

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DC Public Schools**



**Responses to Fiscal Year 2018 Performance Oversight Questions**

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Acting Chancellor

Commission to

Committee on Education

The Honorable David Grosso, Chairman

Council of the District of Columbia

and

Committee of the Role

The Honorable Phil Mendelson, Chairman

Council of the District of Columbia

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Committee on Education

John Wilson Building

1300 Pennsylvania Avenue

Washington, DC 20004



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## Agency Operations

### **Q1: Provide the following enrollment data for DCPS:**

- a. DCPS student enrollment by grade for each school for School Year 17-18 (“SY”) (based on the final audited enrollment report) and SY18-19 (audited);**

DCPS believes that a growing student enrollment is one indication of the health of the school district, and we have set a goal in our new strategic plan to reach 54,000 students by 2022. We also set a goal around re-enrolling 90 percent of our students.

Our audited enrollment for FY18 (School Year 2017-2018) is 48,144. Our audited enrollment for FY19 (School Year 2018-2019) is 49,056.

See **Q1 Attachment\_FY18 FY19 DCPS Enrollment and Summer School Data** (Tabs 1 and 2) for FY18 audited and FY19 reported DCPS student enrollment by grade for each school.

- b. Summer school enrollment, broken down by grade for Fiscal Year 2013 (“FY”), FY14, FY15, FY16, and FY17, FY18; and,**

See **Q1 Attachment\_FY18 FY19 DCPS Enrollment and Summer School Data** (Tab 3) for FY13 through FY18 summer school enrollment by grade.

- c. What is the proposed summer school enrollment and budget for FY19.**

See **Q1 Attachment\_FY18 FY19 DCPS Enrollment and Summer School Data** (Tab 4) for FY19 predicted summer school enrollment and budget by grade.

### **Q2: The following questions are regarding the DCPS out-of-boundary (K-12), application, and pre- K lottery process:**

- a. How many and what percentage of students applied through the lottery for SY13-14, SY14-15, SY15-16, SY16-17, SY17-18, SY18-19? Please provide the numbers for each category—out-of-boundary, application, and Pre-K.**

Prior to 2013, DCPS managed two internal lotteries - one for applicants to grades PK3-12 in non-selective DCPS schools, referred to as the Out-of-Boundary (OOB) lottery, and the other for applicants to DCPS selective high schools, referred to as the High School Online Application. Each of these lotteries saw comparable numbers of applicants for School Year 2012-2013 and School Year 2013-2014 seats. Approximately 7,200 students applied to at least one DCPS school through the out-of-boundary lottery in both years, with 25 percent coming from DCPS and roughly 33 percent coming from outside DCPS (the remainder were not yet enrolled in school). For the high school online application, the number of selective high school applicants was also comparable for School Year 2012-2013 and School Year 2013-2014, with more than 2,000 students applying for admission and half of those applicants coming from within DCPS.

In the fall of 2013, the lottery process for DCPS changed dramatically with the introduction of the *My School DC* lottery, which allowed families to apply to DCPS and charter schools in one online application. With the introduction of the *My School DC* lottery, DCPS saw an increase in the number of unique applicants interested in DCPS. Within this common lottery for School Year

2014-2015 seats, DCPS saw an increase in applicants, with 12,381 applying to at least one school within DCPS by the *My School DC* deadline. The *My School DC* lottery also replaced the lottery for our selective high schools, and DCPS saw a modest increase in applicants to selective high schools in School Year 2014-2015, with 2,166 applicants choosing at least one selective high school.

In the chart below, the data shows that the largest group of unique DCPS applications apply to Pre-Kindergarten, with more than 7,000 seeking either a PK3 or PK4 slot in School Year 18-19. In addition, the number of students applying to selective high schools continues to increase.

**Students who Applied to the My School DC Lottery, including Out-of-Boundary, Pre-K 3 and Pre-K 4, and Selective High Schools**

	SY13-14	SY14-15†	SY15-16†	SY16-17†	SY17-18†	SY18-19 †
# of Students who Applied to Out-of-Boundary Lottery (K-12 <sup>th</sup> )	2,994	7,072	8,363	8,584	9,131	10,721
# of Students who Applied to PK3 or PK4	4,219	5,309	6,410	6,551	6,600	7,162
# of Students who Applied to Selective High Schools (9-12 <sup>th</sup> )*	2,066	2,166	2,165	1,990	2,255	2,486
Total # of Students who Applied to the Out-of-Boundary and PK Lottery	7,213	12,381	14,773	15,135	15,731	17,883

*\*The “# of Students who Applied to Selective High School (9-12<sup>th</sup>)” is a subset of the “# of Students who Applied to Out-of-Boundary Lottery (K-12<sup>th</sup>).”*

*†SY14-15 to SY17-18 reports unique applicants who applied by the initial My School DC deadlines.*

**b. How many and what percentage of students in each school are out-of-boundary for SY16-17, SY17-18, and SY18-19 (to date)?**

Similar to last year, approximately half of all DCPS students attend a school other than their in-boundary school. In School Year 2017-2018, 51percent of students in PK3-12 attended a school other than their in-boundary school, this includes students attending a citywide, alternative or specialized schools.

- Schools with Highest OOB %: Eliot-Hine MS (81%), Tyler ES (78%), Hyde-Addison ES (76%)
- Schools with Lowest OOB %: Janney ES (8%), Lafayette (14%), Key ES (15%)
- In School Year 2018-2019 (to date), 53% of students in PK3-12 attended a school other than their in-boundary school, this includes citywide, alternative and specialized schools.
  - Schools with Highest OOB %: Cleveland ES (84%), Hyde-Addison ES (79%), Eliot-Hine MS (78%)
  - Schools with Lowest OOB %: Janney ES (7%), Lafayette (13%), Key ES (13%)

Please refer to **Q2 Attachment\_SY18-19 Out-of-Boundary Enrollment to Date** for a detailed breakdown of out-of-boundary enrollment across all of DCPS.

**Q3: Provide any updates to DCPS' policy with regard to designated Early Stages seats for Pre-K3 and Pre-K4. In the response please indicate how DCPS determines the number of Early Stages seats available at each school, how students are placed, and the process/policy for releasing Early Stages seats to a non-Early Stages student.**

There have been no policy changes this year with regard to how Early Stages priority seats are assigned and used. Early Stages seats are reserved for un-enrolled three- and four-year-old children who are newly identified as eligible for special education and require services in a general education setting. Compliance with the federal Individuals with Disabilities Education (IDEA) Act requires that DCPS ensure the availability of seats into which these children may enroll.

DCPS reserves seats in PK3, PK4, and Mixed-Age classrooms at every DCPS elementary school, based on geographic trends in the identification of children with special needs, previous patterns of use, and the need to have inclusive settings available across the city. If it is determined that a child's Individualized Education Program (IEP) can be implemented in a general education setting, the child is offered a seat in his/her neighborhood school. If a PK3 or PK4 seat is not available at the neighborhood school, Early Stages will offer a seat at the next closest school that has a seat available. The offer location may also be informed by circumstances that are unique to the child or school (e.g., ADA accessibility, sibling attendance). DCPS does not enroll children who are ineligible for special education into these seats.

Based upon previous patterns of use, unfilled PK4 seats are generally released at the beginning of the school year and may then be filled from the lottery waitlist. PK3 and Mixed-Age seats are generally reserved all year in order to accommodate newly identified children.

**Q4: Describe any changes made in the last fiscal year to DCPS' practices for Medicaid billing? In particular, please provide the following information on Medicaid billing for school-based services:**

- a. DCPS's total Medicaid billing and total Medicaid received for FY17, FY18, FY19 to date;**
- b. A list of the 20 most frequently billed Medicaid reimbursable school-based services; and**
- c. A school-by-school breakdown of Medicaid billing that was billed and received for FY17, FY18 and to date in FY19.**

There were no major changes made to DCPS' practices for Medicaid billing in the last fiscal year.

- a. DCPS's total Medicaid billing and total Medicaid received for FY17, FY18, FY19 to date;**

In FY2017, DCPS' total Medicaid reimbursement was \$14,920,048.63. In FY2018, DCPS received \$19,495,190.40. In FY2019 to date, DCPS has received \$3,273,493.34. The FY2016 Cost Report (CR) audit has been completed and DCPS expects the cost report lump sum in early 2019. The FY2017 CR audit is still pending, and the FY2018 CR will be completed and submitted to DHCF by end of June 2019. An outline of the total Medicaid received for FY2017, FY2018, and FY2019 to date follows:

**FY2017-FY2019 Medicaid Revenue**

Fiscal Year	Amount Billed	Amount Received
FY17	\$ 19,913,758.51	\$ 14,920,048.63
FY18	\$29,298,626.09	\$ 19,495,190.40
FY19	\$5,026,620.71	\$ 3,273,493.34

Please see **Q4 Attachment\_FY17-19\_Medicaid Service** for an outline of DCPS’s total Medicaid billing for FY2017, FY2018, and FY2019 to date.

**b. A list of the 20 most frequently billed Medicaid reimbursable school-based services; and**

The 20 most frequently billed Medicaid reimbursable school-based services

Service Type	Procedural Code
Speech-Language Pathology	92508 - Group therapy session - Speech Therapy
Behavioral Support Services	H0004 - Individual behavioral counseling therapy
Occupational Therapy	97150 - OT Therapeutic procedure, group
Behavioral Support Services	H0004 - Group behavioral counseling therapy
Occupational Therapy	97530 - OT Dynamic therapeutic activities, ...
Speech-Language Pathology	92507 - Individual therapy session - Speech ...
Behavioral Support Services	90853 - Group psychotherapy
Physical Therapy	97530 - PT Dynamic therapeutic activities, ...
Psychology	96101 - Psych testing, per hour. Exam and ...
Behavioral Support Services	90832 - Psychotherapy, 30 Minutes with Patient ...
Behavioral Support Services	90834 - Psychotherapy, 45 minutes with Patient ...
Speech-Language Pathology	92523 - Speech/hearing evaluation
Audiology	92507 - Individual therapy session – Audiology
Physical Therapy	97150 - PT Therapeutic procedure, group
Occupational Therapy	97004 - Occupational therapy re-evaluation
Occupational Therapy	97003 - Occupational therapy evaluation
Behavioral Support Services	90837 - Psychotherapy, 60 minutes with Patient ...
Psychology	H0004 - Individual behavioral counseling therapy
Physical Therapy	97001 - Physical therapy evaluation
Physical Therapy	97002 - Physical therapy re-evaluation

**c. A school-by-school breakdown of Medicaid billing that was billed and received for FY17, FY18 and to date in FY19.**

Please see attachment **Q4 Attachment\_FY17-19\_Medicaid Billing By School** for a school-by-school breakdown of Medicaid billing received for FY2017, FY2018, and to date in FY2019.

**Q5: Explain any emergency response procedures in place for DCPS as it relates to on-campus emergencies, including any calls to 911 made during the school day. Also please discuss how in FY17, FY18, and FY19 to date the agency communicates, trains, and ensures the practice of school safety plans and drills.**

DCPS adheres to the District of Columbia School Emergency Response Plan and Management Guide known as the "Redbook", which provides a set of Universal Emergency Procedures. The DC Emergency and Safety Alliance (ESA) is a collaborative group led by DC Homeland Security and Emergency Management Agency (HSEMA). The ESA has established procedures for both DCPS and DC Charter Schools to follow. The ESA Redbook is a set of standards to be implemented across a variety of emergency situations. The four procedures that are most utilized to respond to various emergencies include:

- Building evacuations
- Lockdown
- Alert status
- Severe weather safe area procedures
- Shelter-in-place

The details regarding the School Emergency Response Plan and Management Guide can be found at <https://esa.dc.gov/page/school-guides-and-protocols>. All DCPS schools have a School Emergency Response Team (SERT).

The DCPS Emergency Planning and Guidance Unit (EP&G) communicates with school leaders throughout the school year regarding emergency preparedness, school emergency response plans compliance, all-hazard emergency response procedures, mandatory safety drill compliance, training opportunities, and overall emergency planning best practices. EP&G communicates these efforts through a number of platforms such as:

- DCPS Principals' Weekly Updates
- School Operations Newsletter (recipients are school-based operations staff)
- Principals and Assistant Principal Leadership Institutes
- Office of Chief Operating Office Professional Development Institutes (2 training days a year)
- Direct emails to training participants

Please see **Q5 Attachment1\_Emergency Planning and Guidance Communications Strategy**

EP&G works closely with HSEMA, the Department of General Services (DGS), Metropolitan Police Department (MPD), Fire and Emergency Medical Services (FEMS) Department, and the District Department of Health (DOH), to support our schools' emergency preparedness efforts. All these agencies play a significant role in the collaborative work of the District's ESA.

**Q6: Please provide an update on how DCPS is monitoring implementation of the Student Fair Access to School Amendment Act of 2018. Please include updates on the following:**



- a. **Development of DCPS and individual school discipline policies and any challenges experienced, including how DCPS is involving students, parents, and staff;**
- b. **DCPS’ in-school suspension policy and how central office monitors schools’ compliance with the policy;**
- c. **Any updates to DCPS due process rights and procedures;**
- d. **Challenges and successes in implementing Section 204(b) regarding the number of days a student may be suspended;**
- e. **The additional reporting requirements in the bill; and**
- f. **Any steps that DCPS is taking to support schools to prepare for the next phase of implementation, SY2019-2020;**

Our Capital Commitment strategic plan states the vision of DCPS is that every student feels loved, challenged, and prepared to positively influence society and thrive in life. Furthermore, ambitious goals have been set to raise achievement for all students, while accelerating growth for students experiencing the greatest disparities. To achieve these bold and necessary goals, staff in DCPS must affirm our students’ cultures and communities, incorporate social-emotional learning, and ensure that we are identifying and addressing systemic inequities.

Equity is increasingly recognized as both a means and an end to transform education in service of students who have been historically marginalized. Several national organizations have highlighted how incorporating social-emotional learning through a racial equity lens<sup>1,2</sup> is a culturally responsive practice that improves students’ experiences and outcomes, particularly for students of color. Furthermore, equity is one of our values. As such, it is only through an explicitly stated commitment, courageous conversations, and ongoing action to promote equity, that we are most likely to achieve it.

In short, if students feel loved and culturally affirmed:

- They will be more likely to attend school.
- They will be more likely to engage and participate in class.
- They will be more likely to collaborate with peers respectfully.
- All of which will increase their ability to take advantage of access to challenging content, because they will be willing to take the risks associated with tackling that challenging content and persisting through the productive struggle necessary to achieve at the highest levels.

As a result, DCPS has invested heavily to ensure that the academic and social-emotional needs of students can be met at school. This work includes re-envisioning discipline policies so that we support students with challenging behaviors while also maintaining a positive classroom community for all. In order to be prepared for implementation of the Student Fair Access to School Amendment Act’s requirements beginning in School Year 2018-2019, DCPS issued guidance and held multiple training sessions for school leaders, teachers, and behavior staff on the requirements and implications of the legislation. DCPS also updated our behavior data

<sup>1</sup> [The Aspen Institute Pursuing Social Emotional Learning through an Equity Lens](#)

<sup>2</sup> [How to Promote Equity for All Educators Need to Know and Do](#)

system to align to the requirements of this Act for the School Year 2018-2019. The primary challenge to date has been the tight timeline for implementation of the Student Fair Access to School Amendment Act.

To fully revise and develop discipline policies aligned to the Student Fair Access to School Amendment Act of 2018, DCPS has formed a Safe and Positive Schools Task Force that meets on a weekly basis to align policies and implementation resources. This task force is working to create a comprehensive plan for discipline that minimizes exclusionary practices within the parameters in the Student Fair Access to School Amendment Act. DCPS is currently in the process of gathering feedback from stakeholders including students, parents, staff, and school leaders to inform revisions of DCMR Title V E Chapter 25 in light of the Student Fair Access to School Amendment Act. The revised Chapter 25 will be available for a 30-day public comment period this spring and in place for School Year 2019-2020. To date, DCPS has engaged over 350 stakeholders at 30 small group events, including:

- **Student Focus Groups at Schools and at the Chancellor’s Student Cabinet:** Engaged students at schools on how they learn about discipline, what aspects of a school day ensure they feel loved, challenged and prepared, as well as how they believe we can best implement the Fair Access to Schools Amendment Act.
- **Mental Health Staff and School Supports:** Engaged staff members at schools on the changes of Chapter 25 and how the changes are affecting the school community. They also discussed mental health resources and interventions that could be used to support students with challenging behaviors.
- **School Leaders and Teachers:** Engaged school leaders and teachers on how changes affect their work, on ensuring students feel loved, challenged, and prepared, and reviewing Chapter 25 to gather feedback on possible changes. School leaders also shared feedback and discussed strategies for creating more inclusive schools and classrooms.
- **Parents:** Engaged parents on proposed revisions to understand what teachers and staff members need to do to create a loving and challenging school community and their recommendations to support students who are disengaged while maintaining a safe and positive school for all.

See *Q6 Attachment\_FY18 Safe and Positive Schools Stakeholder Engagement Plan.pdf*

**a. DCPS’ in-school suspension policy and how central office monitors schools’ compliance with the policy;**

The Student Fair Access to School Amendment Act of 2018 defines in-school suspension as “temporarily removing a student from the student’s regular class schedule as a disciplinary consequence, during which time the student remains on school grounds under the supervision of school personnel who are physically in the same location as the student.” DCMR Title V E-Chapter 25 includes in-school suspensions as a consequence and these practices align with the Student Fair Access to School Amendment Act. Monitoring of schools’ use of in-school suspension is done through our DCPS data systems, which is tracked by incident.

**b. Any updates to DCPS due process rights and procedures;**

As required by the Student Fair Access to School Amendment Act, any suspension of six or more days now requires a hearing to be held by an Administrative Law Judge from the Office of Administrative Hearings. This process has been incorporated into DCPS data systems. Specifically, additional modifications have been made to the data systems to ensure for accuracy of reporting, and regular monitoring.

**c. Challenges and successes in implementing Section 204(b) regarding the number of days a student may be suspended;**

As of January 18, 2019, there have been fewer than 10 students (note: exact n-size removed for confidentiality) who have received proposed suspensions that would cause them to have more than 20 cumulative days of suspension. Through the Continuous Improvement Framework, DCPS is successfully monitoring student suspensions entered into the data system in real time and schools have monthly reports of how many students have more than 5, 10, and 15 suspension days to assist staff in aligning additional supports for students. The DCPS data system requires Chancellor approval when a suspension has been entered that would result in a student having more than 20 cumulative school days. A challenge is that the adding of additional approval steps has increased the time it takes for these suspensions to be approved or denied.

**d. The additional reporting requirements in the bill; and**

DCPS is preparing for the annual reporting, which includes data disaggregated by demographic areas. This information includes whether the student received a functional behavior assessment, an updated behavioral improvement plan, or a manifestation determination review; and ensuring approval for more than 20 cumulative days of suspension.

**e. Any steps that DCPS is taking to support schools to prepare for the next phase of implementation, SY2019-2020;**

DCPS will continue to train staff on the implementation of the Student Fair Access to School Amendment Act prior to School Year 2019-2020, and will ensure ongoing training and technical assistance throughout the school year. In addition to training on compliance requirements of the Act and updated Chapter 25, DCPS will focus trainings on utilizing resources to help staff develop and implement school-wide positive behavior support models, ensure staff are trauma-informed, and equip students with the ability to develop the skills necessary to effectively manage conflict and stress. For example, DCPS will continue to offer trainings on restorative practices and has contracted with the International Institute for Restorative Practices to certify district trainers.

In addition to continuing prior training, DCPS will utilize the stakeholder feedback to craft additional trainings and supports for School Year 2019-2020. In addition, once Chapter 25 regulation and policy revisions are final, DCPS will create an implementation protocol for staff, an FAQ for staff, families and students, and a Student Code of Conduct.

**Q7: How does DCPS ensure that discipline for dress code or uniform violations is not instituted in a manner that is discriminatory based on gender, race, or other protected characteristic, such as described in the 2018 report from the National Women’s Law Center, “Dresscoded”?**

DCPS continues to train staff on both basic compliance of Title IX and VI regulations, as well as raising awareness of how to mitigate implicit bias. During Summer Leadership Institute (SLI) and Office of the Chief Operating Officer Institute in Summer 2018, DCPS facilitated trainings for over 800 school leaders, teacher leaders, and operations staff, directly highlighting student anecdotes from the National Women’s Law Center report. The training outlined how dress code practices posed inequities on the basis of race, culture, gender, gender expression, religion, and socioeconomic class. Furthermore, the training emphasized that it was a breach of our regulations for students to be sent home and miss valuable instructional time on the basis of dress code.

In addition, DCPS launched a Central Office Dress Code Committee including Equity, Health and Wellness, and Social-Emotional-Learning Team members to identify and address specific revisions to school dress code policies, including those recommended by the National Women’s Law Center. The committee has met at least five times and worked with individual schools that have requested support in updating their respective dress code policies, including providing feedback and creating space for cross-generational dialogue about the dress code among students, staff, and school leadership. DCPS has continued to work with the National Women’s Law Center for ongoing support, feedback, and counsel.

**Q8: List all DCPS campuses with a language access liaison. For each, please indicate whether that position is full-time, part-time, and whether they are shared with other campuses. If they are part-time, please indicate how much time a liaison spends on-site at the campus.**

DCPS firmly believes that our community’s diversity is an asset. We are committed to serving students and families from diverse languages and backgrounds and we strive to communicate with families in a language they understand to ensure equal access to information.

To help us meet that goal we are building a Language Access team in FY19. The team consists of one specialist, one full-time Spanish translator, and three wages as earned (WAE) translators in Vietnamese, Chinese, and French. Schools will be asked to designate a current staff member that can serve as a liaison to the Language Access team.

**Q9: Describe in detail DCPS’ programs, training, or interventions to address commercial sexual exploitation of students attending DCPS schools in SY17-18 and SY18-19 to date.**

In school year 2017-2018, the DCPS School Mental Health (SMH) Team required all school-based social workers to participate in a professional development training on domestic violence and sex trafficking. DCPS provided written guidance through the 2018-2019 provider guidebook regarding sex trafficking prevention and screening to help school mental health providers proactively educate students regarding risk factors and identify students in need of intervention.

Between School Year 2016-2017 and School Year 2017-2018, DCPS offered two trainings related to the commercial sexual exploitation of students. The first offering was a web-based training

entitled, “Missing Children Prevention and Awareness.” The second training was in-person and was facilitated by Fair Girls, an anti-human trafficking organization. The facilitators explicitly addressed commercial sexual exploitation, inclusive of screening procedures. School based social workers were charged to utilize the information to support students who were being trafficked, had been trafficked or were in danger of being trafficked.

In School Year 2018-19, three DCPS staff members (a social worker, a school psychologist, and a social work program manager) were trained in the sexual exploitation awareness training, Stewards of Children. This training was intended as a “train-the-trainer” opportunity. The three trained DCPS staff members will serve as our internal trainers for the district. In October, a Stewards of Children training was provided by an in-house trainer to a team of staff at Anacostia HS. DCPS is working with Safe Shores (developer of Stewards of Children) to develop a scholarship to advance the training across schools at no cost.

DCPS school based social workers utilize evidenced based interventions to support students. The SMH team currently offers evidenced based treatments (EBTs) that specifically address commercial sexual exploitation and/or human trafficking and others that address the resulting trauma. These are as follows:

- **Bounce Back:** Bounce Back is a school-based group intervention for elementary students exposed to stressful and traumatic events.
- **Cognitive Behavioral Intervention for Trauma in Schools (CBITS):** CBITS program is a school-based, group and individual intervention designed to reduce symptoms of post-traumatic stress disorder (PTSD), depression, and behavioral problems, and to improve functioning, grades and attendance, peer and parent support, and coping skills.
- **Love is not Abuse (LINA):** This curriculum focuses on four critical goals:
  - Increasing students’ understanding of teen dating abuse
  - Enabling students to reach out to provide support and help to a friend or family member who may be involved in an abusive relationship
  - Increasing help-seeking behavior among students involved in abusive dating relationships
  - Promoting healthier approaches to dating relationships and conflicts
- **Rights, Respect and Responsibility (3 Rs):** A kindergarten through 12<sup>th</sup> grade curriculum that shares rights, respect, and responsibilities with students in a developmentally appropriate manner:
  - Rights: Youth have the inalienable right to honest sexual health information; confidential, consensual sexual health services; and equitable opportunities to reach their full potential.
  - Respect: Youth deserve respect. Valuing young people means authentically involving them in the design, implementation, and evaluation of programs and policies that affect their health and well-being.
  - Responsibility: Society has the responsibility to provide young people with all of the tools they need to safeguard their sexual health, and young people have the responsibility to protect themselves.

- **Stewards of Children:** The training aims to educate adults to prevent, recognize, and react responsibly to child sexual abuse
- **Structured Psychotherapy for Students Responding to Chronic Stress (SPARCS):** SPARCS is a strength-based intervention that focuses on enhancing student resilience through the development of important self-regulatory, problem solving, and communication skills.
- **Theatre Troupe:** Theatre Troupe addresses public health topics such as substance use and teen dating violence. Student actors identify the topic they want to act out. Typically, they chose a topic specific to their school. Previous topics have included dating violence.

#### List of Training Dates and Participants

Date	Training	Number of Participants	Audience
4/25/16	Child Abuse Prevention ( <i>Human Trafficking, Mandated Reporting and Youth Division</i> )	150	School Counselors, School Psychologists & Social Workers
5/5/17	Missing Children Prevention and Awareness	175	School Psychologists & Social Workers
5/31/17	Stewards of Children	35	School Psychologists & Social Workers
10/18/17	Human Trafficking (Fair Girls)	80	Social Workers
10/25/18	Stewards of Children	55	Social Workers
10/26/18	Stewards of Children	45	Anacostia School Staff

**Q10: The following questions are regarding DCPS' school security program:**

- Provide the following information for SY16-17, SY17-18, SY18-19 to date for each school:**
  - The total number of security personnel (including MPD officers, special police officers, private non-SPO security personnel, and/or other) assigned to the school;**
  - The number of MPD officers assigned to the school;**
  - The number of special police officers assigned to the school;**
  - The number of private non-SPO security personnel assigned to the school; and**
  - The number of any other security personnel assigned to the school.**
- What is the cost for school security contracts in FY17, FY18, and FY19 to date? Please breakout personnel versus other costs.**
- Please describe the role for each type of school security personnel pursuant to the relevant contract.**
- Provide a copy of each contract for school security personnel for FY17, FY18, and FY19.**
- Please provide any training manuals, regulations, directives, or other documents that instruct school security personnel on their roles and responsibilities.**
- Please describe the professional development or training opportunities offered to school security personnel SY16-17, SY17-18, and SY18-19 to date. Please specify**



- if any training is related to adolescent development; positive youth development; restorative justice; de-escalation techniques; and youth mental health.**
- g. How many allegations of school security personnel misconduct were reported to DCPS during FY17, FY18, FY19 to date? How were the allegations investigated? What were the results of the investigations?**
  - h. What information, if any, does DCPS provide students explaining their rights while interacting with school security personnel and the procedure for reporting a compliant?**
  - i. Please provide any agendas, notes, summaries, attendance numbers, or other materials from the monthly security guard feedback meetings conducted during SY16-17, SY17-18, and SY18-19 to date.**
  - j. Has DCPS surveyed or asked students to provide feedback on performance and interactions with school security personnel during SY15-16, SY16-17, or SY17-18? If yes, please provide the key findings or results.**

DCPS utilizes three types of officers to support school security, as follows:

Types of Officers	Officer Duties & Responsibilities
<p><b>DCPS Security Staff: Special Police Officers (SPO)</b> Special Police Officers (SPOs) or Patrol Officers provide general law enforcement duties to ensure a safe environment. SPO's establish and maintain a close partnership with school administrators, staff, students, and parents to provide a safe school environment.</p>	<p>SPO duties:</p> <ul style="list-style-type: none"> <li>● Handle general law enforcement duties for DCPS;</li> <li>● Respond to emergency situations at schools, travelling between locations;</li> <li>● Monitor security contract compliance in schools, and report any issues;</li> <li>● Monitor alarms, camera systems, and emergency calls, including the CCTV camera systems and fire alarms;</li> <li>● Interact with other law enforcement agencies on behalf of DCPS;</li> <li>● Supports emergency planning, gives guidance and ensures compliance;</li> <li>● Assist with Safe Passage before and after school;</li> <li>● Participate in school safety committee meetings;</li> <li>● Provide support to at risk youth;</li> <li>● Mediate conflict between members of the school community;</li> <li>● Issue barring notices;</li> <li>● Make arrests when necessary, but only as a last result.</li> </ul>
<p><b>Contract Security Officers (SOs)</b> Security Officers (SOs) work for DCPS and MPD through a contract. These Contract officers (also known as contracted security guards) are school based and support the school principal and staff to ensure the safety of all students. Since July 9, 2017, all SOs are employees of Security Assurance Management, Inc. (SAM).</p>	<p>SO duties:</p> <ul style="list-style-type: none"> <li>● Welcome and greet all guests to DCPS facilities;</li> <li>● Perform entrance screenings for students and guests, and ensure visitor sign in;</li> <li>● Conducting security patrols throughout the building; patrol post orders include the monitoring of all common spaces, hallways, stairwells, restrooms, entrances, and exits;</li> <li>● Provide security coverage at athletic and after-hour school-based events;</li> <li>● Prepare incident reports;</li> <li>● Some SO are Guard I and some are Guard II; Guard II have the ability to detain and are mostly assigned to secondary schools.</li> </ul>
<p><b>MPD School Resource Officers (SRO)</b> School Resource Officers (SROs) are MPD police officers who specialize in supporting schools. SROs are a part of MPD's School Safety Division. SRO's lead in delivering security services and safety resources to DCPS schools on a full-time basis. SRO's are deployed according to a "cluster model" and are responsible for supporting multiple schools in an area.</p> <p><i>While SROs are the primary MPD group seen by our schools, there are other MPD units, detectives, and officers who interact and support schools.</i></p>	<p>SRO duties:</p> <ul style="list-style-type: none"> <li>● Respond to emergencies in and around their assigned schools;</li> <li>● Inform DCPS Police and school community of criminal activity impacting schools;</li> <li>● Make arrests when necessary, but partner with DCPS and others to pursue alternative methods for addressing disorder and conflict;</li> <li>● Participate in school safety committee meetings;</li> <li>● Conduct school security assessments focused on crime prevention;</li> <li>● Assist DCPS in the coordination of the Safe Passage Program to provide safe routes for youth;</li> <li>● Provide support to at risk youth, by way of conducting home visits to chronically truant or suspended students.</li> </ul>

**School Security Personnel by the Numbers**

Year	Number of DCPS SPOs	Number of SOs (contracted)	Number of MPD SROs
<b>SY16-17</b>	28	313 Total—277 Guard I and 36 Guard II	111
<b>SY17-18</b>	28	339 Total—285 Guard I and 54 Guard II	111
<b>SY18-19</b>	26	323 Total—272 Guard I and 51 Guard II	122

*\*Guard I and Guard II are licensed as such in the District of Columbia. Guard II officers have legal authority to restrain suspects engaged in crimes on school grounds. Guard I is also licensed, but they do not have the authority to restrain. Neither level of security officers (Guard I or Guard II) are permitted to carry firearms on school grounds.*

**b. What is the cost for school security contracts in FY17, FY18, and FY19 to date? Please breakout personnel versus other costs.**

- The DCPS school security contract for FY2017 totaled \$21,712,994.63.
- The DCPS school security contract for FY2018 totaled \$22,146,011.45.
- The DCPS MOU for the security contract for FY2019 is projected for \$22,083,378.19. Through November 2018, we have spent \$8,433,178.73.

The above amounts are all for contracted personnel services (security officers in schools), managed by MPD. MPD is responsible for the administration of the contract and oversight of the school security contractor. DCPS school security officials collaborate with MPD and have established agreements to formalize our respective responsibilities.

DCPS purchases and maintains all security equipment in schools, including x-ray machines, hand wands, video cameras, alarms, and radios. Below are the equipment maintenance costs:

- \$26,590.71 for radio services with the Office of Unified Communications. Please see **Q10 Attachment 1\_FY19\_Citywide Radio MOU\_Fully Executed 10 10 2018\_A** and **Q10 Attachment 1\_FY19\_Citywide Radio MOU\_Price Summary\_B**
- \$468,976.00 for an emergency maintenance contract with Vision Security for Surveillance cameras and computer equipment. Please see **Q10 Attachment 2\_Emergency Contract Vision Bilateral with Mod 01\_Page2\_Vision Security Solutions\_GAGA-2018-C-0079\_10-01-18**
- On December 2, 2018, DCPS posted a IFB for the Security Cameras and Maintenance contract. In response to the IFB, DCPS received a number of responses. DCPS has submitted a recommendation to OCP. The recommendation's bid details, from Feb 1<sup>st</sup> - September 30<sup>th</sup>, as follows:

Contract Component	Cost	Units	Total
Maintenance	\$99,920.00/month	8 (months)	\$799,360.00
Hardware Replacements	\$100,000.00**	1	\$100,000.00
<b>TOTAL</b>			<b>\$899,360.00</b>

*\*\*Hardware Replacements are not to exceed (NTE) this listed amount.*

Please see **Q10 Attachment 3 \_IFB Video Surveillance and Maintenance System\_GAGA-2019-I-0008\_Dec 2 2018**

**c. Please describe the role for each type of school security personnel pursuant to the relevant contract.**

Please see response to Q10, Section A. Roles are described in the table there.

**d. Provide a copy of each contract for school security personnel for FY17, FY18, and FY19.**

District of Columbia Office of Contracting and Procurement (OCP) led MPD and DCPS in a new contract solicitation in the Spring of 2017. The Attachment is the current contract with Security Assurance Management, Inc. (SAM) that spans these three years.

Please see **Q10 Attachment4\_FY17 MPD DCPS School Security Contract.**

**e. Please provide any training manuals, regulations, directives, or other documents that instruct school security personnel on their roles and responsibilities.**

DCPS provides regular guidance to all school security personnel by following licensing and training requirements established by MPD's Security Officers Management Branch (SOMB). All Special Police Officers, Security Officers and Private Detective Agency Owners are required to have knowledge of District of Columbia Municipal Regulations [Title 6A, Chapter 11](#) and [Title 17 Chapters 20](#) and [21](#). DCPS provides annual and ongoing training to its SPO according to DC Code and Regulations. DCPS provides ongoing training, guidance, and technical assistance to security personnel through:

- Operations Development (Professional Development)
- Emergency preparedness training offerings
- Collaborative sessions and exercises with MPD
- Collaborative sessions and exercises with FEMS
- Exercises with HSEMA

Additionally, DCPS collaborates with MPD and the contractor in providing input around specific aspects to be covered during training. Below, in response to Section F, we have shared the topics covered during contractor-led trainings, and where DCPS has supplemented additional offerings.

**f. Please describe the professional development or training opportunities offered to school security personnel SY16-17, SY17-18, and SY18-19 to date. Please specify if any training is related to adolescent development; positive youth development; restorative justice; de-escalation techniques; and youth mental health.**

In addition to the suite of training, guidance, and technical assistance provided to all security staff, as described in Section E, DCPS collaborates with MPD to provide training to contracted staff.

During School Year 2016-20172016-2017, the MPD/DCPS security vendor (Allied Barton, Inc.) developed and conducted the mandatory 40-hour training curriculum in collaboration with DCPS staff based on: 1) contract requirements, 2) crime trends, 3) DCPS recommendations to enhance

student climate, and 4) MPD security assessment practices. The 40-hour training included the following:

- Customer Service/Public Relations
- De-escalation and Restorative Justice
- Use of Force
- Emergency Preparedness and Guidance
- Leadership Expectations
- Weapons Abatement Screening
- Incident Report Writing
- School Security Orders via Prescribing Authority
- Patrol Technique
- Drugs & Drug Paraphernalia
- DCPS Regulation & Policy and the Role of School Security (provided by DCPS)

During School Year 2017-2018<sup>2017-2018</sup>, the mandatory 40-hour basic training was conducted for all contracted officers by the security vendor (Security Assurance Management, Inc). Additionally, supplemental training was provided by the contractor, aligned with DCPS focus on school climate improvement. The training included the following (aspects provided by DCPS have been noted below):

- Conduct and Appearance
- Observation, Description & Report Writing
- Patrol Techniques
- Magnetometer, X-Ray Machine, CCTV, Radios, Equipment & Screening (provided by DCPS School Security and contractor)
- Diversity
- School Security Orders
- Effective Communications
- Ethics
- Visitor Control
- Sexual Harassment
- Availability of Social Services
- Emergency Response: Violence, Bomb Threats, Terrorism, and Natural Disasters (provided by DCPS EP&G Team and contractor)
- Restorative Justice Circles (provided by DCPS Behavior Team)
- Customer Service (provided by DCPS School Operations Team)

Please see **Q10 Attachment 5\_ School Security Training Syllabus V.1 2017-2018**.

In School Year 2018-2019, the 40 mandatory hours of basic training topics are the same as above. Supplemental training regarding de-escalation techniques, restorative justice circles and customer services will be included in additional course offerings that DCPS will provide in Spring 2019 sessions. The Restorative Justice Circle training was first presented to contracted officer supervisors in Spring 2018. DCPS is looking to expand this training offering this spring.

**g. How many allegations of school security personnel misconduct were reported to DCPS during FY17, FY18, and FY19 to date? How were the allegations investigated? What were the results of the investigations?**

- In School Year 2016-2017, there were two allegations. The individuals were dismissed from the contract.
- In School Year 2017-2018, there was one allegation. The individual was dismissed from the contract.
- In School Year 2018-2019, there has been two allegations regarding the same security officer. The individual was dismissed from the contract.

**h. What information, if any, does DCPS provide students explaining their rights while interacting with school security personnel and the procedure for reporting a complaint?**

Students' rights are covered primarily by DCMR Chapter 24 and, in part, by DCMR Chapter 25. Students are provided with this information during orientation and in school handbooks. The district's Student Grievance Process is also available on the DCPS website. DCPS security personnel may interview students when gathering more information about a school-related incident, and when students are involved in a disciplinary situation or other violation that could rise to the level of criminal liability. Parents are notified when these type of school situations have occurred.

**i. Please provide any agendas, notes, summaries, attendance numbers, or other materials from the monthly security guard feedback meetings conducted during SY16-17, SY17-18, and SY18-19 to date.**

On a regular basis, DCPS conducts School Safety Committee meetings for individual schools. School leaders and safety POCs meet regularly with DCPS school security and MPD to discuss security and performance matters pertaining to school security and safe passage in schools. For more information, please see **Q10 Attachment 6\_School Safety Committee Meeting Agenda**.

- DCPS and MPD regularly meet to discuss safety and security of schools
- DCPS participates in MPD's School Safety Division daily conference call (the call focuses on ongoing and significant juvenile situations across the District)
- Weekly, DCPS and MPD discuss athletic events and related patrol and contract needs
- Annually, DCPS and MPD meet to discuss the contract deployment
- Annually, DCPS and MPD participate in meetings and exercising regarding emergency response

In addition, MPD, as the contract administrator schedules and convenes regular meetings (typically monthly) with the security contractor, where compliance issues and changes in deployment, schedules or duties are discussed. DCPS participates in these meetings.

**j. Has DCPS surveyed or asked students to provide feedback on performance and interactions with school security personnel during SY15-16, SY16-17, or SY17-18? If yes, please provide the key findings or results.**

While there has not been a process to survey students regarding school security personnel, our annual student satisfaction survey during School Year 2015-2016 and School Year 2016-2017 asked the following questions related to student safety:

- I feel safe at my school;
- I feel safe outside around the school;
- I feel safe traveling to and from school;

- I feel safe in the hallways and bathroom of the school;
- I feel safe in my classes; and
- I feel safe around my peers when an adult is not present.

The School Year 2015-2016 safety index was 83 percent affirmative. The School Year 2016-2017 safety index was 86% affirmative. Please see **Q8 Attachment 7\_ Student Survey Satisfaction Results**.

School Year 2016-2017 was the last year we surveyed students this way. In School Year 2017-2018, we began a panorama survey, that emphasizes social emotional learning index. A part of the survey is a series of student satisfaction questions. There is one item related to school safety—"I feel safe at my school." The School Year 2017-2018 result for this item was 82 percent affirmative.

## **Human Capital**

**Q11: Please give a narrative description of recruitment efforts by DCPS along with an accounting of the expenditures for recruitment in FY17, FY18, FY19 to date. Please include a description of the recruitment efforts the Office of Talent and Culture undertook in FY18, and recruitment initiatives focused on men of color, special education teachers, and bi-lingual teachers. Please also indicate how many new teachers were brought into the one star schools, as identified by the STAR Framework as a result of the recruitment efforts.**

### **Recruitment Strategy**

DCPS leverages a multi-faceted strategy to attract applicants to teaching positions. Key recruitment activities fall under the following categories: marketing and advertising, proactive sourcing, campus and community partnerships, outreach to experienced teacher-leaders, and expansion of partnerships to recruit teachers in high-need content areas, such as bilingual and special education, as well as males of color.

**Marketing and Advertising:** DCPS posts teacher vacancies on a variety of sites for both general and subject-specific teacher recruitment. Some prominent sites include National Council for Teachers of Mathematics, National Science Teachers Association, and the National Association for Bilingual Education, and TESOL. Targeted marketing materials are available in both English and Spanish. We also continue to leverage our recruitment website, [www.joinDCpublicschools.com](http://www.joinDCpublicschools.com), which targets candidates for roles across the school district including teacher, school leader, and central office roles. We pursue very limited print advertising, but feature advertising on websites, social media, and via e-mail.

In order to meet talent needs for special education classrooms in the district, we place online postings and print ads with targeted networks including: National Association of Special Education Teachers (NASSET), Council for Exceptional Children (CEC), and American Association on Intellectual and Developmental Disabilities (AAIDD).

In order to attract teachers of color and especially males of color to DCPS, we are very intentional in developing postings and ads that feature teachers of color, as this reflects the diversity among our existing teacher force and student body. Additionally, we identify sites to post where we are more likely to reach diverse teaching candidates, such as Diversity

Recruitment Partners or National Alliance of Black School Educators. Last year, we expanded marketing efforts to Puerto Rico, where we launched advertisements in Spanish to recruit teachers and related-service providers both at college campuses and in widely-distributed newspapers. We have seen a steady increase in the number of males of color being hired into the District. 17% of teachers hired this past fall were males of color, which is almost three times the national average.

Attaining a DC educator teaching license can be particularly challenging for candidates who have learned English as a second language. This past year the Language Acquisition Division and the Office of Talent and Culture partnered with OSSE and the College Board to expand licensure exam offerings for Heritage Spanish Speakers. In March 2018, 26 bilingual DCPS teachers were able to take the PCMAS licensure exams in Spanish to meet testing requirements for basic skills licensure exams. We saw a 92 percent pass rate for teachers.

**Proactive Sourcing:** DCPS implements a comprehensive strategy for headhunting (also known as sourcing or mining) to attract experienced teachers. To pursue teaching candidates, our team proactively identifies teachers across the country who have a demonstrated track record of success working in a high-need school. We focus on school districts with student demographics comparable to DCPS to increase the cultural responsiveness and awareness a prospect would bring regarding the needs facing our students and community. Additionally, we recruit in districts with high English Learner populations, particularly in the Southwest and across the eastern seaboard, as this is a growing and urgent skill set needed among teachers in DCPS. Once candidates are identified, we invite them to participate in one-on-one prospect cultivation calls as well as group webinars. These calls offer a forum for us to share details of promising initiatives and progress in DCPS that might inspire teachers to join our efforts to provide a world-class education to all of our students.

**Referral Campaign:** We relaunched a revitalized teacher referral campaign. Teachers, school leaders, and central office staff were able to recommend candidates for teacher candidates to the team, who then received tailored cultivation. We received 243 referrals. From this group, eight percent of the referred candidates were hired into teaching positions in DCPS.

**Campus and Community Partnerships:** Our campus outreach focuses primarily on attracting candidates for hard-to-fill and specialized subject areas. For example, we engage in outreach to universities with strong programs in bilingual education, Autism, and Montessori education. Additionally, as teachers of color represent only 18 percent of the teaching force nationwide, we actively recruit teachers graduating from Historically Black Colleges and Universities (HBCUs) as well as Hispanic Serving Institutions (HSIs). HBCUs continue to produce a greater number of Black teachers entering the workforce, roughly 50 percent of the total each year. Latinx teachers comprise another nine percent of the incoming teacher workforce. Where possible, we recruit from graduate programs in education as well, as they are somewhat more likely to include experienced teachers who are pursuing additional development.

Additionally, we are closely tracking student teachers who are receiving training in our schools to cultivate them to apply early for teaching positions. This past school year, we have worked closely with our local university partners (specifically: American University, George Washington University, Gallaudet University, Howard University, Catholic University, Trinity University, and UDC) to promote opportunities for graduate-level student teachers to fulfill their practicum and field experience requirements by being employed as an educational aide in the district. This

allows student teachers to receive compensation while completing their degree, while becoming deeply immersed in a DCPS school community. We also reach out to all student teachers to encourage them to submit a teaching application for the upcoming school year.

Last year, DCPS hosted over 150 student teachers across the district. Moving forward, we will continue the work of expanding school access to student teachers in more DCPS schools, specifically schools further east in the city. Our application process has been centralized to provide more support to teachers and schools with the placement process.

The teacher recruitment team also formally manages the District's contract with Teach For America (TFA). We provide staff with information about how the cohort is performing and how they can support Corps Members to develop through coaching over the course of the school year. Additionally, we expect our pipeline partners to attract diverse talent. For the upcoming cohorts, we anticipate at least 40 percent of their teachers will be people of color. In FY18, we also expanded our contract with Teach For America to include a partnership with their Alumni Hub. In addition to bringing novice teachers, we also partnered to bring 10 experienced TFA alumni to teach in our schools.

**Talent Pipelines:** In DCPS, we know that teaching talent will play a crucial role in meeting our goals for students. We work to recruit strong experienced teachers for LEAP Leader positions across the district, while continuing to drive the strongest performers to our priority and ESY schools through providing incentives, such as individualized support throughout the hiring process and district-level early offers.

Of the 306 TeachDC candidates that entered DCPS:

- 77 percent (237) went to high-poverty schools (including the priority schools).
- Ninety-two (29%) of TeachDC candidates went to ESSA 1 and 2 STAR schools.
- Sixty-four TeachDC recommended pool and recruited candidates went to teach in ESSA 1 star schools (61%).

In partnership with the Office of Equity, the Office of Talent and Culture manages a partnership with Relay Graduate School of Education. We have grown this program to 24 residents in FY2018 who, after successful residency years, can become teachers of record in DCPS classroom and continue receiving support and training through Relay faculty. This residency program serves as an internal pipeline for current educational aides to move into full-time lead teacher positions. We anticipate the expansion of this pipeline for the upcoming school year as well to additional secondary classrooms.

We also manage the memorandum of understanding with Urban Teachers (UT), which operates a similar residency model, though it targets new-to-DCPS candidates rather than cultivating an internal pipeline. On average since 2015-2016, 20 to 25 UT residents serve one year as resident teachers, then are eligible as teachers of record if recommended by UT to continue. Importantly, UT provides coursework that ensures all of its graduates are dual certified in their preferred content area as well as special education.

We are also in the planning stages for a secondary STEM and bilingual education teacher pipeline partnership with Howard University and the National Center for Teacher Residencies.

### **Selection Strategy**

DCPS ensures that candidates complete a rigorous, competency-based assessment process that will be predictive of their future performance in DCPS classrooms. Our selection strategy ensures that the high-quality candidates are thoroughly screened and made available for school leaders early in the hiring season so they can appropriately staff their buildings. Our selection criteria align with the DCPS Essential Practices (EP) that are used as the basis for IMPACT evaluations. We hire Teacher Selection Ambassadors (TSAs) to conduct interviews and rate candidates on their instructional expertise. These TSAs are high-performing DCPS teachers who have themselves demonstrated skill in meeting the highest standards of IMPACT and exhibit strong content knowledge. Portions of TSA training are identical to that of principals and other instructional leaders, to ensure their ratings of instructional competencies align with how teachers will ultimately be evaluated if they are hired. TSAs interview candidates whose subject areas match theirs, which allows TSAs to leverage their context expertise in screening candidates.

### Competencies Assessed

Teaching candidates are assessed on the following competencies:

- **Instructional Expertise** - Standards-based and developmentally appropriate planning and content delivery
- **Track Record of Success** - Evidence of prior achievement with students
- **Core Values / Beliefs** - Familiarity with challenges of urban schools and belief that all students can achieve at high levels
- **Communication Skills** - Ability to convey information clearly and accurately

### Selection Process



**Step 1:** All candidates apply through an **Online Application**. DCPS works closely with OSSE to ensure that candidates who advance beyond the application meet OSSE’s minimum requirements for licensure. Through questions and essays, the online application assesses the competencies outlined above.

**Step 2:** All candidates participate in a 20-30-minute **Phone Interview**. This phase consists of questions that dive deeply into the competencies of instructional expertise, core values and beliefs, and focus on student achievement. Interview question banks have been updated in collaboration with our Office of Teaching and Learning to include differentiated questions by content area; additionally and new for this coming school year (SY19-20), we are piloting questions co-designed with our Office of Equity to assess candidates social-emotional learning skills.

**Step 3:** Based upon performance in the phone interview, some candidates may be asked to submit a **Video Upload** of their classroom practice as additional evidence of their teaching practice and instructional expertise. This step is primarily for candidates who did not perform strongly during the phone interview stage, but also for candidates who are interested in becoming world language teachers.

**Step 4:** Candidates who successfully complete the phone interview stage will be placed in the **pool of “recommended candidates,”** from which principals select candidates to interview for hire. High-performing candidates’ materials are expedited to notify principals as early as possible of their availability for interviews and consideration.

Furthermore, in partnership with researchers at Columbia Business School, we created candidate composite scores that provide principals with information about the candidate’s potential performance level on IMPACT. We used data from prior seasons to determine which elements of the selection process are most predictive of IMPACT performance and weighted those various factors to create the composite scores. This feature allows principals to more efficiently identify the highest potential candidates from among a large recommended pool. Candidates are also able to indicate their interest in individual vacancies in our Applicant Portal to principals so that principals can prioritize their outreach to candidates who will have the best fit with their school.

In addition to ensuring there is a robust pool of high-quality candidates to staff all vacancies for the opening of school, we continue to provide support to schools to fill mid-year vacancies throughout the year through targeted sourcing, identification of available candidates for hard-to-fill content areas, and options for short-term coverage if needed.

Any candidate interested in a teacher leadership role takes a final content assessment to be eligible for teacher leadership roles.

### **Teacher Recruitment Budget**

Category	FY17	FY18	FY19 allocations*	FY19 NPS spent
Marketing and Online Postings	\$50,372	\$47,677	\$94,792*	\$22,295
Recruitment Fair Travel	\$20,000	\$31,269	\$29,400*	\$300
Recruitment Fair Registrations	\$10,000	\$11,030	\$6,000	\$1,335
Full Time Staff	\$1,146,271	\$1,312,763	\$1,347,881*	
Part Time Staff (TSAs, TCTLs)	\$88,419	\$89,000	\$64,000	
<b>TOTAL</b>	<b>\$1,315,062</b>	<b>\$1,491,740</b>	<b>\$1,542,073</b>	<b>\$23,930</b>

*\*The FY19 budget includes allocations for our School Leader Recruitment and Selection Team, as there was a restructuring and two teams were brought together under one Director. In FY18, the combined budgets for these teams would have been \$1,933,213.*

### **Teacher Candidate Volume in Recent Application Seasons**

In 2018, despite ongoing nationwide teacher shortages, DCPS was able to sustain a high volume of applications – leading to a robust recommended pool of candidates for school leaders to consider. In recent application seasons, we extended our tracking into July.

2018 Applications Completed	2017 Applications Completed	2016 Applications Completed	2015 Applications Completed	2014 Applications Completed
1909	1568	1789	1831	1579

While we continue to attract a high volume of candidates to teach in the district, we also have seen our retention rates for Highly Effective and Effective teachers increase over time. 94 percent of our strongest teachers remained in the district moving into School Year 2018-2019. Our team implements several district-level retention strategies to retain our top-performing teachers, including:

- **Standing Ovation:** An annual gala executed in conjunction with the DC Public Ed Fund that recognizes highly effective educators.
- **Opportunities Newsletter:** A bi-weekly newsletter that promotes local and national professional development, fellowship, and internship opportunities for all teachers.
- **Retention Emails:** Emails that are sent to groups of highly effective educators (e.g., award winners, teachers in high-need content areas, teachers in priority schools) in December and April that serves as an opportunity for them to have a point of contact within central office with whom they can share relevant feedback.

As we continue to focus on retaining top talent, we have begun to think about how to differentially retain talent by school type, location, and content area. As we continue to focus on retaining top talent, we have begun to think about how to differentially retain talent by school type, location, and content area.

### **School Leader Recruitment and Selection**

#### **Recruitment Strategy**

DCPS continues to identify and recruit high-potential school leaders for every principal vacancy, with a particular emphasis on instructional leadership, looking for (a) strong internal leaders, including Highly Effective assistant principals (APs) and members of the Mary Jane Patterson Fellowship, (b) local candidates with demonstrated success as leaders in schools with similar student populations and/or programming to DCPS, and (c) national leaders with demonstrated experience as leaders in schools with similar student populations and/or programming to DCPS.

The majority of candidates appointed to the Principal position with DCPS continue to be internal, a consistent trend over the last three years. For School Year 2018-2019, 75 percent of Principal appointments came from the internal talent pool, with four local and one national external candidates selected for Principal roles by the Chancellor.

#### **Sources for New DCPS Principals for School Year 2018-2019**

DCPS Principal (changed schools)	DCPS Principal (interim made permanent)	DCPS Assistant Principal	Mary Jane Patterson Fellow	External Principal, Local	External Principal, National	External Assistant Principal
4	3	5	3	4	1	0

#### **Principal Selection Process**

In School Year 2017-2018, the primary DCPS principal application process consists of 7 steps:

**1. Online Application:**

During the online application, candidates were asked to provide a resume, answer questions around their educational background and work experience, and complete a written response to an instructional video. In this written response, candidates were asked to score the video based on the DCPS Essential Practices rubric, provide evidence for their scores, and identify a key level for improvement.

**2. Phone Interview**

Qualified candidates were scheduled for a 45-minute phone interview with current DCPS Leaders.

**3. In-Person Interview**

Candidates who pass the phone interview were invited to an in-person interview day with various DCPS executive leaders. The in-person interview was approximately two hours long.

**4. Chancellor Interview**

Based on recommendations from the in-person interviews, recommended candidates were invited to interview with the Chancellor. At this point in the process, the School Leader Recruitment & Selection team checked each candidate's professional references.

**5. Candidate Pool**

After the Chancellor interview, approved applicants are placed in the applicant pool and become eligible to participate in Community Panel interviews at schools that have principal vacancies.

**6. Community Panel**

As principal vacancies are announced, candidates in the approved pool are invited to participate in Community Panels. The purpose of the panel is for the school community to give feedback to the Chancellor about candidate fit within a school community. Community Panels include school community members, parents, faculty, staff, and students of schools with vacancies.

**7. Hiring**

Based on the results of the community panel, the Chancellor will make all final principal hiring determinations. Official employment offers will be given by the Office of Talent & Culture.

**Expected Numbers – School Year 2018-2019 Selection Season**

For School Year 2019-2020, DCPS has amended the early stages of the selection process above to:

- Remove the phone interview, which we found was not a meaningful screen
- Improve the rigor of the instructional video activity to better assess nuanced instructional leadership capacity
- Add a performance task related to vision for school leadership and prioritization of resources

DCPS launched its Principal application on December 18, and anticipates filling all vacancies identified prior to May 1 by May 31.

The following table indicates the anticipated numbers of candidates at each stage of the selection process for School Year 2018-2019:

Phase of Selection	#
<b>Begin Online Application</b>	275
<b>Complete application and video quiz</b>	120
<b>Complete and pass performance task</b>	56
<b>Complete interviews and advance to approved pool</b>	21

### **Retention**

DCPS continues to implement an aggressive performance-based salary scale for Principals and Assistant Principals, as well as a bonus system for all Highly Effective school leaders, including special incentives to serve and continue leading in the priority schools. DCPS will also continue to target training and support to existing school leaders in a number of ways, including providing Principal Partners for first-year Principals and ensuring every Principal is managed and supported by a highly-experienced Instructional Superintendent.

In addition, DCPS will provide opportunities for Principal representatives to participate in the Chancellor's Principal Cabinet and on other system-wide committees. Finally, the quarterly Leadership Academies this year will provide each Principal with multiple choice sessions related to DCPS priorities to work with peers and Central Office colleagues to assess and analyze challenges.

### **Principal Retention Data**

Starting School Year	# of Schools	% of Principals Returning As Principal to Same School	% of Principals Returning As Principal (Including To Different School)	% of Principals Returning to DCPS (Including in Other Roles)	# of Principals Returning as Principal to Same School	# of Principals Returning As Principal (Including to Different School)	# of Principals Returning to DCPS (Including in Other Roles)
<b>SY12-13</b>	123	68%	76%	84%	84	94	103
<b>SY13-14</b>	111	81%	89%	89%	90	99	99
<b>SY14-15</b>	111	75%	79%	86%	83	88	95
<b>SY15-16</b>	113	81%	82%	88%	92	93	100
<b>SY16-17</b>	115	83%	86%	87%	96	99	100
<b>SY17-18</b>	115	81%	84%	93%	93	97	107

**Q12: For SY16-17, 17-18, and 18-19 to date, please list by school the number of classrooms that have lost a lead teacher or had a lead teacher on extended leave, before the conclusion of the school year.**

**a. By school, how many classrooms had substitute teachers for many than 20 cumulative school days?**

DCPS believes it is important to have an excellent full-time teacher in every classroom. There are times, however, when that is not possible because of extended leave, difficult to fill vacancies, or other reasons.

DCPS expects teachers to remain at DCPS through the entire school year and incentivizes teachers to resign at the appropriate times through the Declaration of Intent Not to Return (DINR) process. Still, a small number of teachers resign or are terminated by DCPS during school months due to personal or other reasons. When staff members leave midyear, the Office of Talent and Culture’s strategic staffing team works quickly with principals to assign substitute teacher coverage and quickly begin recruiting an appropriate replacement teacher for the remainder of the school year.

The following data shows when teachers leave DCPS for any reason during the school year during the past several school years. DCPS successfully limited the number of midyear separations in 2017-2018, with about five percent fewer midyear teachers separating than in the 2016-2017 school year. Our current data for the 2018-2019 school year indicates we are moving in a similar direction of fewer midyear separations this year, as well. (Please note: our 2018-2019 data will likely go upward slightly as we process resignations with effective dates in past months since we sometimes hear about them late.)

### Midyear Teacher Separations

School Year	Sep.	Oct.	Nov	Dec	Jan	Feb	March	April	May	Total
<b>SY16-17</b>	33	27	42	22	38	33	19	9	19	<b>242</b>
<b>SY17-18</b>	38	36	18	19	27	15	20	24	32	<b>229</b>
<b>SY18-19</b>	28	26	14	22						<b>TBD</b>

Please see the attached Excel file (**Q12 Attachment\_DCPS Midyear Separations by School**) above for Midyear separation data broken out by school.

While many of our schools are affected by midyear separations, and any midyear teacher separation is disruptive, many of our schools see relatively few and are able to adapt when these separations do happen. For example, in 2017-2018, more than half of all schools experienced just one or zero midyear teacher separations. Many of our larger secondary schools experience higher numbers of midyear attrition, often simply due to larger school sizes. However, several schools which have experienced attrition issues have also received dedicated support from the Office of Talent and Culture to ensure that students are still instructed by high-quality teachers and long-term substitutes.

**Q13: Please provide the name, job title, and position description of each individual and/or community-based organization providing behavioral health services in each school in SY16-17, SY17-18, and SY18-19 to date. For each school, please describe:**

- a. The personnel costs of these positions and the amount of these costs covered by Medicaid;**
- b. For each campus that lacks school-based physical, behavioral, and mental staff, please provide any plans that DCPS has to assist the schools to remediate their absence. Please provide a narrative description of such efforts in FY17, and to date in FY18.**
- c. The type of service offered by the individual and/or community-based organization as well as the frequency with which those services are provided.**

The staffing rosters for School Year 2016-2017, 2017-2018, and 2018-2019 are provided by school assignment. Duplicate names are an indicator of a split schedule between schools.

DCPS' partnerships with community-based organizations have grown over the last several years. During School Year 2017-2018, DCPS began a vetting process that included screening, matching, and brokering partnerships between community-based organizations and schools. Prior to School Year 2017-2018, community-based organizations solicited partnerships with schools independently. DCPS now has an MOA process and maintains communication with partners and schools to ensure sustainability.

New partnerships are listed as "N/A" prior to School Year 2018-2019. Please see the following attachments:

Q13 Attachment\_FY18 CBOs  
Q13 Attachment\_FY18 EBT Descriptions  
Q13 Attachment\_FY18 School Psychologist CSO Position Description  
Q13 Attachment\_FY18 School Psychologist Position Description  
Q13 Attachment\_FY18 Social Worker Position Description  
Q13 Attachment\_FY18 Staff Roster

**a. The personnel costs of these positions and the amount of these costs covered by Medicaid;**

**Personnel Costs**

	SY16-17	SY17-18	SY18-19
WTU Social Workers (10 month)	\$55,209 to \$127,790	\$55,209 to \$127,790	\$60,067 to \$135,033
WTU School Psychologists (10 month)	\$55,209 to \$127,790	\$55,209 to \$127,790	\$60,067 to \$135,033
CSO School Psychologist (12 month)	\$70,738 to \$130,358	\$70,738 to \$130,358	\$70,738 to \$130,358
WTU School Counselors (10 month)	\$55,209 to \$127,790	\$55,209 to \$127,790	\$60,067 to \$135,033

We will complete our FY2018 Medicaid cost settlement report by June 2019. In FY2017, 61.6 percent of our overall personnel costs aligned with service delivery for Medicaid-eligible students in special education and, thus, are eligible for reimbursement through the cost settlement process.

**b. For each campus that lacks school-based physical, behavioral, and mental staff, please provide any plans that DCPS has to assist the schools to remediate their absence. Please provide a narrative description of such efforts in FY17, and to date in FY18.**

**Social Work Staffing**

DCPS believes that mental health staff are important members of a school community as we ensure that the academic and social-emotional needs of students are met. For school mental health, that has meant securing quality and credentialed staff. Even with our efforts, there are

times when vacancies exist, or school leaders elect to meet these staffing needs in non-traditional ways. In School Year 2017-2018, Banneker HS, Drew ES, Randle Highlands ES, and Ross ES did not elect school social worker allocations. School leaders were sometimes approved to make these decisions based on budget pressures and demonstrated options for meeting the need, absent a position. Payne ES, Key ES, and Peabody ES had staffing vacancies that were filled in February 2018. Payne ES had been supported through other existing school-based staff (social worker and school psychologist). Key ES and Peabody ES was supported through itinerant social workers as needed for service delivery, assessments, and meetings.

In School Year 2018-2019, Bunker Hill, Hyde-Addison, Webb-Wheatley, Eastern HS, Cardozo EC, Jefferson MS, CW Harris ES, LaSalle EC, Whitter EC, Leckie ES, and Boone ES experienced short-term gaps in coverage. To ensure continuity of services, DCPS hired a “Not to Exceed” (NTE) social worker to cover at CW Harris, La Salle EC, and Whitter EC. The other schools identified were supported with central office resources, such as itinerant social workers, art therapists, and community-based partners to supplement the school-based teams. Luke C. Moore Opportunity Academy has recently received a resignation, the administration is partnering with the social work manager to hire a new candidate from the pool. At Luke C. Moore we are also identifying additional ways to support the current assigned school based social worker with service delivery, assessments and meetings. Only one school elected not to have a social worker.

### **School Psychology Staffing Gaps**

Nationally, there is a shortage of school psychologists. DCPS starts recruitment efforts earlier and has maximized the itinerant central office pool of school psychologists to meet the highest priority needs of schools with vacancies. In School Year 2017-2018, Brent ES, Burroughs ES, CW Harris ES, Langdon ES, Luke C Moore HS, Noyes ES, Tubman ES, Stoddert ES, Stuart-Hobson MS, and Walker-Jones EC had vacant school psychologist positions. Vacant positions were supported through central office itinerant school psychologists. They provided coverage for a variety of multi-disciplinary meetings and conducted psychological evaluations. McFarland MS and Ballou STAY Schools did not elect school psychologist allocations and as such, they were listed as district gaps. McFarland received support through the co-located resources at Roosevelt. Ballou STAY received support through the co-located resources at Ballou HS.

**f. The type of service offered by the individual and/or community-based organization as well as the frequency with which those services are provided.**

Students, families and school staff work together to establish baseline data necessary to make decisions about frequency and duration of services. DCPS uses the Response to Intervention (RTI) process to review areas of concern and plan levels of educational supports, including school mental health services. Similarly, for students with disabilities, school teams make duration and frequency decisions for school mental health services as a related service. Under both circumstances, services are provided, monitored in relations to the response to intervention and plans continued or modified to meet the needs of students.

Community-based organizations (CBOs) provide supplemental mental health supports to students in prevention, early intervention and clinical service areas. CBOs provide a range of intensive services, including but not limited to family functional therapy, trauma-focused CBT, parent-child interaction therapy, multi-systemic therapy, substance use services and

mindfulness training. Some CBOs also provide psychiatry services and community-based supports that extend beyond mental health.

**Community Based Organizations – Providing Behavioral Health Services**

DCPS currently partners with 11 community-based organizations to provide mental health and other supplemental services. Each of these schools have partnered to provide prevention, early intervention, and clinical services. The school based mental health expansion project is currently in process and CBO’s are hiring their staff for the launch of this project.

The following organizations have partnered with DCPS: Hillcrest, Community of Hope, Once Common Unity, Howard University Behavioral Health, Mary’s Center, Latin American Youth Center, MBI, Smile, Catholic Charities, Wendt Center, and Connected Psychology. Below is a list of the schools that community-based organizations are in process or currently partnering with for School Year 2018-2019. Community-based organization staffing is unavailable at this time. However, all CBO staff are subject to background checks and license verification.

Community Based Organization	School matching
Catholic Charities	Aiton, Ron Brown, Bunker Hill, Dunbar*, JC Nalle, Noyes, Payne, Oyster-Adams, Walker-Jones, Wheatley
Community of Hope	Hendley*, Moten, Patterson
Connected Psychology	King
Hillcrest	Ballou, Hart, Johnson, Plummer, Turner, HD Woodson
Howard Behavioral Health	Luke C. Moore, Washington Metropolitan
Latin American Youth Center	Cardozo
Mary’s Center	Barnard, Bell, Bruce Monroe, HD Cooke Powell, Roosevelt*, Truesdale, Tubman
MBI	CW Harris, Elliot-Hines, Hendley*, Houston, Malcolm X, Kelly Miller, Savoy, Stanton
One Common Unity	Eastern, Roosevelt
Smile	Dunbar*, Smothers
Wendt	As needed

\*pending agreement

See the attachment **Q13 Attachment\_FY18 EBT Descriptions** for evidence-based treatments.

**Q14: Give a narrative description of recruitment efforts by DCPS as it relates to bilingual school-based physical, mental, and behavioral health professionals.**

In an effort to recruit qualified bilingual school psychologists, we have used some traditional recruitment efforts such as newspaper ads and career websites, including those specific to psychology such as the National Association of School Psychologists (NASP). We have partnered with a host of universities with School Psychology programs, offering opportunities for internships for bilingual school psychology students. We have used informal networking through current bilingual school psychology staff for referrals. We have also implemented targeted recruitment efforts in places like Puerto Rico.

We have used similar efforts to recruit qualified bilingual school social workers, including:

- Traditional recruitment efforts, such as newspaper ads and career websites;
- Partnering with universities with Social Work programs – again, offering opportunities for internships for bilingual school social workers;
- Using current bilingual social worker professional networks; and
- Manager membership (former chair) in the local chapter of School Social Work Association of America (SSWAA- DC)

For our recruitment of bilingual counselors, we worked with local universities that have Counseling departments (i.e., Howard, Trinity, UDC). In this collaborative effort, they have sent some great candidates who are qualified counseling professionals. The Office of Talent and Culture (formerly Office of Human Capital) supported our recruitment efforts through traditional methods such as hiring fairs, website presence, and advertisement. Also, we asked our current bilingual counselor staff for referrals of bilingual counselors from their professional networks.

**Q15: Describe the professional developments opportunities provided/offered to DCPS staff that was in collaboration with other local education agencies for SY16-17, SY17-18, and SY18-19 to date.**

**Health and Wellness:** DCPS provided professional development at the OSSE Health Summit in August 2017. DCPS's Health and Wellness Team trained participants on DCPS's Transgender and Gender Non-Conforming Policy Guidance. Public charter school educators and OSSE's wellness staff attended the training.

**Literacy:** The Achievement Network (ANet) provides formative assessments to all DCPS schools and many charter schools in the District. ANet also provides additional Professional Development to a selection of DCPS and charter schools on how to effectively use their assessment data to target instruction. Charter and DCPS school teams have the option to participate in network meetings and share best practices.

**Social Studies:**

- **Hamilton Education Program:** DCPS partnered with staff from DC Public Charter School Board to coordinate students from every DCPS high school and nearly every charter high school to attend two special performances of the musical Hamilton at the Kennedy Center. DCPS coordinated the implementation of a student-facing curriculum from the Gilder Lehrman Institute of American History for DCPS and charter teachers at a districtwide professional development day in August. Staff from both sectors and the Deputy Mayor of Education's office coordinated with community partners such as the Walmart Foundation to fully fund the experience (i.e., tickets, buses, and lunch) so that 2,500 students could attend.
- **Real World History course:** DCPS continues to partner with the Center for Inspired Teaching (CIT) to jointly offer an elective history class (*Real World History*), which focuses on the practical applications of history through study of the Great Migration and an internship at a local museum or historical site. The course is taught by a staff member from CIT and includes students from a number of DCPS and charter schools over the past two years, including: Maya Angelou PCS, Next Step PCS, SEED PCS, Capital

City PCS, Cesar Chavez PCS, Richard Wright PCS, Washington Latin PCS, and EL Haynes PCS.

- **Social Studies Professional Development:** Teachers from nine local public charter schools receive biweekly email newsletters from DCPS which highlight information on professional learning opportunities offered by DCPS, as well as other local partner organizations (e.g., The Smithsonian Anacostia Community Museum, the National Museum of the American Indian, Teaching for Change, etc.). Teachers from those schools have periodically attended DCPS Professional Development Days. These charters include Two Rivers PCS, Center for Inspired Teaching, Friendship PCS, Perry St. Prep PCS, Cesar Chavez PCS, EL Haynes PCS, City Arts and Prep PCS, Paul PCS, and Washington Yu Ying PCS.
- **We the People Congressional Hearings:** As part of a collaborative, federal SEED grant being administered jointly across Virginia, DC, Maryland and West Virginia, teachers from DCPS and five charter schools have attended professional development to bolster their background knowledge about the U.S. Constitution. This training helps them teach this topic and to prepare students to participate in the *We the People* competition, a simulated congressional hearing competition for secondary students. In addition to DCPS, these charter schools include Chavez Capitol Hill HS, Chavez Parkside HS, Chavez Prep MS, Chavez Parkside MS, and DC Prep PCS.
- **Mikva Challenge DC:** This program provides teachers and students with training to pursue action civics, studying and taking informed action on problems in their local communities. DCPS has collaborated with Mikva Challenge DC to bring their curricular resources into our 12<sup>th</sup> grade U.S. Government, D.C. History, and English curriculum and a number of DCPS high schools have participated in their two main initiatives: Project Soapbox and the Action Civics Fair. Along with DCPS high schools, the following charter schools have participated in professional development and these competitions: SEED PCS, Center City PCS, Thurgood Marshall Academy, E.L. Haynes PCS, Capital City PCS, and Paul PCS.
- **Street Law Inc.:** As part of a grant through Street Law Inc., DCPS along with Chavez School, Burke School, and Cathedral School participated in a two-day seminar on law-related education. The seminar highlighted content and strategies for teaching law and government and how to empower students to take action as a result of their learning.

**World Language:** Globe Fellows participated in a round of peer observations with Arlington Public Schools on March 23, 2017. Arlington Public School's World Language Supervisor, Elisabeth Harrington, led the teacher cohort on a school visit to Washington Lee High School and Jefferson Middle School, followed by a debrief of instructional best practices.

**Advanced and Extended Learning:** The Office of Out of School Time Programs is working in conjunction with the DME to train DCPS staff to participate in the Weikart: Center for Youth Program Quality, using the Youth Program Quality Assessment Tool. The pilot is currently happening at 1 afterschool site: Truesdell. To date, DME has trained two program directors, two trainers and two assessors who will work to train, coach and assess the quality of afterschool programs in DCPS. Ultimately, it is our goal to have all program sites trained on how to effectively implement the Weikart program quality tool.

**DC Secondary Transition Community of Practice:** DCPS continues to participate in the monthly DC Secondary Transition Community of Practice (CoP) sessions sponsored by the Office of the State Superintendent of Education and SchoolTalk DC. The CoP brings together transition

experts from LEAs across the District in both non-public and public charter schools, as well as a cross-section of representatives from different organizations that include DC Government agencies, non-profits, institutions of higher learning, disability advocacy organizations, direct-service agencies, and transition-aged youth and their parents. The purpose of the CoP is to strengthen our individual and collective ability to increase and improve outcomes for transition-aged youth with disabilities as they leave secondary school and pursue work or higher education.

**Secondary:** In School Year 2017-2018, DCPS worked closely with the following agencies for its Career Education professional development:

- OSSE, inviting their CTE Director to host a session on Virtual Job Shadow – an online career exploration tool;
- Friendship Public Charter Schools, inviting their teachers to join Career Education professional development days, field trips, and professional learning communities;
- Early Horizons Day Care Centers, sending Career Education teachers in Early Childhood Education to observe high-quality instruction;
- AVEDA Institute, sending Career Education Cosmetology and Barbering teachers to observe current instruction to lead to certification;
- UDC-CC, to renew articulated credit agreements for Career Education students; and
- UDC School of Engineering and Applied Sciences, sending Career Education teachers to tour labs and network with higher education professors.

**Language Acquisition:** During School Year 2017-2018 the Language Acquisition team provided professional development opportunities for staff in collaboration with the following organizations:

- International Network of Public Schools, for continued implementation of the International Academies at Roosevelt, Cardozo, and a modified Internationals Support cohort at Coolidge.
- Council of Great City Schools, for the implementation of the 3Ls program (Learning, Language, and Literacy) at Tubman, Truesdell, Barnard, and the middle school summer program.
- ELlevation Education, to increase capacity of school-based ACCESS Test Chairs to be able to share the Instructional Resources available through ELlevation with their school-based staff.

In 2016-2017, DCPS offered ESL teachers and counselors the opportunity to take courses at Trinity University, online through ASCD and in person through the DCPS Language Acquisition Division's Fall, Spring, and Summer courses. In addition, all counselors had the opportunity to participate in the MELLFIN conference – a conference designed to offer participants the opportunity to learn more about successful strategies to support English Learner students and families currently being used in school districts in Maryland and Virginia. They were able to choose from workshops focused on Interventions and Strategies for Central American Youth, Recognition of Complex Trauma in School Settings, Evidence-based Family Engagement Practices, and the opportunity to unpack the newly released U.S. Department of Education Newcomer Toolkit among many others.

**Georgetown University's McDonough School of Business.** From 2013 through 2015, DCPS partnered with Georgetown University to develop and support an **Executive Master's in Leadership (EML) degree program** for a select cohort of DCPS principals. In January 2017, DCPS

re-established that partnership with support from the DC Public Education Fund and the Walton Family Foundation to launch the first-ever district-charter leader cohort of the EML program. This unique program welcomed its second cohort in January 2018, which includes five DC Public School principals, five DC Public School central office leaders, and ten DC charter school leaders. The DC Public School Leaders (DCPSL) EML program will enhance the skills and capacity of public school principals, while facilitating best-practice sharing across district and charter schools.

**Specialized Instruction:** DCPS' Division of Specialized Instruction (DSI) continues its participation in the monthly DC Secondary Transition Community of Practice (CoP) sessions sponsored by the Office of the State Superintendent of Education and SchoolTalk DC. The CoP brings together transition experts from LEAs across the District in both non-public and public charter schools, as well as a cross-section of representatives from different organizations that include DC Government agencies, non-profits, institutions of higher learning, disability advocacy organizations, direct-service agencies, and transition-aged youth and parents. The purpose of the CoP is to strengthen our individual and collective ability to increase and improve outcomes for transition-aged youth with disabilities as they leave secondary school to pursue work, higher education, and independent community living. Members of the DSI Secondary Transition team attend the CoP monthly sessions.

**Q16: List all the professional development opportunities provided to DCPS staff specifically on social emotional skills, behavior and classroom management, and alternatives to school exclusion in each of SY17-18 and SY18-19 to date. Please include the following:**

- a. **A description of each training and/or activity;**
- b. **The percentage of DCPS staff who have completed each training an/or activity; and**
- c. **Any plans to increase the number of staff who participates in these trainings and/or activities.**

DCPS is committed to ensuring that every student receives a holistic learning experience that prepares them for success. We acknowledge that learning is social and emotional, and by elevating those aspects of the learning process, we are ensuring that students are equipped to assume the rigor of learning while gaining the necessary tools to navigate the challenges of the world around them. Therefore, DCPS strives to ensure that all schools are safe and nurturing learning environments, where the academic and social-emotional needs of all students are met, is the work of our social-emotional learning (SEL) and equity work and central to DCPS reaching its goal of 100% of students feeling loved, challenged, and prepared. While SEL is about supporting adults and students in developing competencies like empathy, cultural awareness and responsible decision making. It also about helping teachers to develop the skills to manage the stress of working in very complex classrooms and to support students who have experienced trauma. Most importantly, SEL is about creating the school and classroom conditions where every student can thrive and develop their whole selves.

This year, DCPS focused on building adult SEL capacity, as well as, integrating SEL into school-wide policies, practices, and classroom experiences. This included building our school leaders' knowledge of trauma-informed practices and teachers' knowledge of what a classroom that supports social-emotional and academic development looks and feels like. Additionally, we began the work of strengthening SEL-based interventions, such as restorative practices, trauma-

informed practices and evidence-based therapies to support positive student behavior in alignment with the Student Fair Access to Schools Act. In School Year 2018-2019, schools established an SEL goal as part of their comprehensive school plan (CSP) and an SEL lead at each school was trained to support the school-level implementation.

DCPS schools that have been implementing SEL for more than five consecutive years demonstrate higher than average student achievement and lower than average discipline rates. Currently 84 DCPS schools are implementing SEL programming, with more than half in early implementation. The District's future work includes supporting the fidelity of SEL implementation, creating and adopting SEL standards, incorporating a trauma-responsive tiered SEL approach across the district; and intentionally infusing SEL into family and community partnerships.

Our SEL and Equity work are key strategic priorities and encompasses the courageous next steps necessary for all students to be in learning environments that reinforce their sense of academic belonging and send constant signals that they are valued for all their assets and deserving of investment and rigor.

- 1. School Climate & SEL Boot Camp** – This training was designed for any school-based staff who supported student behaviors (AP, dean of students, behavior techs, and ISS coordinators). The focus on SEL/SEAD, Equity and Student Behavior. Session titles included: THE SEAD Behavior Team: A Matter of Equity, The What and Why of a SEAD Behavior Team, Building Relationships with All Stakeholders, Leveraging Communication with Stakeholders, Using Systems & Data to Build School Culture, Bully Prevention and Policy, and Chapter 25 & Student Behavior Tracker Entry. Total number of staff members trained: 200
- 2. Bully Prevention Point of Contact (POC) Training** – This training is designed to support teachers and staff who act as points of contact for bullying reports and prevention in their schools. The focus is on ensuring the proper documentation of bully reports and proactive ways to implement bully prevention strategies and activities in their schools. Total number of staff members trained: 140
- 3. Responsive Classroom Training** – This training is designed for elementary school teachers. The program is an evidence-based approach rooted in social emotional learning, engaging academics, building a positive, emotionally safe environment, use of effective management and developmentally responsive teaching. Total number of staff members trained: 90
- 4. Conscious Discipline Training** – This training is designed for elementary school teachers. The program is an evidence-based, trauma-informed approach rooted in social emotional learning, discipline and self-regulation skill building. Total number of staff members trained: 75
- 5. Second Step Training** – This training is designed for elementary and middle school teachers and staff. The program is rooted in social-emotional learning skills including: focusing attention, following directions, self-talk, being assertive, developing empathy, emotion management, and problem solving that helps transform schools into supportive, successful learning environments. The focus of the training is on appropriate implementation of the curriculum and use of extension activities that helps to keep parents informed of curriculum skills. Total number of staff members trained: 2,000
- 6. SEL Lead POC Training** – This training is designed for staff who are identified as lead point of contacts for Social Emotional Learning implementation in their assigned schools. The focus is on defining the common language around social emotional learning & social emotional and academic development; defining the 5 SEL competencies; understanding the role of the

SEL Lead; and reviewing available resources created and accessible from DCPS and CASEL.

Total number of staff trained: 120

7. **3-day Restorative Justice Community Building (Proactive Circles) Training** - This training was facilitated by Youth and Families in Crisis, LLC and was designed for all grade levels. The focus is on the utilization of Restorative Justice Practices as a foundational practice of how we build and maintain a positive school culture and building relationships. Participants will be able to facilitate and support the use of community building circles. Total number of staff trained: 45
8. **5-day Restorative Justice Responsive Circles Training** - This training was facilitated by Youth and Families in Crisis, LLC and was designed for all grade levels. The focus is on the utilization of Restorative Justice Practices as a foundational practice of how we build and maintain a positive school culture, build relationships, and respond to student behavior. Participants will be able to facilitate and support the use of both community building and responsive circles. Total number of staff trained: 25
9. **2-day Restorative Justice Community Building Circle Training** - This training was facilitated by the International Institute of Restorative Practices (IIRP) and was designed for all grade levels. The focus is on the utilization of Restorative Justice Practices as a foundational practice of how we build and maintain a positive school culture and building relationships. Participants will be able to facilitate and support the use of community building circles. Total number of staff trained: 40
10. **Courageous Conversations** – As described in the book *Courageous Conversations About Race*, building staff members’ will and skill to acknowledge and address forms of institutional and interpersonal bias as they manifest in our work is central to increasing staff members’ fidelity to equitable policies and practices in the district. Therefore, we have partnered with Pacific Education Group to facilitate a variety of trainings for school-based and central office staff. Our Summer Leadership Institute exposed over 800 principals and teacher leaders to foundational content in the *Courageous Conversations* model and several in-depth day-long sessions have been offered this school year for over 150 school-based and central office staff to deepen their familiarity and practice with the model. Total number of staff trained: 100+

DCPS is planning to continue to infuse social-emotional learning into future trainings, including spring professional development sessions, the summer SEL conference, and summer leadership institute. The next significant multi-year phase of this work will be to ensure social-emotional learning opportunities are embedded in many student’s academic experiences. This will require DCPS to continue and increase trainings and activities pertaining to social-emotional and academic development.

**Q17: For FY17, FY18, FY19 to date, please provide an accounting of the agency’s expenditures resulting from IMPACT (including, bonuses, management, oversight, and implementation).**

IMPACT Implementation Costs	FY17 Actual	FY18 Actual	FY19 Projected
IMPACT Implementation Team (16 employees in FY19)	\$1,687,348	\$1,694,281	\$1,689,835
IMPACT Platform Developer	\$165,000	\$165,000	\$165,000
Contract for the “Value-Added” Calculations	\$225,575	\$229,325	\$229,325
Staff and School Leader IMPACT Guidebooks and Final Reports– Design/Publication	\$152,781	\$177,475	\$75,000

IMPACT Final Reports – Design/Publication	\$41,048	\$30,000	\$30,000
Contract to Support Student Surveys	\$0*	\$150,000	\$157,800
Education Pioneer Contract	\$13,000	\$13,000	\$11,250
<b>Total</b>	<b>\$2,271,752</b>	<b>\$2,446,081</b>	<b>\$2,341,480</b>

\*The Student Survey Contract was paid in FY2017 with private funds.

IMPACTplus Bonus Costs	FY17 Actual (earned in SY15-16)	FY18 Actual (earned in SY16-17)	FY19 Projected (earned in SY17-18)
Teacher IMPACTplus Bonuses	\$12,979,550	\$13,452,750	\$15,147,000
School Leader IMPACTplus Bonuses	\$1,272,500	\$1,240,000	\$835,000
Other Staff IMPACTplus Bonuses	\$1,400,200	\$1,830,075	\$1,858,500
<b>Total</b>	<b>\$15,652,250</b>	<b>\$16,522,825</b>	<b>\$17,840,500</b>

**Q18: The following questions are regarding IMPACT, DCPS’s system for assessing the performance of teachers, school leaders and other school-based staff:**

- a. **Define each rating (i.e., highly effective, effective, developing, minimally effective and ineffective), and list the number of employees that are in each rating category in SY13-14, SY14-15, SY15-16, SY16-17, SY17-18;**
- b. **Provide the total number of employees by ward who were ranked highly effective, developing, minimally effective, and ineffective for SY17-18;**
- c. **Detail the total number of teachers in each performance category that were rated under IMPACT in FY18 and FY19 and subsequently remained employed by DCPS as educators the following fiscal year. Please also provide this retention information by ward.**

All teachers receive a final score between 100 and 400, which corresponds to one of five final ratings: Highly Effective, Effective, Developing, Minimally Effective, or Ineffective.

- **Highly Effective** (Final score between 350 and 400): This rating signifies outstanding performance. Teachers who earn Highly Effective ratings are eligible to advance to the next Leadership Initiative for Teachers (LIFT) career stage, giving them access to a variety of leadership opportunities as well as increased recognition and compensation.
- **Effective** (Final score between 300 and 349): This rating signifies solid performance. Teachers who earn Effective ratings are also eligible to advance to the next LIFT career stage (up to the Advanced Teacher stage), albeit at a slower pace than educators who earn Highly Effective ratings. These teachers will progress normally on their pay scales.
- **Developing** (Final score between 250 and 299): This rating signifies performance that is below expectations. If after three years, however, an educator is unable to move beyond the Developing level, she or he will be subject to separation. In addition, teachers who earn Developing ratings will be held at their current salary step until they earn a rating of Effective or Highly Effective, and they will not advance on the LIFT career ladder.
- **Minimally Effective** (Final score between 200 and 249): This rating signifies performance that is significantly below expectations. If after two years, however, an educator is unable to move beyond the Minimally Effective level, she or he will be subject to separation. In addition, teachers who earn Minimally Effective ratings will be held at their current salary step until they earn a rating of Effective or Highly Effective, and they will not advance on the LIFT career ladder.

- **Ineffective** (Final score between 100 and 199): This rating signifies unacceptable performance. Individuals who receive this rating for one year will be subject to separation.

**IMPACT Ratings for Teachers from SY2013-2014 to SY2017-2018**

School Year	Ineffective	Minimally Effective	Developing	Effective	Highly Effective
SY13-14	2% (n=54)	5% (n=162)	17% (n=586)	45% (n=1,500)	32% (n=1,061)
SY14-15	1% (n=46)	4% (n=136)	16% (n=569)	44% (n=1,593)	35% (n=1,245)
SY15-16	1% (n=51)	4% (n=158)	15% (n=569)	43% (n=1,617)	37% (n=1,408)
SY16-17	2% (n=80)	5% (n=180)	15% (n=582)	43% (n=1,639)	36% (n=1,369)
SY17-18	1% (n=39)	4% (n=137)	12% (n=462)	43% (n=1,665)	40% (n=1,539)

- b. Provide the total number of employees by ward who were ranked highly effective, developing, minimally effective, and ineffective for SY17-18;**

**School Year 2017-2018 Teacher Rating Distribution by Ward**

Ward	Ineffective	Minimally Effective	Developing	Effective	Highly Effective	Total
1	1% (n=4)	3% (n=13)	11% (n=51)	44% (n=206)	42% (n=197)	471
2	0% (n=0)	1% (n=3)	7% (n=15)	33% (n=68)	58% (n=117)	203
3	1% (n=3)	2% (n=10)	8% (n=38)	36% (n=178)	54% (n=266)	495
4	1% (n=8)	3% (n=20)	13% (n=84)	49% (n=321)	34% (n=222)	655
5	1% (n=4)	5% (n=17)	18% (n=65)	48% (n=174)	28% (n=103)	363
6	1% (n=6)	3% (n=16)	8% (n=46)	39% (n=228)	49% (n=285)	581
7	2% (n=7)	4% (n=19)	16% (n=73)	50% (n=231)	29% (n=132)	462
8	1% (n=7)	6% (n=37)	15% (n=88)	43% (n=250)	34% (n=194)	576
Teachers in Programs/ Serve Multiple Wards	0% (n=0)	6% (n=2)	6% (n=2)	25% (n=9)	64% (n=23)	36

- c. Detail the total number of teachers in each performance category that were rated under IMPACT in FY18 and FY19 and subsequently remained employed by DCPS as educators the following fiscal year. Please also provide this retention information by ward.**

DCPS retains the vast majority of its best teachers as a result of the district's best-in-the-nation performance-based compensation system, its career ladder (LIFT), its professional development system (LEAP), and the leadership of its principal corps. In fact, from School Year 2017-2018 to School Year 2018-2019 DCPS retained **93% of its Highly Effective** teachers and **90% of its Effective** teachers in the classroom.

**Teacher Retention in School-based Roles from SY2016-2017 to SY2017-2018**

SY16-17 Final IMPACT Rating	Retained as DCPS Teacher	Not Retained as DCPS Teacher	Total
Ineffective	1% (n=1)	99% (n=79)	80
Minimally Effective	40% (n=73)	60% (n=107)	180

SY16-17 Final IMPACT Rating	Retained as DCPS Teacher	Not Retained as DCPS Teacher	Total
Developing	77% (n=449)	23% (n=133)	582
Effective	87% (n=1,421)	13% (n=218)	1,639
Highly Effective	91% (n=1,246)	9% (n=123)	1,639

**Teacher Retention in School-based Roles from SY2017-2018 to SY2018-2019**

SY17-18 Final IMPACT Rating	Retained as DCPS Teacher	Not Retained as DCPS Teacher	Total
Ineffective	8% (n=3)	92% (n=36)	39
Minimally Effective	50% (n=68)	50% (n=69)	137
Developing	75% (n=347)	25% (n=115)	462
Effective	90% (n=1,500)	10% (n=165)	1,665
Highly Effective	93% (n=1,425)	7% (n=114)	1,539

**Teacher Retention by Ward from SY2017-2018 to SY2018-2019**

While DCPS retained **91% of its Effective or Highly Effective** teachers overall as teachers from School Year 2017-2018 to School Year 2018-2019, that retention differed slightly by Ward.

Ward	Effective and Highly Effective Teachers Retained as a Teacher	Not Retained as a Teacher	Total Effective and Highly Effective Teachers
1	92% (n=369)	8% (n=34)	403
2	91% (n=168)	9% (n=17)	185
3	92% (n=408)	8% (n=36)	444
4	92% (n=497)	8% (n=46)	543
5	91% (n=251)	9% (n=26)	277
6	89% (n=457)	11% (n=56)	513
7	93% (n=338)	7% (n=25)	363
8	92% (n=408)	8% (n=36)	444
Teachers in Programs/ Serve Multiple Wards	91% (n=29)	9% (n=3)	32

**School Leaders**
**2016-2017 IMPACT RATINGS FOR SCHOOL LEADERS**

- **Highly Effective:** This rating signifies outstanding performance. School leaders who earn Highly Effective ratings are tapped for district leadership opportunities and receive performance bonuses.
- **Effective:** This rating signifies solid performance. School leaders who earn Effective ratings are provided with developmental opportunities throughout the school year and tapped for leadership development opportunities.
- **Minimally Effective:** This rating signifies performance that is below expectations. Instructional superintendents prioritize working with these school leaders to identify their specific developmental needs and provide targeted professional development. School leaders who earn this rating do not receive salary step increases.

**IMPACT Ratings for Principals**

School Year	Ineffective	Minimally Effective	Effective	Highly Effective
SY13-14	7	50	35	14
SY14-15	6	18	40	40
SY15-16	4	25	46	31
SY16-17	0*	22	61	27
SY17-18	0*	27	57	23

*\*Prior to SY16-17, any school leader who was non-reappointed was assigned a rating of Ineffective, regardless of the IMPACT score they received. Starting in SY16-17, non-reappointed school leaders were assigned the IMPACT rating that corresponds to their IMPACT score. Thus, starting in SY16-17, no school leaders were assigned a rating of Ineffective.*

**IMPACT Ratings for Assistant Principals**

School Year	Ineffective	Minimally Effective	Effective	Highly Effective
SY13-14	5	59	55	13
SY14-15	2	30	73	49
SY15-16	6	45	65	43
SY16-17	0*	31	88	47
SY17-18	0*	47	91	25

*\*Prior to SY16-17, any school leader who was non-reappointed was assigned a rating of Ineffective, regardless of the IMPACT score they received. Starting in SY16-17, non-reappointed school leaders were assigned the IMPACT rating that corresponds to their IMPACT score. Thus, starting in SY16-17, no school leaders were assigned a rating of Ineffective.*

**IMPACT RATINGS FOR OTHER SCHOOL-BASED STAFF**

All other school-based staff receive a final score between 100 and 400, which corresponds to one of five final ratings: Highly Effective, Effective, Developing, Minimally Effective, or Ineffective.

- **Highly Effective** (Final score between 350 and 400): This rating signifies outstanding performance. Members of the Council of School Officers (CSO) and the Washington Teachers' Union (WTU) who earn this rating are eligible for additional compensation.
- **Effective** (Final score between 300 and 349): This rating signifies solid performance. Individuals who earn this rating progress normally on their pay scales.
- **Developing** (Final score between 250 and 299): This rating signifies performance that is below expectations. A CSO or WTU member who earns a Developing rating is held at his or her current salary step until he or she earns a rating of Effective or Highly Effective. If an individual does not move beyond the Developing rating after three years, he or she will be subject to separation.
- **Minimally Effective** (Final score between 200 and 249): This rating signifies performance that is significantly below expectations. A CSO or WTU member who earns a Minimally Effective rating is held at his or her current salary step until he or she earns a rating of Effective or Highly Effective. If an individual does not move beyond the Minimally Effective rating after two years, he or she will be subject to separation.
- **Ineffective** (Final score between 100 and 199): This rating signifies unacceptable performance. Individuals who receive this rating will be subject to separation.

**IMPACT Ratings for Other School-Based Staff from School Year 2013-2014 to School Year 2017-2018**

School Year	Ineffective	Minimally Effective	Developing	Effective	Highly Effective
SY13-14	1% (n=32)	3% (n=66)	11% (n=275)	41% (n=1,057)	44% (n=1,118)
SY14-15	1% (n=31)	2% (n=65)	11% (n=313)	39% (n=1,085)	46% (n=1,267)
SY15-16	1% (n=28)	2% (n=67)	11% (n=310)	37% (n=1,057)	49% (n=1,429)
SY16-17	1% (n=28)	2% (n=68)	10% (n=300)	37% (n=1,108)	50% (n=1,491)
SY17-18	1% (n=22)	2% (n=63)	9% (n=265)	37% (n=1,122)	52% (n=1,572)

**SY2017-2018 Other School-Based Staff Rating Distribution by Ward**

Ward	Ineffective	Minimally Effective	Developing	Effective	Highly Effective	Total
1	1% (n=2)	1% (n=3)	7% (n=21)	31% (n=93)	60% (n=179)	298
2	1% (n=1)	5% (n=6)	8% (n=11)	29% (n=38)	58% (n=76)	132
3	1% (n=2)	0% (n=1)	5% (n=12)	32% (n=84)	62% (n=164)	263
4	2% (n=8)	2% (n=8)	7% (n=31)	42% (n=191)	48% (n=217)	455
5	0% (n=1)	4% (n=11)	10% (n=32)	35% (n=109)	50% (n=156)	309
6	1% (n=5)	3% (n=13)	9% (n=40)	36% (n=160)	51% (n=226)	444
7	0% (n=1)	2% (n=10)	13% (n=53)	42% (n=174)	42% (n=174)	412
8	0% (n=2)	2% (n=8)	12% (n=56)	37% (n=180)	49% (n=236)	482
Teachers in Programs/ Serve Multiple Wards	0% (n=0)	1% (n=3)	4% (n=9)	37% (n=93)	58% (n=144)	249

**Q19: Describe the administrative actions taken for employees in each category, including termination, professional development and other support where relevant. Please also provide a timeline for such actions. How many teachers, employees, and staff were terminated, fired, or excused in FY17?**

The table below details the district-level supports and professional development structures. At the school-level, school leaders provide additional differentiated supports.

**Teachers and School-Based Staff**

Rating	Administrative Action and Timeline
<b>Highly Effective</b>	<p>WTU members who were eligible for performance-based compensation through IMPACT<i>plus</i> were given a window to accept the awards during August 2018; awards were disbursed/applied in Fall 2018.</p> <p>CSO members were informed of their IMPACT<i>plus</i> award during August 2018 as there is no opt-in component through their contract; and awards were disbursed/applied in Fall 2018 if they returned to DCPS or were involuntarily separated.</p>

<b>Effective</b>	<p>WTU members who were eligible for performance-based compensation through IMPACT<i>plus</i> were given a window to accept the awards during August 2018; and awards were disbursed/applied in Fall 2018.</p> <p>All other individuals with an Effective rating advanced normally on the pay scale and no unique administrative actions were taken.</p>
<b>Developing</b>	<p>WTU and CSO members were informed in Summer 2018 that their final rating would result in a step hold for School Year 18-19. All employees whose Developing rating was directly preceded by two ratings of either Developing or Minimally Effective were informed in Summer 2018 that their final rating would result in their termination from DCPS.</p>
<b>Minimally Effective</b>	<p>WTU and CSO members were informed in summer 2018 that their final rating would result in a step hold for School Year 2018-2019. All employees whose Minimally Effective rating was directly preceded by either a Developing rating or a Minimally Effective rating were informed in Summer 2018 that their final rating would result in their termination from DCPS.</p>
<b>Ineffective</b>	<p>All employees were informed in Summer 2018 that their final rating would result in their termination from DCPS.</p>

Staff members were encouraged throughout the year to access professional development through the LEAP weekly seminar and coaching cycles, additional educational resources on Canvas including the [Essential Practices Video Library](#), district-wide PD days, and through other avenues in order to further increase their effectiveness. Many Professional Learning opportunities are differentiated and can be based on growth areas to meet the unique needs of teachers.

#### **FY18 Terminations and Excesses – Teachers and Other School Based Staff**

<b>Actions</b>	<b>WTU</b>	<b>Non-WTU</b>	<b>Total</b>
IMPACT Terminations	81	55	136
Reduction in Force (RIF) Terminations	0	5	5
Licensure Terminations	7	0	7
Other Terminations	13	17	30
Exceeded WTU Members	18	0	18
<b>Total Terminations</b>	<b>119</b>	<b>77</b>	<b>196</b>

#### **School Leaders**

<b>Rating</b>	<b>Administrative Action and Timeline</b>
<b>Highly Effective</b>	<p>Bonuses were distributed in the fall of 2018 to school leaders with a Highly Effective rating. They also advanced normally on the pay scale.</p>
<b>Effective</b>	<p>School leaders with an Effective rating advanced normally on the pay scale and no unique administrative actions were taken.</p>



<b>Minimally Effective</b>	School leaders who earned a Minimally Effective rating in SY17-18 did not (or will not) receive a step increase the next time they hit their annual WGI (Within-Grade Increase) date.
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These individuals were encouraged by their managers throughout the year to access professional development in order to further increase their effectiveness. Superintendents also differentiate their coaching as needed. These leaders are also provided with opportunities to share their knowledge with other school leaders.

**Q20: How many Highly Effective teachers were there in one star schools during FY18? How many of them had been retained from FY17? How many stayed in their school for the current school year?**

In school year 2017-2018, 27 percent of teachers in one-star schools were rated Highly Effective. Of these, 97 percent were retained from school year 2017-2018 to school year 2018-2019 in DCPS, and 89 percent remained in their same school.

**Q21: What percentage of teachers improved their evaluation rating between SY15-16 and SY16-17? SY16-17 and SY17-18? Please include data for the following: Minimally Effective to Developing; Developing to Effective; Effective to Highly Effective.**

*From School Year 2015-2016 to School Year 2016-2017:*

Overall, 32 percent of returning teachers who were not at Highly Effective in school year 2015-2016 improved their IMPACT rating from school year 2015-2016 to school year 2016-2017.

Additionally:

- 66 percent of returning teachers who earned a rating of Minimally Effective in school year 2015-2016 moved to Developing or higher in school year 2016-2017.
- 54 percent of returning teachers who earned a rating of Developing in school year 2015-2016 moved to Effective or higher in school year 2016-2017.
- 24 percent of returning teachers who earned a rating of Effective in school year 2015-2016 moved to Highly Effective in school year 2016-2017.

*From School Year 2016-2017 to School Year 2017-2018:*

Overall, 39 percent of returning teachers who were not at Highly Effective in school year 2016-2017 improved their IMPACT rating from school year 2016-2017 to school year 2017-2018.

Additionally:

- 71 percent of returning teachers who earned a rating of Minimally Effective in school year 2016-2017 moved to Developing or higher in school year 2017-2018.
- 62 percent of returning teachers who earned a rating of Developing in school year 2016-2017 moved to Effective or higher in school year 2017-2018.
- 31 percent of returning teachers who earned a rating of Effective in school year 2016-2017 moved to Highly Effective in school year 2017-2018.

**Q22: The Mary Jane Patterson Fellowship is DCPS’ internal pipeline that recruits Assistant Principals, Coaches, Teachers, and Central Office Leaders into a 1.5 year**

**fellowship to prepare them for the principal-ship. Please provide an update on the impact and results of this program in FY18 and FY19 to date.**

Since its inception, the Mary Jane Patterson Fellowship has selected, trained and supported six cohorts of Patterson Fellows. Currently, five cohorts of fellows have completed the 18-month program, and 22 percent current principals are former Patterson Fellows. The sixth cohort of the fellowship will end the residency phase of the program in June 2019 and will prepare for the principal selection process.

**Results for cohorts one through four indicate that:**

- At schools with first-year principals that were Patterson Fellows, 2018 PARCC results included increases of 3.2% in math (levels 4 & 5) and 4.4% in ELA (outperforming other first-year DCPS principals).
- Of the school led by Patterson Fellows, 14 (of 25) showed 2018 PARCC growth in both ELA and math.

Five schools with Patterson Fellows and 2 with Patterson Mentor Principals were identified as Bold Improvement or Bold Performance schools by Empower K12.

**Q23: How many exit interviews/surveys did the agency conduct in FY18? Please provide a breakdown of the factors that led respondents to leave DCPS. Also, please provide the overall percentage and exact number of school-based staff that left DCPS in FY18.**

In exit interviews, the single largest factor for teachers and other WTU members who were leaving DCPS was relocation outside of the DCPS area (26 percent); however, a number of WTU staff members cited challenges with work/life balance (15 percent) and plans to retire caused them to leave DCPS (14 percent). For other staff, including principals and assistant principals, work/life balance (27 percent) and other attractive job opportunities (26 percent) were the most common reason for leaving DCPS.

DCPS conducted 845 exit interviews from October 1, 2017 – September 30, 2018 (FY18), including:

- Washington Teacher’s Union: 520
- Principals and Assistant Principals: 19
- Central Office and Other School-Based Staff: 306

**Exit Interview Results: Washington Teacher’s Union (n=520)**

Top Reason for Leaving	% of Respondents
Relocation outside of DC area	26%
Work/life balance	15%
Retiring	14%
School leadership	10%
Career change	8%
Behavior management	6%
Opportunities for growth	5%
IMPACT	5%

Top Reason for Leaving	% of Respondents
No response	3%
School safety	2%
Content/assigned grade level	1%
Compensation/benefits	1%
Attractive job opportunity	1%
Curriculum	1%
Professional development	1%
Colleagues	0.5%
Lack of opportunity for growth	0.1%
Lack of support from Central Office	0.1%
General dissatisfaction with the role	0.1%
Inadequate resources	0.1%
Supplies or technology	0.1%

**Exit Interview Results: Principals and Assistant Principals (n=19)**

Top Reason for Leaving	% of Respondents
Work/life balance	27%
Job opportunity at a different school district	21%
Opportunities for growth	17%
Support from principal	5%
Attractive job opportunity	5%
Retiring	5%
Relocating	5%
Support from Central Office	5%
Career change	5%
Blank	5%

**Exit Interview Results: Central Office and Other School-Based Staff (n=306)**

Top Reason for Leaving	% of Respondents
Attractive job opportunity	47%
Relocation	18%
Lack of opportunities for growth	17%
Inadequate resources	6%
Inadequate supervision	5%
Colleagues	4%
Compensation/benefits	2%
IMPACT	0.5%
Support from Central Office	0.5%

Out of 7,190 school-based employees (excluding substitute teachers and afterschool staff) employed at the beginning of the fiscal year (10-1-2017), 13 percent (960) had separated from DCPS at the conclusion of the fiscal year (9-30-2018).

**Q24: Have there been any accusations by employees or potential employees that DCPS has violated hiring and employment non-discrimination policies in FY18? If so, what steps were taken to remedy the situation(s)? Please indicate if this was an increase or decrease from accusations made during FY17.**

DCPS did receive accusations of employment discrimination in FY2018. DCPS has addressed specific complaints in a variety of ways: investigating the allegations and issuing adverse actions where complaints were founded; defending against complaints of questionable merit; and reaching mediated resolutions to complaints. In FY2018, there has been a slight increase in the number of accusations made compared to the number made during FY2017.

To prevent workplace discrimination, DCPS provides training for managers on Equal Employment Opportunity laws, including the federal and D.C. Family and Medical Leave Acts, Title VII of the Civil Rights of 1968, the DC Human Rights Act, and the Americans with Disabilities Act Amendments Act.

**Q25: Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY18 and FY19, to date, whether or not those allegations were resolved.**

DCPS takes all complaints of harassment and misconduct very seriously. DCPS follows the investigation procedures outlined in Mayor's Order 2017-313 for allegations involving DCPS staff members. Once a complaint is submitted, the allegations are reviewed by the Sexual Harassment Officer (SHO) and complaints involving student misconduct are referred to the Comprehensive Alternative Resolution and Equity (CARE) team. When the SHO receives an allegation of staff misconduct, the submitting employee is invited to participate in an introductory interview and submit any additional relevant information the employee would like to include in the investigation. The DCPS Labor Management and Employee Relations division reviews the initial submissions and conducts additional witness interviews, reviews documents, and evaluates case information to determine if the complaint was founded.

DCPS continues to aggressively communicate requirements regarding sexual harassment prevention training, including multiple reminder messages to staff and supervisors. We are also closely monitoring training completion and providing follow-up supports to ensure all employees meet mandated deadlines. DCPS provides resources to school leaders and employees to ensure they are aware of their obligations with regard to sexual harassment prevention and their rights if they feel they have been victims of sexual harassment.

DCPS received 27 complaints of sexual harassment in FY2018. All cases were investigated, and appropriate action was taken to resolve the complaint.. DCPS has received four complaints of sexual harassment thus far in FY2019. All cases are investigated, and then, appropriate action is taken.

**Capital, Planning & Partnerships**

**Q26: What inter-agency program, initiatives, or MOUs were in place for FY18 and which are either in place or are planned for FY19? Please provide a narrative description of each such program, initiative or MOU. In particular, point out any new partnerships or collaborations developed, planned, or implemented over the last fiscal year. For MOUs, please provide a copy of the MOU. Please include the following agencies:**

- a. **DC Public Charter Schools;**
- b. **Public Charter School Board;**
- c. **DC Public Library;**
- d. **DC Department of General Services;**
- e. **DC Metropolitan Police Department;**
- f. **DC Department of Behavioral Health;**
- g. **DC Department of Health;**
- h. **DC Department of Transportation;**
- i. **Office of the Deputy Mayor for Education;**
- j. **Office of the Deputy Mayor for Health and Human Services;**
- k. **Office of Planning; and**
- l. **DC Board of Elections.**

#### **Office of Equity**

##### **School Mental Health Partnerships**

###### **Current**

- DCPS maintains an MOA with the Department of Behavioral Health (DBH) to provide mental health prevention, assessment, and treatment services for DCPS students. These services are a supplement to the DCPS School Mental Health Services currently available in schools. The DBH School Mental Health Program (SMHP) provides a broad spectrum of mental health services, including primary prevention, early intervention, assessment, and treatment services. DBH SMHP clinicians are located on-site to provide consultation, treatment, and linkages to additional services. Additionally, the Primary Project is a school-based, early intervention/prevention program which reduces “mild” difficulties with social-emotional adjustment in the classroom for identified prekindergarten/4 through third-grade students.

##### **Student Placement and Reengagement Partnerships**

###### **Current**

- The Safe & Lethality Project MOU is an agreement with multiple core service and law enforcement agencies within the District of Columbia that provide supports to victims of domestic violence and their families. The agreement allows for agencies to share information regarding the victims and their families to provide immediate assistance. The District of Columbia Public Schools is responsible ensuring that the educational services are not interrupted. If services must be interrupted DCPS must ensure that educational options are provided as expeditiously as possible.
- The Military Compact is federal memorandum between the Department of Defense and state/local education agencies. The purpose is to ensure that educational services are provided as expeditiously as possible for children of military service members. Each LEA has a responsibility to ensure that there is as much continuity possible for students transitioning within and from outside of the United States.

**Health and Wellness Partnerships****Current**

- DCPS maintains an MOU with DC Health for the provision of school nursing services in DCPS schools. This MOU allows for the sharing of data for nursing services and immunization data with DC Health and outlines the school nursing program responsibilities to DCPS.
- DCPS maintains a separate MOU with DC Health who will receive \$3,392,247 from DCPS for the purchase of medical supplies and equipment for health suites in elementary schools, middle schools, education campuses, and high schools.
- DCPS maintains an MOU with DC Health to implements and expand the school-based oral health program.
- DCPS maintains an MOA with DC Health and Department of Health Care Finance (DHCF) to share data to identify students who have received well-child and oral health visits, as well as those who have submitted school health forms, including the Universal Health Certificate and Oral Health Assessment. This data sharing allows for DCPS schools and Medicaid MCOs to prioritize outreach to families that need to receive a preventive health care service and submit requires school health forms. This project also allows for DC Health to prioritize school-based health services for DCPS schools, including the oral health program. This agreement outlines the roles and responsibilities of DCPS, DHCF, and DC Health to share data and coordinate efforts to increase submission of Universal Health Certificates, Oral Health Assessments, and improve immunization compliance.
- DCPS maintains an MOA with DC Health to provide School-Based Health Center Services at seven DCPS schools.

DCPS also works with these government agencies:

**New Heights Government Partners**

- Child & Family Services Agency, provides social services and child support.
- DC Health, Community Health Administration (CHA) assists students with sexual and reproductive health issues.
- DC Healthy Start (DC Health), assists with pre and post care and reproductive health.
- Department of Behavioral Health, assists with any mental health issues.
- Department of Justice, connects students with probation officer when applicable.
- DHS/IMA Childcare Services Division, assists with social services and child support.
- DHS/FSA/Teen Parent Assessment Program (TPAP), empowers teen parents to move toward self-sufficiency.
- DOES Employment Services Office, assists students with employment, job readiness, and career counseling.
- Office of Attorney General, assists with obtaining child support.
- DC Women, Infants, and Children Program, provides nutrition & health (breast feeding) counseling and aid.
- Office of the State Superintendent of Education (OSSE), provides reproductive health, sexual exploitation, HIV prevention, healthy relationships, pregnancy prevention, and nutrition education.
- District of Columbia Public Library, assists with early literacy.
- OAG/CSSD (Child Support Services Division), provides legal aid.

**HIV/STI Government Partners**

- Office of Human Rights, provides LGBTQ discrimination resources.

- DC Mayor's Office of LGBTQ Affairs, provides LGBTQ resources.
- DC Health, HIV/AIDS, Hepatitis, STD and TB Administration (HAHSTA), provides sexual health services, including condom availability program and school-based (STI) screening program.
- OSSE, assists with School-Based Surveillance and HIV/STI Prevention data sharing.

See the following attachments:

**Q26 Attachment\_FY18 MOU Safe and Lethality Project**

**Q26 Attachment\_FY18 MOU Safe and Lethality Project\_Appendices**

**Q26 Attachment\_FY18 MOU Military Compact**

**Q26 Attachment\_FY18 Health and Wellness MOUs-MOAs**

**Q26 Attachment\_DCPS Department of Behavioral Health MOA**

### **Office of Data Systems and Strategy**

#### **MOUs with the Office of the Chief Technology Officer (OCTO):**

- **WAN Wide Area Network (WAN) and Dedicated Internet Access.** This is the Third Modification of the First Addendum to an existing original Memorandum of Understanding (MOU) effective March 26, 2015, made by and between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS), for the provision of Internet and Wide Area Network (WAN) connectivity, and which has been previously modified by a First Addendum effective March 8, 2016. This Modification continues DCPS' gateway of 10 Gbps (up from 3 Gbps) and the access of all schools (from 100Mbps) to 1 Gbps during the FY2019 school year via the attached addendum to the original MOU with the Office of the Chief Technology Officer (OCTO). This modification to the addendum has been initiated instead of a new MOU to ensure DCPS is using services negotiated through the originally competed solicitation for E-rate purposes. The total is \$3.9 million and DCPS pays \$594,000.
- **MOU – Master MOU.** The Office of the Chief Technology Officer (OCTO) and the District of Columbia Public Schools (DCPS) partnered together to ensure that DCPS schools and central office staff have the operational resources and infrastructure they need so that educators can focus on instruction. This Master MOU between DCPS and OCTO covers the comprehensive IT services between the two organizations including all PMO, Application, and Infrastructure support services. In FY2018, DCPS paid \$13,379,790. For FY2019, costs have decreased to \$ 12,373,407 due to DCPS direct solicitation of services and meticulous analysis of services.
- **Request for telecom services through OCTO and DCNET.** DCPS funds a number of commonly requested telephone services including the following: new fax or eFax lines - additions, moves or changes; updates to user name, name appearance (change name of the line); long distance codes; new phone numbers; moves or adds a DSL or telephone jack; wiring and jacks; cellular phones, upgrades, or services and Wi-Fi devices; landlines - adds, moves or changes; updates landline user name, call appearance (change name of the line); conference bridge numbers; voicemail - passcode resets, sent via email; WebEx accounts; and virtual private network (VPN) access. Tickets are submitted to [dcnet.voiceops@dc.gov](mailto:dcnet.voiceops@dc.gov) and approved by the Infrastructure Team. The budget for this is \$244,180.

### **Office of Elementary Schools**

MOU between DCPS/Early Stages with DC Public Library (DCPL): Early Stages conducts parent workshops, professional development trainings and other meetings and events for library staff

and members of the community at DCPL locations to promote child find awareness as part of the Individuals with Disabilities Education Act (IDEA). DCPL provides space and advertising. See **Q26 Attachment\_FY18 MOA DCPL and DCPS (Early Stages)** for details.

#### **Office of the General Counsel**

In accordance with 5-E DCMR §2107.1, which provides that a student subject to an involuntary transfer may elect to have a hearing before an impartial hearing officer, DCPS has entered into an MOA with OSSE wherein OSSE provides hearing officers to conduct hearings regarding involuntary transfers. This agreement was entered into in December 2015 and is expected to last for 5 years until approximately December 2020 (See **Q26 Attachment\_FY18 OSSE\_DCPS MOA**).

Additionally, DCPS has entered into an MOU with OCFO to delineate the duties and responsibilities of the Parties as it relates to the recordkeeping of IDEA attorneys fee payments for special education services. The MOU was in place for FY2018 and will be updated and extended as necessary. (See **Q26 Attachment\_FY18 OCFO\_DCPS MOU**).

#### **Background Clearance Process**

- DCPS has three separate MOUs in place to ensure that all new hires, interns, contractors, and volunteers are run through a full background check process.
  - **US Office of Personnel Management (OPM)**: OPM acts as our primary vendor for fingerprinting and background checks. All prints taken at DCPS Central Office are electronically submitted to OPM for screening.
  - **General Services Administration (GSA)**: GSA is used as our "regional" fingerprinting vendor. When a prospective new hire is not reasonably able to get to DCPS Central Office to have their prints taken they are allowed to use an approved regional vendor. These prints are submitted and run through GSA for clearance.
  - **Metropolitan Police Department (MPD)**: In certain situations our in-house DCPS fingerprinting equipment is not able to take a suitable reading of someone's fingerprints. When this happens we partner with MPD who has more advanced technology and methods for completing the background check process

#### **Office of Teaching and Learning**

##### **Inner Core**

- DCPS has requested the services of DPR to continue pool management services at five school-based pools for students enrolled in those schools during physical education programs or other special events during the school year. DCPS will be responsible for all instruction, class management, and curriculum implementation of the swim programs, while DPR will be responsible for operational compliance, safety, emergency response, coordination of maintenance, and lifeguarding.

See **Q26 Attachment\_FY18 DPR Pool MOU** for more information.

##### **Advanced and Extended Learning**

- In School Year 2018-2019, Out of School Time Programs (OSTP) created a contract and purchase agreement with the University of the District of Columbia to provide the training venue for a two-day OSTP staff training attended by 199 staff that directly implement or manage after school programming at 54 schools.

Please see **Q26 Attachment\_FY18 UDC Contract**.

#### **Office of the Chief Operating Officer**

- DCPS is working on a MOA with the Office of Victim Services and Justice Grants Administration for a high School Truancy Reduction Pilot Program. OVSJG is partnering with District of Columbia community- based organizations to help students get to school every day. The goals of the high school truancy reduction program are to prevent unexcused absences and promote regular attendance; create a culture of educational attainment and youth engagement in the District of Columbia Public Schools; and provide student-centered, research-informed services to students.
- **DCPS has an MOA with the Proving Ground that is funded by DC Public Education Fund.** Through a partnership with the Center for Education Policy Research at Harvard University launched a project funded through a grant to Harvard from the Bill & Melinda Gates Foundation (“BMGF”) (Faster, Cheaper Evidence-Gathering for U.S. Education OPP1109466) entitled “The Proving Ground.” Proving Ground is a collaborative research network of state, district and charter management organization leaders learning together about what’s working and what’s not in U.S. education. Proving Ground provides timely, actionable data and analysis, peer networking, and change management support. Proving Ground’s goal is to make evidence-gathering and evidence-use an intuitive part of how education agencies conduct their daily work.

#### **Curricular Innovation**

DCPS and DCPL have an MOU to promote improvement in school library services in all DCPS libraries, facilitate access to books and digital materials in DCPS libraries, and pursue economical and efficient access to library books and resources for students.

Please see **Q26 Attachment\_FY18 DC Public Library MOU**.

**DCPS Division of Specialized Instruction (DSI) has several interagency agreements in place to support the success of students with disabilities. These include:**

- **DDS/RSA:** The MOU with the DC Department on Disability Services Rehabilitation Services Administration (DDS/RSA) has the purpose of employing (2) Workforce Development Coordinators and (1) Job Placement Specialist to complete Workplace Readiness Training in DCPS schools and finding competitive job placement opportunities for students with disabilities. The MOU was in place for Fiscal Year 2018 and the agreement has continued into Fiscal Year 2019. The goal of the MOU is to provide Pre-employment transition services and to improve post-secondary outcomes for students with disabilities, including improved outcomes in the number of students who participate in training, post-secondary education or employment following exit from secondary education.
- **CFSA:** The MOA with CFSA is for monitoring the IEP implementation for CFSA students placed in residential facilities, as well as overseeing the process for students in out of state foster care placements who need a more restrictive environment (i.e. a Non-Public school).
- **DYRS:** The MOA with DYRS is for monitoring the IEP implementation for DYRS students placed in residential facilities, as well as students transitioning back to DCPS from the New Beginnings Youth Development Center.

#### **Office of Secondary Schools**

### Athletics

- MOU – DC Kick Off Classic – DCPS/Events DC – the purpose of the MOU is to establish the roles, responsibilities and procedures for Events DC to host the 2018 DC Kickoff Classic, a day-long football event showcasing three high school football games that will feature DCPS high schools.
- MOU – Athletic Event Treasury Service – DCPS/ DC Treasury Services – the purpose of the MOU is to facilitate the services provided by DC Treasury for DCPS athletic events in the areas of ticket sale collection, consolidation and submission of funds to the DCPS Athletics Department.

### College and Career

- **FY2018 DCPS – DOES Summer Career Ready Internship MOU; FY2019 DCPS-DOES Summer Career Ready Internship MOU will be created Spring 2019:** These MOUs allow DCPS to implement the the DCPS Career Ready Internship program in partnership with the DOES Office of Youth Programs Summer Youth Employment Program (SYEP). Students are paid through SYEP (\$8.25 per hour) and DCPS pays students an additional \$1.75 per hour so that students are paid \$10 per hour for participation in the Career Ready Internship program, as covered by this MOU. **FY2018 DCPS – DOES Career Bridge School Year MOU; FY2019 DCPS-DOES Career Bridge School Year MOU (in process):** This MOU allows DCPS to implement the DCPS Career Bridge School Year Internship Program in partnership with the DOES Office of Youth Programs Year-Round Program. The DCPS Career Bridge program provides internship and pre-apprenticeship opportunities to graduating seniors seeking to transition directly into the workforce.
- **FY2018 DCPS-Office of Latino Affairs MOU; FY2019 DCPS-Office of Latino Affairs MOU (in process):** This MOU allows DCPS to partner with the Office of Latino Affairs to provide career development experiences for students who are not eligible for DOES school year and summer programs.
- **FY2019 DCPS – DOES Office of Apprenticeship Information and Training MOU:** This MOU allows DCPS to implement a pre-apprenticeship program with the Building Trades Apprenticeship Programs for DCPS Career Bridge seniors in partnership with DOES.

### **Office of Family and Public Engagement**

#### **Office of Partnerships and Grant Services (OPGS)**

During FY2018 and to-date in FY2019, the DCPS Office of Family and Public Engagement (OFPE), School Partnerships Division collaborated with OPGS in the following ways:

- Coordinated donation policy trainings for DCPS Business Managers and school staff;
- Coordinated approvals between DCPS and OPGS regarding donations to DC Public Schools.

#### **Office of the State Superintendent for Education (OSSE) Community School Advisory Board**

Members from the DCPS Office of Family and Public Engagement (OFPE), School Partnerships Division sit on OSSE's Community School Advisory Board, which brings together representatives from DC Government Agencies and community-based organizations who engage in community school work across DC. As of October 2018, 14 DC Public Schools have community school work funded through OSSE's Community School Incentive Initiative and several others engage in community school efforts through other funding streams.

#### **Office of the Deputy Mayor for Education (DME) Office of Out of School Time Grants and Youth Outcomes**

Members from the DCPS Office of Family and Public Engagement (OFPE) School Partnerships Division collaborate regularly with the Office of Out of School Time Grants and Youth Outcomes. Specifically, OFPE collaborated with the office on:

- The Request for Proposals (RFP) for grants for out of school time programming during School Year 2018-2019;
- The development of the RFP for grants for summer 2019 programming;
- The program quality pilot using the Youth Program Quality Assessment (YPQA) to assess and improve program quality for out of school time programming;
- A data-sharing agreement to support their office's grantees' ability to use data to assess impact on DCPS students through a city-wide data system for out of school time programming.

### **DCPS Resource Fair Government Partnerships**

In the past year, the DCPS Office of Family and Public Engagement (OFPE) has collaborated with 19 DC Government Agencies on High School Resource Fairs and the Back to School Block Party. These agencies provided resources to DCPS students and families in areas of Career and College, Employment and Volunteering Opportunities Housing and Transportation, Safety and Legal Affairs, and Health and Mental Health. DC agencies provided supports for students and families on attendance and graduation excellence. The following DC agencies partnered with DCPS through the many High School Resource Fairs in the Spring of 2018 and Fall of 2018 and the 2018 Back to School Block Party at Anacostia High School:

1. Commission on Fathers, Men and Boys
2. Connect.DC
3. DC Public Library Deanwood
4. Department of Behavioral Health
5. Department of Employment Services, Department of State Initiatives Partnerships
6. Department of Employment Services, Youth Services
7. Department of Health
8. Department of Human Services
9. Department of Parks and Recreation
10. Deputy Mayor for Education: Learn24 and Every Day Counts
11. District Department of Transportation
12. Mayor's Office of Community Relations and Services
13. Mayor's Office of Volunteerism - ServeDC
14. Metropolitan Police Department
15. Office of Neighborhood Safety and Engagement
16. Office of the State Superintendent of Education: DC Tag and College and Career
17. Office of Victim Services & Justice Grants – Stand Up, Show Out!
18. State Board of Education, Office of the Ombudsman for Public Education
19. University of DC

### **Office of the State Superintendent of Education (OSSE)**

The Community Engagement Division in the DCPS Office of Family and Public Engagement has partnered with the Communications Team in the Office of the State Superintendent of Education (OSSE) to ensure proper supports and resources are in place for schools and families regarding the Every Student Succeeds Act (ESSA) Report Card and STAR Framework. Beginning in the fall of 2018, the two offices collaborated on roll-out supports and face to face community meetings. Ongoing collaboration will continue through School Year 2018-19.

**Deputy Mayor for Education (DME) Transportation Working Group**

A member of the DCPS Office of Family and Public Engagement sits on the DME's School Safety and Safe Passage Working Group, which meets quarterly, and brings together representation from various DC government agencies to address issues of school safety and transit as students travel to and from school across the city.

**Mayor's Office of Community Relations and Services (MOCRS)**

The four members of the DCPS Community Action Team (CAT) sit on Core Teams that are organized by the Mayor's Office of Community Relations and Services (MOCRS). MOCRS, representing each ward, host meetings and ward-based walk-throughs that bring together representatives from all DC government agencies to collaborate on addressing community needs. The DCPS CAT members play a critical role in partnering with the MOCRS to address school-level issues, including safety, transportation, and building modernizations.

**Q27: List and describe any agreements (MOAs) or memoranda of understandings (MOUs) between DCPS and non-profit organizations and foundations that were in place during FY18 and also currently in place for FY19, besides those that provide special education services. Please provide a copy of those MOUs.**

**Office of the General Counsel**

DCPS does not have any MOAs or MOUs with non-profit organizations or foundations that were in place for FY2018 or that are currently in place for FY2019.

DCPS is mandated to provide Title I services to all DC resident students, including those attending private schools in the district and surrounding jurisdictions. This continued MOU will document the provision of services between the two school district and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to party (school district) and vice versa.

Please see attachment **Q27 Attachment\_FY18-19\_Private Grants with MOAs or MOUs with DCPS**.

Please see attachment **Q27 Attachment\_FY18 MOUs for Title I Services** to see a copy of the MOUs.

**Office of Talent and Culture****Teacher Recruitment and Selection**

- DCPS is in the second option year of its contract with Teach For America, a long-standing teacher pipeline partner. Presently, Teach For America supplies DCPS with 18 new-to-field corps members to teach in high need subject areas in hard to staff schools. The contract ensures that DCPS will share data related to corps member performance and collaborate on priorities for corps member recruitment and support to ensure success as DCPS teachers. Additionally, beginning in FY2018, DCPS modified the agreement to enable hiring of up to seven TFA alumni via their "Alumni Hub" hiring support service.
- DCPS is in the third and final option year of its contract with Urban Teachers. Urban Teachers recruits and selects up to 25 high potential, new-to-teaching candidates to complete residency years training in DCPS classrooms, then continue coursework while proceeding as teachers of record in their second year of the program. (Please note the

contract funding described in the contract is not accurate; DCPS does not, as a district/Central Office, pay Urban Teachers for the partnership; rather, the contract is funded at the school level via Resident Urban Teacher positions on school budgets where UT residents completed their residency year.)

- DCPS is near completion of a multiyear contract with Relay Graduate School of Education after our prior contract expired last year. Relay GSE serves as an internal pipeline program for DCPS paraprofessionals to receive specialized training to secure their teaching credential.
- DCPS has an MOA with the University of Michigan to facilitate a research partnership (including researchers from U of M, Columbia, and Harvard) to analyze our centralized teacher selection process to assess whether the "composite score" displayed to principals when viewing the candidate pool accurately predicts candidates' likely performance on IMPACT.
- DCPS has an umbrella agreement with George Washington University to govern the participation of GWU students and staff in coursework-related activities within DCPS schools, including but not limited to research surveys, student teaching / practicums, and research-oriented classroom observations.
- DCPS has an umbrella agreement with Catholic University to govern the participation of Catholic University students in coursework-related activities within DCPS schools, including but not limited to student teaching / practicums.

See attachments

- **Q27 Attachment\_FY18 GW-DCPS Umbrella Agreement**
- **Q27 Attachment\_FY18 RELAY MOA**
- **Q27 Attachment\_FY18 TFA Contract**
- **Q27 Attachment\_FY18 UT Contract**
- **Q27 Attachment\_FY18 DCPS Michigan MOU\_Final**

#### **Carlos Rosario Student Teaching Contract**

- Sent revisions to Carlos Rosario in the fall, haven't received update since October.

#### **Office of Elementary Schools**

MOU between DCPS/Early Stages and Unity Health Care: Early Stages provides weekly office hours, parent workshops on child development, and professional development for health center staff, and members of the community at Unity Health Care locations. Unity Health Care provides space and direct referral services. See **Q27 Attachment\_FY18 MOA Unity Health Care and DCPS (Early Stages)** for details.

MOU between DCPS/Early Stages and with each participating Child Development Center: DCPS/Early Stages provides more than 200 child development centers with an Ages and Stages Developmental screening tool kit and annual technical assistance to support developmental screenings for all children attending the participating child care centers. Child Development Centers provide screening and direct referral services. See **Q27 Attachment\_FY18 MOA Child Dev Ctr and DCPS (Early Stages) template** for details.

#### **Office of Equity**

As a part of a six-year research partnership with the University of Virginia and Stanford University on IMPACT and related district-wide initiatives, DCPS has maintained a MOA that outlines the provisions of all data collected for the study. This MOU was most recently amended in May 2019 to include additional data requests for school year 2018-2019.

### **Georgetown University's McDonough School of Business**

- From 2013 through 2015, DCPS partnered with Georgetown University to develop and support an **Executive Master's in Leadership (EML) degree program** for a select cohort of DCPS principals. In January 2017, DCPS re-established that partnership with support from the DC Public Education Fund and the Walton Family Foundation to launch the first-ever district-charter leader cohort of the EML program. This unique program welcomed its second cohort in January 2018, which includes five DC Public School principals, five DC Public School central office leaders, and ten DC charter school leaders. The DC Public School Leaders (DCPSL) EML program will enhance the skills and capacity of public school principals, while facilitating best-practice sharing across district and charter schools.

### **School Mental Health Partnerships**

#### **Current**

- DCPS works with these community organizations:
  - Mary's Center, which specializes in working with Latino students and families and providing mental health and community support services.
  - Wendt Center, which specializes in providing grief and loss treatment.
  - Connected Psychology, which specializes in clinical and developmental mental health services and teacher consultation.
  - Latin American Youth Center (LAYC) – DCPS is working on an MOA with LAYC. Once complete, we will match LAYC to DCPS schools. LAYC specializes in working with middle and high school students and their families. LAYC also offers substance abuse treatment.

#### **New**

- Catholic Charities, provide comprehensive mental health services
- One Common Unity, specialize prevention services and mental health.
- MBI, provides comprehensive mental health services
- Smile, provide comprehensive mental health services
- Hillcrest, specializes in substance abuse
- Community of Hope, specializes in health care and mental health
- Howard University School Based Behavioral Health, provide comprehensive mental health services

### **Health and Wellness Partnerships**

#### **Current**

DCPS also works with these community organizations:

#### **New Heights Community Partners**

- Crittenton Services, provides prenatal and postpartum care; reproductive health; nutrition and physical activity; mental health; healthy relationships; parenting and child development; education; employment, job readiness and career counseling; financial literacy; life skills; social services; father involvement.
- Fair Girls, assists with reproductive health; sexual exploitation; healthy relationships.



- Generations, specializes in reproductive health; nutrition and physical activity; mental health; healthy relationships; parenting and child development; education; employment, job readiness, career counseling; life skills; social services; father involvement.
- Healthy Babies Project, specializes in prenatal and postpartum care, reproductive health, nutrition and physical activity, mental health, sexual exploitation, healthy relationships, parenting and child development, education, employment, financial literacy, life skills, social services, and father involvement.
- Collaborative Solutions for Communities (CSC) - formerly known as Columbia Heights/Shaw Family Support Collaborative specializes in mental health, sexual exploitation, healthy relationships, parenting and child development, life skills, social services, and father involvement.
- The PEN/Faulkner Foundation, assists with academic support and enrichment, including tutoring and mentoring (writing/book clubs).
- The University of the District of Columbia Center for Nutrition, Diet and Health, provides nutrition and physical activity resources and parenting and child development education.
- The Georgia Avenue/Rock Creek East Family Support Collaborative, specializes in parenting and child development, social services, and father involvement.
- Children's National Medical Center Sudden Infant Death Risk Reduction, Intervention assists with breastfeeding, ATOD, parenting and child development, and income supports.
- Teen Alliance for Prepared Parenting (TAPP) program, at Washington Hospital Center specializes in prenatal and postpartum care, reproductive health, nutrition and physical activity, mental health, healthy relationships, parenting and child development, life skills, and father involvement.
- Sasha Bruce Youthwork, specializes in reproductive health, mental health, life skills, and social services (housing).
- Capitol Hill Pregnancy Center, assists with prenatal and postpartum care, reproductive health, nutrition and physical activity, mental health, financial literacy, life skills, social services, and father involvement.
- Safe Shores, specializes in child sexual abuse prevention, parenting skills, early childhood education, and co-parenting.
- Catch Them Young, Inc., specializes in healthy relationships, social services, father involvement, and education.
- CentroNia, provides parents and guardians with licensed child care options in the DC area.
- Generation Hope, has a goal to help students through the college process, similar to mentors.
- National Campaign to Prevent Teen and Unplanned Pregnancy, specializes in reproductive health, and healthy relationships.
- GWU Mothers and Babies, course assists with perinatal depression prevention.
- Sitar Arts Center, provides parenting and child development through the arts.
- Kids Smiles, provides pre- and post-natal oral and dental health.
- Domestic Violence Wears Many Tags, specializes in domestic violence and healthy vs. unhealthy relationships.
- Latin American Youth Center, provides parenting classes, reproductive healthcare & birth control, and a variety of services.



- Mary's Center, provides medical & dental services, housing resources, job search assistance, and parenting classes.
- Ward 7 Health Alliance Center, increases access to healthcare services in Ward 7.

HIV/STI Community Partners:

- Planned Parenthood, provides sexual health workshops, parent engagement, and policy guidance.
- The Sexual Minority Youth Assistance League (SMYAL), assists with LGBTQ content, youth advocacy, and General Services Administration (GSA) development.
- Advocates for Youth, assists with sexual health education.

### **Office of Teaching and Learning**

#### **Literacy and Humanities**

The following Memoranda of Agreements (MOAs) and Memoranda of Understandings (MOUs) between DCPS Literacy and Humanities and non-profit organizations and foundations were in place during FY2018 and are currently in place for FY2019.

**MOA between United States Holocaust Memorial Museum and DCPS:** Through the DCPS Cornerstone program, social studies teachers have developed common curriculum tasks to be experienced by students across the district. In 10<sup>th</sup> grade World History II, the second Cornerstone contains a series of lessons in which students read texts and engage in discussions to learn about the Holocaust, followed by a field trip to the USHMM designed to ensure clear and robust connections that meaningfully add to students' learning experience. DCPS agrees to design a Cornerstone, reserve time during district-wide professional development days to teach 10<sup>th</sup> grade World History II teachers about the Cornerstone, support trip logistics to USHMM, and collect student data measure the impact on student learning. USHMM agrees to provide buses for travel, provide staff time to coordinate the trips and manage relationships with each school, and collaborate with DCPS on press releases.

Please see **Q27 Attachment\_FY18 Holocaust Museum MOA** for more information.

**MOU between Strategic Education Research Partnership Institute (SERP) and DCPS:** This MOU identifies roles and responsibilities of SERP and DCPS as they relate to all aspects of participation in the research study "Building Capacity to Support Struggling Adolescent Readers," from Jan. 1, 2018 – June 30, 2021. SERP will support the Strategic Adolescent Reading Intervention ("STARI") by providing materials for participating teachers and students each of the three school years, offering professional learning and coaching, and providing a stipend for STARI teachers. MRDC, a non-profit and non-partisan social policy research organization, will conduct an independent evaluation of the impact and implementation of STARI in participating schools. MRDC will examine the fidelity of STARI's implementation and the impact of STARI on eligible students' reading skills, their reading comprehension, their performance on state and district tests, course grades and failures, and their reading behaviors. DCPS will facilitate the selection of schools and teachers for participation, facilitate scheduling of professional development, and endorse the administration of assessments.

Please see **Q27 Attachment\_FY18 SERP MOU** for more information.

#### **Inner Core**

The following Memoranda of Agreements (MOAs) and Memoranda of Understandings (MOUs) between DCPS Inner Core and non-profit organizations and foundations were in place during FY18, and are currently in place for FY2019.

**MOU with Zhangkiangang Nawei Education Service Co., Ltd. in China:** This MOU serves to promote international exchange and collaboration in education between the D.C. Public Schools and the NVTCN International Education Centre in China (Zhangkiangang Nawei Education Service Co., Ltd). The Partners will discuss the development of collaborative activities through which they will promote sister-school activities, virtual exchanges, and explore the opportunities for shared collaboration between teachers and students in both cities.

Please see **Q27 Attachment\_FY18 Zhangkiangang Nawei Education Service Co** for more information.

**MOA with The Kennedy Center:** The Kennedy Center has been working with DCPS for almost 30 years, primarily through the DC School and Community Initiative (DCSCI). Through this initiative, 26 schools have long-standing partnerships with The Kennedy Center wherein they receive services including teacher residencies, professional development, and performance access. These relationships are intended to provide substantive, long-term support through the arts to achieve goals set by school leadership. Additionally, The Kennedy Center hosted and financially supported the DCPS Music Festival, a three-day event that has grown to include 3,000 students performing in 90 ensembles from nearly 45 schools from. They have also hosted professional development and supported that work by providing teaching artists as facilitators. Lastly, through the Fifth Grade Initiative, The Kennedy Center provides tickets and transportation for all fifth-grade students to attend a Kennedy Center performance. The Embassy Adoption Program, Capital Arts Partnership Programs, Concerts in Schools, In-School Artist Residencies, Main Stage Artist Residencies are all programs run by the Kennedy Center.

Please see **Q27 Attachment\_Kennedy Center MOA** for more information.

**MOU with Washington Performing Arts:** Washington Performing Arts has maintained a contract with DCPS to support arts programming, primarily the Capital Arts Partnership and Concerts in Schools. Capital Arts Partnerships supports the development and growth of ensembles in individual schools with the goal of exiting the school once they have taken ownership of the program, moving on to support another school. Concerts in Schools brings the Washington Performing Arts mainstage and local artists into DC Public Schools for performances and workshops. Recently, Washington Performing Arts has become a critical partner in the development of the DCPS music curriculum, supporting the development and implementation of DC Keys and the DCPS Honor Ensemble Program.

Please see **Q27 Attachment\_FY18 Washington Performing Arts MOU**.

### **Curricular Innovation**

The following Memoranda of Agreements (MOAs) and Memoranda of Understandings (MOUs) between DCPS Curricular Innovation and non-profit organizations and foundations were in place during FY18 and are currently in place for FY19.

**MOU with Verizon Innovation & Westat:** This MOU is a three-year project to provide 1:1 devices in two schools: CHEC and Truesdell.

**MOU with Summit Learning:** Summit Learning Platform is leveraged by Ballou STAY, Roosevelt STAY, Washington Metropolitan, Luke C. Moore, Columbia Heights EC (6-10), and Truesdell EC. Summit Learning organization provides training and targeted supports to these schools in conjunction with DCPS.

Please see **Q27 Attachment\_FY18 Summit Learning MOU** for more information

### **Office of Secondary Schools**

#### **Athletics**

- DCPS Athletics MOA – Educational Data Access and Use Agreement – DCPS/OSSE – the purpose of the MOA is to facilitate the exchange of data from educational records that is necessary to ensure compliance with and required reporting under Title IX of the Education Amendments of 1972 and the Title IX Athletic Equity Act of 2015 in District of Columbia middle school and high school athletic programs.
- DC Entertainment & Sports Arena Basketball Clinic – DCPS/Events DC - the purpose of the MOA is to establish the roles, responsibilities, and procedures regarding DCPS's use of the Entertainment and Sports Arena ("Arena" or "Premises") for its 2018 middle school and high school basketball clinics.
- Futbol Net Program – DCPS/FCB Barcelona - this MOA sets forth the responsibilities, terms and conditions related to the evaluation and study of a potential agreement to collaborate in establishing, supporting, spreading and promoting the Futbol Net Program in DCPS. The Parties shall explore opportunities to collaborate in supporting the Program by implementing various activities to promote sports activity, and thus to lay the foundations for communities to integrate values and reconcile itself with physical and social diversity.

#### **College and Career**

- In FY2018, DCPS College and Career Programs (CCP) division signed MOAs with Kaplan, Princeton Review, Transcend, and Bell Curves for test prep services for School Year 2019. We also maintained MOAs with UDC-CC, GWU, and Howard University for dual enrollment/ dual credit partnerships, and entered into a new MOA with American University. For FY2019, CCP is finalizing MOAs for Catholic University and Georgetown University for the dual enrollment program, and will be updating the UDC-CC and GWU MOAs.
- CCP also maintained a MOA with DC CAP to manage the ongoing relationship between the organization and our schools.

#### **Graduation Excellence**

- DCPS has a current MOA with the University of the District of Columbia in support of the School Counseling Graduate Student Intern Program through which selected graduate students enrolled in University's school counseling graduate degree programs may participate in externships with DCPS.
- DCPS and the George Washington University maintain an MOA on behalf of its Graduate School of Education and Human Development in support of the School Counseling Graduate Student Field Practicum Program. This program provides cooperative arrangements and extern placements for selected graduate students enrolled in the University.
- DCPS and Trinity University maintain an MOA in support of the School Counseling Graduate Student Intern Program through which selected graduate students enrolled in

University's school counseling graduate degree programs may participate in externships with DCPS.

### Office of Family and Public Engagement

#### Communities In Schools

DCPS and Communities In Schools of the Nation's Capital (CIS) have a MOA that outlines the services provided by CIS to DCPS. CIS places a full-time site coordinator in select DCPS schools to provide the CIS model of Integrated Student Supports (ISS). The site coordinator assesses the needs at the school and develops an annual school support plan in conjunction with the principal and school administration that identifies strategies and resources across three tiers of support.

#### School Program Providers

The DCPS School Partnerships Division maintains several MOAs with School Program Providers who execute enrichment or support programming in partnership with our schools. **See Q27 Attachment\_ FY18 SPP MOAs** for a list of specific organizations. Individual MOAs are available upon request, however the template for the vast majority of these MOAs can be found in **Q27 Attachment\_ FY18 SPP MOA Template**.

### Office of the Chief Operating Officer

#### Student Attendance

- DCPS is party to several MOAs with the **DC Department of Human Services (DHS), Family Services Administration (FSA), Parent and Adolescent Support Services (PASS)** that allow DCPS to share student records data with DHS for student participants receiving PASS program (truancy prevention) services and for referrals to the PASS program truancy intervention services.
- DCPS has a MOA with **Justice Grants Administration (JGA)/Show Up – Stand Out program** that allows the district to share educational records with JGA for students participating in the Show Up-Stand Out truancy intervention. It also outlines the referral relationship with JGA/Show Up-Stand Out. This MOA was in place for FY2016 and FY2017.

DCPS has a MOA with Neediest Kids/ National Center for Children and Families provides DCPS access to \$27,000 in vouchers and a minimum of \$130,000 in in-kind donations to support its neediest students. This partnership allows DCPS to provide supports to its students and families who are in need of basic necessities.

**Q28: Provide the Committee with a list of all non-DCPS sponsored (i.e., not run or currently organized by a DCPS staff member) after school programs and partnerships (during the school day and after school) that operated in DCPS during SY17-18 and to date in SY18-19 by school.**

Through the many partnerships that DCPS has with community-based organizations, students receive academic and enrichment opportunities both after school and during the regular school day.

Please see **Q28 Attachment\_ FY18-FY19 School Partnerships** for a list of partnerships by school for School Year 2017-2018 and School Year 2018-2019.

- Q29: The following questions are regarding DCPS capital budget:**
- a. Provide the capital budget for DCPS and all programs under its purview during FY18 including amount budgeted and actual dollars spent per project. Please include whether the project was a phase or full modernization; whether or not the project was completed on time; and indicate whether or not the project went over budget (i.e. was a reprogramming required to close out the project). If the project was over budget, provide the cost differential and the reason why.**

Please see **Q29 Attachment\_FY18 Modernization List with Expenditures.**

- a. Provide the list of all stabilization and small capital projects for FY18. Please include a description of the project; amount budgeted and actual dollar spent per project; and the status of the work (completed or ongoing).**

Please see **Q29 Attachment\_FY18 Projects for DCPS Hearing.**

- Q30: Provide a current list of all properties supported by the DCPS budget. Please indicate whether the property is owned by D.C. or leased and which agency program utilizes the space. If the property is leased, please provide the terms of the lease. For all properties please provide an accounting of annual fixed costs (i.e. rent, security, janitorial services, and utilities).**

Please see **Q30 Attachment\_DCPS Properties and Leases.**

- Q31: Provide the updated DCPS school facility condition assessments that is conducted annually by DGS.**

Facility Condition Assessments planned for in FY2018 and executed in FY2019 are currently underway and will be completed later in FY2019. A summary will be provided upon completion.

- Q32: Please describe the policy and procedures for naming a new school or renaming an existing school.**

Please see **Q32 Attachment\_School Naming Policy\_Fully Executed** for DCPS' internal process, which describes the process for a name change initiated through DCPS. DCPS works with the Mayor's Office and the DC Council to formalize name changes in compliance with DC Code requirements.

- Q33: Describe the steps taken by DCPS in FY17 and in FY18 to date to maintain or achieve Americans with Disabilities Act ("ADA") compliance at its facilities. Please include a narrative about funding availability for schools and agreements or plans with the DGS.**

DCPS values the accessibility of its buildings for all of our students, families, staff, and community. DCPS works closely with DGS on both modernization projects and small capital projects to achieve ADA compliance in our school facilities. All modernization projects are

required to meet ADA. In addition to the modernization projects, "small capital" projects have been completed to modernize existing and building new elevators.

DCPS worked closely with the Office of Disability Rights (ODR) in FY2018 to prepare for the FY2020 CIP. This work included evaluating their facility assessments and meetings with staff to understand their priorities, which included bathroom modifications, ramps, and elevators.

Below is a summary of the projects that were completed in FY2017 and FY2018 to improve the accessibility of our buildings.

#### FY2017 Finished Projects

**Elevators New:** Amidon-Bowen ES, Brent ES.

**Modernized:** School-within-a-School @ Goding ES, Drew ES, Takoma EC, Eaton ES.

**Design:** Leckie EC, JO Wilson ES, Tubman ES, Martin Luther King ES, Seaton ES.

**Modernized Buildings:** Powell ES Building D, Watkins ES, Garrison ES, Ron Brown HS Phase 2, Marie Reed ES, Duke Ellington HS

**Swing Space:** Coolidge HS

#### FY2018 Finished Projects

**Elevators New:** Aiton ES, Hendley ES, Burrville ES, Johnson MS, Ketcham ES, Leckie EC (ongoing)

**Modernized:** Murch ES, Bancroft ES, MacFarland MS, Boone ES

**Lift:** JO Wilson ES

**Modernized Buildings:** MacFarland MS, Murch ES, Orr ES, Bancroft ES, Bruce Monroe (Cafeteria/Gym)

**Swing Space:** C.W. Harris ES, Houston ES, Jefferson MS, Maury ES

**Q34: Please provide the Committee with an update on the development of a new Middle School in the Shaw neighborhood, including copies of the feasibility analysis reports for potential sites and the community engagement plan.**

DCPS is committed to engaging with the community to determine the need for a potential new stand-alone middle school, resulting in the removal of grades 6th-8th grade at the existing Cardozo EC campus, to serve the Cardozo feeder pattern, including the Shaw neighborhood. DCPS recently shared the plan for an engagement process with the Cardozo feeder pattern community that will run from January-April of 2019 and will focus on middle school planning.

The engagement process will include two citywide community meetings, two school-level meetings, specifically for the impacted communities, an online engagement process, and targeted focus groups for under-represented stakeholder groups. DCPS has also shared relevant data on enrollment, population, and demand trends to inform discussions on the considerations for opening a new middle school; this data was reviewed with the community at the first community meeting, held on January 26 at Cardozo EC. The engagement plan and relevant data are attached (**Q34 Attachment\_Cardozo-Feeder-Pattern-Middle-School-Engagement-Process-Summary** and **Q34 Attachment\_Cardozo-MS-Planning-Background-Data**) and publicly available at <https://dcpsplanning.wordpress.com/category/cardozo-feeder-pattern/>.

**Academic Achievement and Student Supports**

**Q35: Please list all targeted reading and math interventions DCPS has invested in. For each intervention, please state the following:**

- a. Whether it is evidence-based;**
- b. Its cost;**
- c. All schools which have used that intervention for SY17-18;**
- d. If the intervention is offered to all students or just a subset of students, including how students are selected; and**
- e. If intervention is paid for by the school or by Central Office.**

**Literacy and Humanities**

DCPS provides all students with rigorous instruction using a balanced approach to literacy development that aims to ensure access, engagement, and mastery of grade-level content for all students through our rigorous, content-rich and research-based Tier I literacy curriculum. This includes many opportunities for differentiation and support through small groups, scaffolds, accommodations, and modifications. Teachers have access to a variety of resources to support all students.

Data indicate that students throughout the district benefit from additional instruction that support them being on target for literacy success. The Response to Intervention (RTI) process provides a structure for supporting students who would benefit from intervention. Most schools will need multiple resources to meet the literacy needs of all students. Please note that various additional interventions live within each school at the discrepancy of school leadership; this list exclusively identifies interventions supported by the Office of Teaching and Learning.

See attached (**Q35 Attachment\_SY18-19 Literacy Interventions**) for data.

**Math**

The mission of DCPS is for every school to provide a world-class education that prepares all our students, regardless of background or circumstance, for success in college, career and life. The academic goal of intervention is to accelerate student learning and help students meet grade level standards. Intervention math programs are designed around a multi-tiered approach to the early identification and provision of supports to students when they are struggling academically.

See attached (**Q35 Attachment 2\_FY18 Mathematics Blended Learning**),

Other math interventions (see Q35 Attachment\_FY18 Pure Math Interventions.pdf):

- **Q35 Attachment 3\_FY18 Math 180**
- **Q35 Attachment 4\_FY18 Do The Math**

**Q36: During SY16-17, targeted schools received additional literacy personnel (Assistant Principals of Literacy, Reading Specialists, instructional coaches) as part of DCPS literacy goals. Please name those schools and describe gains made in literacy in SY16-17, SY17-18, and SY18-19 to date. Also include schools participating with outside literacy partners for student assistance or partners for teacher supports for becoming reading specialists and provide all DCPS student outcomes in these programs as well.**

In addition to our research-based core instructional resources and practices, supplemental literacy programs and reading interventions, DCPS invests in literacy personnel to help support our students' literacy learning.

The DCPS Literacy and Humanities team measures the success of these investments in terms of students' increased foundational reading skills (measured by Dynamic Indicators Basic Early Literacy Skills [DIBELS]) and students' reading levels (measured by Text Reading Comprehension [TRC] in K-5 or Reading Inventory [RI] in grades 6-10). Performance on these assessments for the past three years suggests that this investment makes a significant difference and the positive effects become greater over time. Specifically, we often look to these investments to reduce the percent of students who are not meeting benchmarks. This is measured by DIBELS (Dynamic Indicators of Basic Early Literacy) and/or TRC (Text Reading Comprehension) for grades K-2, and by RI in grades 3-10.

The attached spreadsheet has multiple tabs to show outcomes for each of the following literacy partners, programs or positions:

**Literacy Lab Reading Corps:** In 2013-14, Metro DC Reading Corps began its inaugural year providing early literacy services to 837 PreK-3 students through 37 full-time tutors at 18 sites in DC and Northern Virginia. Students are selected for the program if they are below grade-level on a fall benchmark exam. Students then spend 20 minutes/day, 5 days/week meeting with their tutor. Students exit the program when they meet and maintain grade level standards in reading.

**Reading Partners:** Reading Partners provides one-on-one reading instruction to elementary school students reading below grade level to help them succeed in school and in life. Reading Partners recruits and trains volunteers to work one-on-one with students forty-five minutes twice a week, following a structured, research-based curriculum.

**Reading Recovery teachers:** Reading Recovery is a highly effective, short-term intervention of one-to-one tutoring for the lowest-achieving first graders. Currently implemented in 18 DCPS elementary schools, specially trained Reading Recovery teachers serve as literacy leaders in their schools, providing this intensive intervention during the morning, and use their expertise to support teachers and teach small groups of struggling readers during the other part of their day. In 2017-2018 70% of DCPS students who received a full series of lessons reached average reading levels and continued to progress after their intervention was completed.

**Reading Specialists:** Reading specialists intervene with a caseload of approximately 25 to 35 students over the course of a year. While previous submissions have focused on additional central office investments made to add a reading specialist position, this tab shows all schools with reading specialists.

As a reminder, in School Year 2016-2017, after three years of investment, the Assistant Principals of Literacy initiative was replaced with the Assistant Principal – English Language Arts (AP-ELA) position within the LEAP initiative. DCPS used learnings from the Assistant Principals of Literacy and their cohort model to move the district toward having all APs have an instructional focus and leading content specific professional development in schools.

In addition to these programs, DCPS partners with REACH, Inc. to operate an innovative model that pairs high school students who would benefit from additional reading support with 2nd and 3rd graders who enjoy reading with an older mentor or role model. In this program, both the elementary and HS students benefit in academic and social-emotional skills. This program is smaller and, therefore, robust comparison data is not yet available.

Finally, new in January 2019, DCPS educators will have the opportunity to receive highly specialized training that will provide them with some of the coursework necessary to become a reading specialist. This is provided through the **DC Reading Clinic**. Currently 12 teacher mentors, 12 aspiring reading specialists and 12 students are working together at the DC Reading Clinic.

Please see attachment **Q36 Attachment\_FY19 Literacy Supports**.

**Q37: Please provide the committee in excel formant literacy proficiency rates for grades 1-10 by school and grade.**

Please see attachment **Q37 Attachment\_EOY17-18 BOY18-19 Proficiency Rates**.

**Q38: Discuss and provide plans for how DCPS has taken recommendations from the PERAA evaluation for students with special needs and the possibility for increased collaboration and applied that to policy. How is the DCPS Strategic Plan incorporating these recommendations and works?**

In A Capital Commitment 2017-2022, DCPS identified a strategic priority focused on Educating the Whole Child. This includes providing a rigorous, joyful, and inclusive academic and social emotional learning experience to ensure all students – including students with Individualized Education Programs (IEPs) – are ready for college and career. Prior to the development of DCPS’s most recent strategic plan, the Division of Specialized Instruction created a 2016-2019 strategic plan with feedback from a range of stakeholders to ensure that students with disabilities have an excellent, free and appropriate education. The strategic goals of this plan are to:

1. Increase academic achievement
2. Include more students
3. Involve families in their child’s success and
4. Prepare students for college or the work force.

The Division is beginning the process of developing the 2019-2022 Specialized Instruction plan in alignment with Capital Commitment 2022.

Aligned with these goals, DCPS continues to make progress with regard to the recommendations from the [PERAA evaluation](#). Most relevant to students with special needs are the recommendations to “address disparities” by way of “centralized monitoring and oversight” and more effective collaboration between the public and private sector to ensure best possible learning environments for all students. The responses to the questions which follow provide even more detailed information about the ongoing practices that are in place to increase monitoring and oversight (evidenced in questions 63-65, 68), as well as collaboration across sectors on outcomes for students with special needs (specifically Question 59).

- Q39: DCPS stated improving the high school experience, rigor, enrollment, and overall academic achievement as part of its focus for the previous three school years. The following questions are regarding this work:**
- a. What is the status of advanced placement (AP) courses in all high schools? Has DCPS seen an increase enrollment in these courses as a result of this initiative? Has this initiative been maintained?**
  - b. What additional training or professional development support is available to DCPS teachers who were teaching AP courses for the first time?**
  - c. What is the status of every high school offering 20 elective courses? Are electives the same at each school, why or why not?**
  - d. What additional support did Central Office provide high schools with smaller enrollments in creating and supporting new courses?**
  - e. Did DCPS conduct any evaluation with high school students or teachers to measure the impact of these investments?**
  - f. Provide the Committee with:**
    - 1. A list of each school that had International Bachelorette programs during SY17-18 and SY18-19 to date;**
    - 2. A list of all AP courses offered during SY17-18 and SY18-19 to date;**
    - 3. The number of students enrolled in each of the AP classes during SY16-17, SY17-18, and SY18-19 to date;**
    - 4. The number of students in each high school that took an AP exam in 2015, 2016, 2017, and 2018;**
    - 5. The percent of students who scored a 3, 4 or 5 on AP exams in 2018 by subject and score; and**
    - 6. A description of efforts by DCPS in FY18 and FY19 to date to increase the number of students of color enrolling in AP courses.**

In DCPS' *2017-2022 Capital Commitment*, the district has articulated multiple goals that underscore the critical importance of high school rigor, enrollment, and overall academic achievement. In order for all students to feel loved, challenged, and prepared (Goal 4), the district must offer rigorous and engaging coursework that prepares students for success in college and in life. Additionally, Goal 3 outlines a goal of 85% of students graduate within 4 years and 95% of students graduate within 5 years. The responses below speak to efforts the district has made in these areas.

- a. What is the status of advanced placement (AP) courses in all high schools? Has DCPS seen an increase enrollment in these courses as a result of this initiative? Has this initiative been maintained?**

The guidance since SY16-17 has been that all comprehensive high schools should offer at least 8 AP courses and at least one in each of the 4 core subject areas. Any deviation must be reviewed and approved by the school's instructional superintendent. This school year, all but 2 comprehensive and application high schools (Anacostia and Ballou) are offering at least eight courses (see attached **Q39 Attachment 1\_SY17-18 Advanced Placement Data Sets** course offering audit for the specifics at each school). Eastern High School has historically been excused from the requirement of offering 8 AP courses given that they offer a full IB diploma and all the IB courses associated with that. Ron Brown does not currently have a senior class, and Roosevelt STAY just started offering AP last year and is the only Opportunity Academy doing

so. DCPS has seen a steady increase in enrollment, especially in each year that the minimum number of AP courses offered has been increased. This has translated into an increase in the number of AP exams that are taken. The initiative has been maintained, but DCPS feels that the current minimums are appropriate and does not anticipate continuing to increase them.

**b. What additional training or professional development support is available to DCPS teachers who were teaching AP courses for the first time?**

For the past several years, DCPS has paid for teachers to attend local AP Summer Institutes and will continue doing so. It is required that all teachers attend an AP Summer Institute if they are teaching an AP course for the first time, if there have been significant changes made to the course by the College Board, or if it has been three years since they previously attended. AP Summer Institutes are led by College Board-endorsed consultants and are specifically designed for each AP course. Beyond that, the Advanced and Enriched Instruction team has coordinated observations opportunities for new teachers to visit veteran teachers' classrooms. The Office of Teaching Learning content teams offer AP-specific sessions on PD days that are available to all AP teachers.

**c. What is the status of every high school offering 20 elective courses? Are electives the same at each school, why or why not?**

As in the past years, DCPS published a menu of more than 35 Certified Electives for schools to choose from when building their SY17-18 schedules. The menu was carefully designed to include a few options from each discipline (ex. science, business, music), and to include options that were already common across the district. The goal was for every student to find some courses that interested him/her while also maintaining equitable options across the district.

DCPS felt this approach struck the best balance between school autonomy and Central Office guidance. Schools were free to choose any 20 courses from the menu of more than 35 potential options, based on the interests of their student population and the skills of their teachers. As a result, some popular courses like African American History were offered at nearly every school, while some courses like Health Problems of Urban Society were only offered at a few schools. No two schools have the same electives, but there is a great deal of overlap. Below is the menu of Certified Elective courses prescribed for DCPS schools and a chart that represents the number of elective courses offered at each district high school:

Menu of DCPS' Certified Elective Course Offerings for SY 2017-2018
Art History
Ceramics
Cinematic Arts
Dance Technique
Drama (Acting I)
Drawing & Painting
Imagining
Sculpture
Choir
Concert Band
JROTC



Menu of DCPS' Certified Elective Course Offerings for SY 2017-2018
Marching Band/Drumline
African American History
Comparative Religion
Constitutional Law
World Problems and Contemporary Events
Philosophy
Street Law
Student Government
Topics in Government – We the People
BUILD
Economics
Financial Planning
Health Problems of Urban Society
Individual Sports
Sports Medicine
Swimming
Team Sports
Weight Training – Body Conditioning & Fitness
Debate
SAT Prep
Tenacity: Professional Skills and Character Development
African American Literature
Creative Writing
Journalism
Multicultural Literature
Public Speaking
Yearbook
Marine Biology
Microbiology
Exploring Computer Science
Psychology
Sociology

Elective Course Offerings Count Across District Comprehensive High Schools	
School Name	Total Number of Elective Courses Offered at the School during SY 17-18
Anacostia High School	20
Ballou High School	21
Cardozo Educational Campus	21
Coolidge High School	27
Columbia Heights Educational Campus	27
Dunbar High School	35
Eastern High School	34
HD Woodson High School	33

Elective Course Offerings Count Across District Comprehensive High Schools	
Ron Brown College Preparatory High School	10*
Roosevelt High School	28
Wilson High School	55

*\*Ron Brown College Preparatory High School was the only Comprehensive High School that did not offer a minimum of 20 elective courses, however, this school opened SY 2016-2017 with only a 9th grade cohort and is gradually adding a grade level each year; thus this school's student population consisted of only 9th and 10th graders during SY 2017-2018 and course offerings would have been aligned to the standard sequence of courses that are offered for 9th and 10th grade students.*

Please note that the above list does not include DCPS Specialized High Schools (Banneker High School, Ellington School of the Arts, McKinley Technology High School, Phelps Architecture, Construction, and Engineering High School, School of Without Walls) because the specialization of these schools programmatic demands and the specific graduation requirements stipulated for these schools may change the number of elective courses the school offers. Additionally, DCPS Opportunity Schools, IYP, and YSC are omitted from this list because of these schools are designed to meet the exceptional needs of the student populations.

Moreover, an inventory of the courses offered at DCPS Comprehensive High Schools accounts for some schools (particularly schools with larger student populations such as Wilson High School, Eastern High School, and Dunbar High School) extending elective course offerings beyond the menu of prescribed offerings provided by Central Office. Some of the courses that were offered at Comprehensive High School that were not included in the menu of certified elective courses were: Model UN, African Studies, Youth Justice, Global Perspectives, Film Studies, Chess, and Human Sexuality. The expansion of additional electives is grounded in our core belief that DCPS must ensure students are loved, challenged and prepared for success in college, career or life. For example, The Global Education team launched a Global Curriculum Fellowship to close the gap between the most recent scholarship on global affairs and what students receive through some globally-themed electives. By partnering with Georgetown University expert faculty, current university students, and teachers with deep content and pedagogical expertise, the team led a project to create complete units of study for 7 global electives, including: Middle East Studies, African Studies, Latin American Studies, Model United Nations, Global Perspectives, World Problems and Contemporary Issues, and World Religions. We encourage schools to offer these elective options which aim is to ensure that students will employ a critical, scholarly lens to examining the history and current affairs of the world in which they live in the closest manner to how they will do so during any post-secondary course of study.

**d. What additional support did Central Office provide high schools with smaller enrollments in creating and supporting new courses?**

It is important to ensure that every student has equal access to a breadth of options, whether they attend a large or small school, and we invest resources to make that possible. To ensure equity in course offerings across district high schools, the comprehensive staffing model applied to FY 2018 DCPS school budgets was inclusive of staff allocations "to meet all scheduling requirements, including a minimum of 20 academic electives and 8 Advanced Placement courses." Additionally, to ensure that there were equitable elective course offerings across

district high schools a menu of more than 35 academic electives was provided to schools (documented in both the Budget Guidance and Scheduling Guidance).

**e. Did DCPS conduct any evaluation with high school students or teachers to measure the impact of these investments?**

In School Year 2017-2018, DCPS completed an in-depth review of course scheduling, attendance, and graduation policies. While there was not a specific aspect of this work that evaluated electives, DCPS's high expectations are in place for all students in all courses. We continue to have the courage to assess what needs to be done better to continuously improve and strengthen our high schools, with a profile of a DCPS graduate in mind. Our aim is to make sure that every student, parent, and community member knows what being a DCPS graduate means and has confidence that our graduates are prepared for college, career, and life.

**f. Provide the Committee with:**

- a. **A list of each school that had International Baccalaureate programs during SY17-18 and SY18-19 to date;**

**School Year 2017-2018**

<b>Primary Years Programmes</b>	<b>Middle Years Programmes</b>	<b>Diploma Programmes</b>
Turner Elementary School (Ward 8)	Browne Education Campus (Ward 5) <b>*Candidate School</b>	Banneker High School (Ward 1)
Thomson Elementary School (Ward 2)	Eliot-Hine Middle School (Ward 6)	Eastern High School DP (Grades 11-12) (Ward 6)
Shepherd Elementary School (Ward 4)	Deal Middle School (Ward 3)	
	Eastern High School MYP (Grades 9-10) (Ward 6) <b>*Candidate School</b>	

**School Year 2018-2019**

<b>Primary Years Programmes</b>	<b>Middle Years Programmes</b>	<b>Diploma Programmes</b>
Turner Elementary School (Ward 8)	Eliot-Hine Middle School (Ward 6)	Banneker High School (Ward 1)
Thomson Elementary School (Ward 2)	Deal Middle School (Ward 3)	Eastern High School DP (Grades 11-12) (Ward 6)
Shepherd Elementary School (Ward 4)	Eastern High School MYP (Grades 9-10) (Ward 6) <b>*Candidate School</b>	

1. A list of all AP courses offered during SY17-18 and SY18-19 to date;

Please see **Q39 Attachment 1\_SY17-18 Advanced Placement Data Sets.**

2. The number of students enrolled in each of the AP classes during SY16-17, SY17-18, and SY18-19 to date;

Please see **Q39 Attachment 1\_SY17-18 Advanced Placement Data Sets.**

3. The number of students in each high school that took an AP exam in 2015, 2016, 2017, and 2018;

Please see **Q39 Attachment 1\_SY17-18 Advanced Placement Data Sets.**

4. The percent of students who scored a 3, 4 or 5 on AP exams in 2018 by subject and score; and

Please see **Q39 Attachment 1\_SY17-18 Advanced Placement Data Sets.**

5. A description of efforts by DCPS in FY18 and FY19 to date to increase the number of students of color enrolling in AP courses.

DCPS encouraged schools to schedule AP courses that capitalize on student talent and passions. This includes offering AP courses that align with the students' interests and backgrounds, as well as pushing for more AP arts courses offered throughout the district. Both strategies have been proven successful at attracting students of color and leading to them passing AP exams. DCPS has also partnered with an outside consultant, Mathematica, who currently operate the Mid-Atlantic Regional Educational Laboratory, authorized under the Education Sciences Reform Act of 2002. Mathematica's contract cycle runs from 2017-2022. They will be conducting a research study to determine the viability of requiring students to take AP courses and will be sharing those results with schools. We expect this research to take place next year following all necessary approvals. The Advanced and Enriched Instruction team is working on clearer course sequence guidance and will be sharing this with counselors and the scheduling team to ensure students are put on the correct path to be prepared for AP.

**Q40: Provide the Committee with the official policy for DCPS regarding credit recovery and requirements for a student to gain credit for a course he/she previously failed. Include in the response a narrative description of how central office tracks credit recovery coursework for all students.**

DCPS has focused on clarifying existing credit recovery policies and expectations and getting feedback on necessary improvements. Students, families, and staff had expressed concerns that the credit recovery guidance was unclear and placed limitations on students that made it difficult for them to succeed (such as rigid attendance policies and time-bound courses), while also lacking consistency in course rigor. DCPS made it a priority to issue a clear and consistent policy and provide robust supports for school year 2018-2019.

DCPS began offering credit recovery courses during Term Two of School Year 2018-2019 in order to finalize a new policy and build strong programming in alignment to that policy. In October 2018, DCPS released a draft credit recovery policy and solicited extensive stakeholder feedback:

- Online public comments (63)
- Webinars and public forums
- Meetings with school-based credit recovery specialists and pathways coordinators
- Chancellor's Principal Cabinet and Student Cabinet
- Letters from the State Board of Education and Senior High Alliance of Parents, Principals, and Educators

The final DCPS credit recovery policy (**Q40 Attachment\_Credit Recovery Policy**) was finalized to allow students to resume credit recovery classes in Term Two. The policy clarifies expectations regarding student eligibility, allowable courses, attendance requirements, approved staffing, course completion and grading. In order to pass a credit recovery course, students must complete all coursework and pass all required assessments. DCPS provides training and resources to credit recovery coordinators and administrators to support teachers and monitor course completion. In addition, central office conducts credit recovery site visits and monitors credit recovery data through the continuous improvement framework to ensure compliance.

**Q41: Please also give an update of DCPS' efforts and actions with regard to the Empowering Males of Color and Reign programs including outcomes.**

DCPS promotes equity and educating the whole child at DCPS by implementing innovative, research based, and student-centered learning experiences designed to position students furthest away from opportunity with the skills and platform to amplify their voices and actively challenge the status quo. This is done through two initiatives: **Empowering Males of Color (EMOC)** and **Reign: Empowering Young Women as Leaders**.

In FY2018, the programs that supported these initiatives included: Innovation Programs, We the Girls Leadership Series and Conference, Leading Men Fellowship (LMF), Male Educators of Color Collaborative (MEOCC) and the Middle School Leadership Academy, which was a one-year, privately funded character and leadership development program targeting 50 6<sup>th</sup>-8<sup>th</sup> grade young men of color at Brookland, Lasalle and Hardy.

Quantitative impact for Innovation Programs and We the Girls Leadership Series is best conveyed by student participants (over 700) generally outperforming their school peers (non-participants) in the following areas:

- **ISA:** Reign/EMOC students had a higher rate of attendance than their peers at 10 of 15 partner schools.
- **Suspension rate:** Reign/EMOC students were suspended at a lower rate than their peers in 11 of 15 partner schools.
- **PARCC:** Reign/EMOC students outperformed other girls/boys of color on the PARCC ELA and Math in 10 of 15 partner schools.
- **Reading Inventory (RI):** Reign/EMOC students achieved higher proficiency rates compared to the total school rate in 11 of 15 schools.

Additionally, students interviewed during the end of program evaluation expressed high satisfaction with the overall implementation of programming within their school context.

Additionally, Leading Men Fellows' classrooms had a statically significant larger percentage of students meeting Kindergarten readiness standards. For example:

- **98%** of students in Fellow's classrooms met readiness standards in foundational physical skills, compared to **94%** in other classrooms of the same school
- **92%** of students in Fellow's classrooms met readiness standards in foundational language skills, compared to **87%** in other classrooms of the same school
- **86%** of students in Fellows' classrooms met Kindergarten readiness standards in math, compared to **79%** in comparison classrooms of same school
- **98%** of students in Fellows' classrooms met Kindergarten readiness in social-emotional skills, compared to **91%** in comparison classrooms of same school.

There were approximately 90 boys of color in Leading Men Fellows' classrooms. The results outlined above are aligned with the results seen during the first year of the Leading Men Fellowship program.

In FY2019, the programs that will support EMOC and Reign will include: Innovation Programs, We the Girls Leadership Series and Conference, LMF (in partnership with Literacy Lab and DCPS' ECE team), Critical Conversations pilot course and MEOCC.

See attachment for **Q41 Attachment\_FY18 SEEP Brochure**.

**Q42: Provide the total amount of funding that was allocated to and spent by each DCPS school for Title I in FY17 and FY19 to date. Please describe in detail how these funds were spent to enhance student achievement.**

DCPS spent FY2018 Title I funds on allowable expenditures, such as highly qualified instructional staff salaries, parent and family engagement activities, and administrative costs to manage the grant funds. In addition, Title I funding supported school-specific initiatives, such as the 9th grade academy, The Twilight Program, Inspiring Youth Program, Negligent and Delinquent Youth, supports to students experiencing homelessness, Reading Recovery and other literacy programs, along with various instructional supports at schools identified under the Elementary and Secondary Education Act (ESEA) as Priority and Focus schools. Additionally, Title I funds were used to offer programming that supports students of color with a continued focus on maximizing the impact of the Equity Support Programs: the Empowering Males of Color (EMOC) program and the Reign initiative. Lastly, Title I funds were also used to support summer school programs at participating Title I Schools in FY2018.

In FY2019, Title I funds will be used to support the same programs from FY2018, with the exception that funds will be spent on highly effective instructional staff salaries instead of highly qualified staff, in alignment with changes under ESEA as reauthorized by the Every Student Succeeds Act (ESSA).

Please see attachment labeled **Q42 Attachment\_ Title Allocations** for the total amount of Title 1 funding, by school.

**Q43: For each of the lowest performing schools, please provide a breakdown of the services and supports that were provided by the Office of School Design and Continuous Improvement in SY17-18, to accelerate their achievement. Please also detail by school the costs expended for these services and supports. Additionally, please provide a narrative description of the school improvement and turnaround methods the agency used in SY17-18 for each low performing school and how those indicatives impacted student achievement.**

Goal 5 of DCPS' strategic plan A Capital Commitment 2017-2022 states that 100 percent of schools are highly rated or are improving by School Year 2021-2022. In order to achieve Goal 5, specific supports were developed to address individual school needs and accelerate student achievement, particularly for the lowest performing schools. In School Year 2017-2018, DCPS continued to support Priority and Focus schools as designated by OSSE's accountability system under the ESEA waiver, understanding that in December 2018, OSSE would implement a new accountability system, STAR Framework, under ESSA, which would result in a new list of low performing schools.

First, we delivered a comprehensive set of supports for all Priority and Focus schools as designated under ESEA:

- **Response to Intervention:** DCPS' RTI process is a school-level, multi-tiered approach to the early identification of and provision of supports to students who struggle academically and/or behaviorally in the general education school setting.
- **Human Capital:** To ensure that the highest performing teachers are working in the 40/40 schools (DCPS' previous list of low performing schools under the Capital Commitment 2012-2017), we continued to focus on attracting/hiring, growing, and keeping great teachers and principals at the 40/40 schools. Vacancies were loaded early for 40/40 schools to allow for earlier hiring. Also, we continue to offer higher performance-based bonuses for teachers and principals who receive a Highly Effective rating and work in 40/40 schools.
- **Attendance and School Climate:** DCPS maintained supports from the Attendance Matters initiative to ensure data accuracy system wide, DCPS prioritized strong Data Systems and Actionable Data. To begin, DCPS made key improvements to the student information system, Aspen, such as clarifying attendance reporting codes, creating the capacity to upload attendance-related documentation, and locking attendance data on a monthly basis. Second, DCPS focused on creating clear policy and procedures around attendance and providing extensive training to staff to support compliance. Last, DCPS initiated a process for proactively reviewing attendance data to identify practice challenges on a weekly and monthly basis, through the continuous improvement framework. DCPS also continued to implement its School Climate Initiative (SCI) in all 40/40 schools in School Year 2017-2018. Additionally, SCI merged with the Social Emotional Learning (SEL) team to develop a district-wide SEL strategy to target the underlying issue that affects the school climate and culture.

Second, we continued to provide targeted supports for targeted 40/40 schools, based on the individual needs of the schools. Some programs include:

- **Extended Day Program:** This is an opportunity for each 40/40 elementary school to extend school day until 4:15 PM daily (excluding Friday). The extra time is used to extend the literacy and math blocks, while providing enrichment and interventions at the individual student level.
- **Ninth Grade Academies (NGA):** The ninth grade academies are designed to provide critical support that leads to higher graduation rates. Ninth grade academies have impacted the overall 9th grade promotion rate (including repeaters, ELL 1s, and students with 20+ IEP hours) for the nine NGA schools, increasing from 72% in SY14-15, to 74% in SY15-16, to 80% in SY16-17, and declining to 77% in SY 17-18. The pre-academy rate in SY12-13 was 54%. The first-time 9th grade promotion rate for all high schools also increased - from 78% in SY14-15, to 84% in SY15-16, to 86% in SY16-17 and again in SY 17-18.
- **Literacy Supports:** Using Title I, Nalle ES, Washington Met HS, Browne EC, King ES, Moten ES, Aiton ES, and Drew ES were staffed with additional instructional leaders to work with and address acute need. Supported positions included Reading Specialist, ELA Instructional Coach, Assistant Principal of Literacy, and Assistant Principal of Math.
- **Socio-emotional Supports:** Each of our 40/40 middle schools was staffed with an Assistant Principal for Interventions (API), along with additional case management through a Wrapcare coordinator and a DBH clinician. These schools saw a decrease in their rates of Suspension Days per 100, from 376.8 days in School Year 2016-2017 to 337.4 days in SY17-18. While the overall suspension rate, 35.6%, has not decreased within this cohort, the decrease in the Suspension Days per 100 represents a decrease in the number of days students were spending out of school as a result of a suspension.

DCPS provides a range of supports for its lowest performing schools, and because different schools need varying types and levels of support, the district provides differentiated support for each school. Each school has a Continuous Improvement Specialist and a Data Specialist to support the planning and implementation for its school improvement plan (known as the Comprehensive School Plan), which incorporates various initiatives from other offices, as well as partnerships with external organizations (e.g., City Year, Turnaround for Children). The CSP document is intended to be a living document that is focused on priority work, aligned to the Strategic Plan. It is designed to bring alignment between school, cluster, and district priorities, while giving schools the flexibility to target specific strategies that are responsive to the needs of their school communities. These strategies are determined by schools' Needs Assessment reflections and driven by their Student Outcome Goals. Clear guidance and directions, along with standard templates and examples were provided for each step of the CSP process. SPCI, along with other program offices, provided direct support to schools throughout the CSP process. Additionally, SPCI organized two CSP support sessions with other program offices over the summer to provide opportunities for school leaders to receive support as they developed their CSP. These specialists work to ensure alignment of these different initiatives to each school's turnaround plan and support the school in maximizing its resources.

The Chief of School Design and Continuous Improvement continued to lead the work supporting the lowest performing schools in SY17-18. The Chief worked with the Instructional Superintendents to implement best practices for rapid school improvement: ensuring the schools have strong academic leadership teams, addressing school climate, and focusing on teacher professional development, and RTI approaches.

**Q43 Attachment\_Priority and Focus School Turnaround Initiatives in FY18** includes details of the programs and initiatives and expenditures for some services and supports provided in SY17-18.

**Q44: In December of 2018, OSSE rolled out the STAR Framework. Please describe the community engagement process to inform school communities about the framework’s roll out and individual school performance. Please include dates and agendas when describing meetings.**

DC Public Schools has approached the ESSA Report Card and STAR Framework in alignment with the Community Engagement Feedback Loop (Build Relationships, Engage, Inform and Share-Out) used to guide DCPS work with key stakeholders, including families and community members. Prior to the release of the STAR Framework, DCPS developed and has now started to execute on a community engagement process to share key school-specific information with families and school communities, to build champions for the work, and to inform strategies for school improvement and transformation. DCPS’ approach is grounded in building the capacity of school leaders and staff to have conversations directly with their school communities.

The first phase of this was realized during the fall of 2018 through a partnership between the DCPS Office of Family and Public Engagement (OFPE) and the Office of the State Superintendent of Education (OSSE). OSSE and OFPE worked together to reach community and education advocates across the city prior to the report card launch. For this phase of engagement, we targeted ward-based Education Councils, ANC Commissioners, and other advocates focused on education issues, emphasizing outreach to communities in Wards 7 and 8. See table below.

At each in-person opportunity, OSSE shared information about the DC School Report Card and School Transparency and Reporting (STAR) Framework, provided written information about the website, and OSSE and DCPS answered questions from the community. There were generally two types of engagements:

- At shorter engagements (e.g., ANC meetings) OSSE provided an overview and provided resources.
- At longer engagements (e.g., Ward 7 and 8 Education Councils) OSSE walked community members through the goal of the DC School Report Card, its connection to ESSA, and provided an insight into what the website would look like and the information it would include for families.

Community Group Name	Date of ESSA Engagement with OSSE
ANC 1A	October 10
Ward 4 Ed Alliance	October 11
ANC8A Executive Session	October 15
ANC7F	October 16
Senior High Alliance of Parents, Principals and Educators - SHAPPE	October 23
ANC 7C Executive Session	October 25
Ward 7 Ed Council	November 1
Ward 8 Ed Council	November 8

<b>Community Group Name</b>	<b>Date of ESSA Engagement with OSSE</b>
ANC 7C	November 8
ANC 1A	November 15
Capitol Hill Public School Parent Organization- CHPSPPO	November 19

In addition to the ward-based engagements that were conducted in partnership with OSSE, DCPS met with the five DCPS Parent and Community Advisory Boards to provide information and to answer questions about the DC School Report Card and the School Transparency and Reporting (STAR) Framework. A Session was held on November 15, 2018 for the Chancellor’s Parent Advisory Board, the Deputy Chancellor for Social Emotional and Academic Development Parent Advisory Board, the Special Education Parent Advisory Board, and the Strategic School Planning Advisory Board. A separate session was held for the Deputy Chancellor of Innovation and Systems Improvement Advisory Board on December 6, 2018.

The second phase rolled out in December where all schools were asked to hold a staff meeting, prepare for EdFest on December 8, share their STAR Rating in a letter home to families, and host a Local School Advisory Team (LSAT), PTA/PTO or other community meeting. To support schools in this process, DCPS created and distributed a robust toolkit of turnkey resources for school leaders—including an engagement checklist, a template letter to families, a PowerPoint deck and facilitation guide, an FAQ document, talking points, and one-pagers. During this phase, the DCPS Community Action Team (CAT) members provided targeted touch points for school leaders and their communities. Prior to OSSE’s release of the STAR Rating, DCPS held STAR Framework office hours for principals (11/27, 11/28, 11/30) to provide data support in understanding their school’s STAR Framework data using OSSE’s STAR application and to support engagement planning. Throughout December, DCPS held meetings with school leaders, Instructional Superintendents, and central office program offices to provide an overview of the STAR Framework, next steps for the schools, and DCPS’ preliminary brainstorming of the transformation strategies for our lowest performing schools.

Finally, the third phase of engagement started in January 2019 and will go through early April. This phase is focused on supporting two-rounds of community feedback sessions for the eight schools in Comprehensive Support type 1 (CS1) status. In order to support the first round of sessions (see table below), OFPE provided training and meeting preparation to the eight school leaders during the DCPS Leadership Academy on January 10, 2019 and will provide direct support during each of these events. The meetings will be tailored to the needs of the individual school community, with an overarching purpose of sharing information on ESSA and STAR Ratings, sharing school data and gathering feedback on the focus areas of school improvements. While the approach and schedule are still being finalized, the overarching purpose of the second round of sessions in March-April will be to share back what was heard and to share how such feedback has informed planning for school improvement to-date. Additional feedback on the approach to transformation may be collected at this time as well.

<b>School</b>	<b>Date of Transformation Engagement</b>
Kramer Middle School	Thursday, January 24
Cardozo Education Campus	Monday, January 28
Sousa Middle School	Wednesday, January 30
Eliot-Hine Middle School	Thursday, January 31

Langley Elementary School	Thursday, January 31
Moten Elementary School	Monday, February 4
Anacostia High School	Tuesday, February 12
Ballou High School	Wednesday, February 13

**Q45: Please describe DCPS’ plan to provide professional development or extra funding to schools in the bottom 5% in the STAR Framework. What is DCPS’ plan for schools that after three years continue to show little to no progress? Which office is responsible for overseeing this plan?**

In December 2018, the Office of the State Superintendent of Education (OSSE) released School Transparency And Reporting (STAR) Framework ratings for all DCPS and public charter schools and identified eight DCPS schools as in the bottom five percent. These schools were classified as Comprehensive Support and Improvement Type 1 (CS1) schools according to the Every Student Succeeds Act (ESSA). DCPS can apply for up to \$1 million in Investment in Schools funding per CS1 school from OSSE to be disbursed over the next three years. Within those three years, the schools must improve or OSSE may issue a more drastic intervention, potentially to include a call for a new school operator. The eight DCPS schools classified as CS1 are:

- Anacostia HS
- Ballou HS
- Cardozo EC
- Eliot-Hine MS
- Kramer MS
- Sousa MS
- Langley ES
- Moten ES

In School Year 2018-2019, DCPS will support these schools through the specific actions required by OSSE under ESSA:

- **Needs Assessment:** Schools must engage and gather perspectives from key stakeholders, review data and other qualitative evidence over time, and analyze root causes and areas for change. At DCPS, the needs assessment will include an internal data collection, a needs assessment from an external vendor, as well as community engagement.
- **Resource Equity Analysis:** DCPS must document expenditures for every school in the district and central office. The Office of the Chief Business Officer will report this information.
- **School Improvement Plan:** DCPS will support schools in developing a school improvement plan that enumerates goals, specific evidence-based interventions, and routines for ongoing stakeholder engagement.

DCPS will support school leaders at schools that received CS1 status with engaging students, families, and staff on their collective vision for school transformation by facilitating listening sessions and developing a community engagement toolkit. Furthermore, starting in Spring 2019, DCPS will provide additional support to CS1 schools in areas such as scheduling, budget development, hiring, and partner identification. During School Year 2019-2020, we will be providing cohort and individualized support based on school priorities, as well as ongoing leadership development. These supports will be provided by the Office of School Design and Continuous Improvement and the Office of Family and Public Engagement.

Based on the needs assessment and feedback from stakeholder listening sessions, DCPS will slate each of the eight CS1 schools for one of two transformation strategies: Redesign or Radical Intervention. It is our expectation that these research-based approaches will ensure that all schools in the CS1 category will demonstrate evidence of addressing areas of need, and of improved performance within three years.

- **Redesign:** A small subset of schools will engage in a deliberate and strategic whole school redesign that involves a comprehensive overhaul of the school, including academics, culture, structure, and operations. Schools will be selected based on six key enabling conditions for successful redesign: equity, shared leadership, school culture, academics, stakeholder engagement, and appetite for change. An external redesign partner will support with planning and implementation, and an external organization will support with building leadership capacity.
- **Radical Intervention:** All CS1 schools not selected for Redesign will engage in aggressive, yet targeted multi-year interventions in select areas of the school based on their needs assessment.

These interventions will be managed by the Office of School Design and Continuous Improvement in partnership with all district offices and school leadership.

In addition, DCPS will ensure that CS1 schools are able to launch and sustain the school-wide DCPS **Community School Model** as part of their transformation strategy. Two (Moten and Kramer) of the eight comprehensive schools are already fully funded to operate as a full-service Community School via the recently awarded U.S. Department of Education Full-Service Community School Grant, awarded to DCPS in October 2018. The remaining CS1 schools will use OSSE's Investment in Schools dollars to fund the model implementation. As part of this work, schools will be able to bring on a Community School Manager (CSM) to serve on the school's leadership team. In addition to the CSM support, school staff will also receive professional development on the DCPS Community School Model as well as trauma-informed practice to build the necessary conditions of success for effective community schools. During School Year 2019-2020, we will be providing cohort and individualized support based on school priorities, as well as ongoing leadership development. These supports will be provided by the Office of School Design and Continuous Improvement and the Office of Family and Public Engagement. The Community School initiative will also include cohort support.

**Q46: Please provide a breakdown of which schools participated in extended day for SY17-18. Please also include which grades were impacted; how much additional time was added to the school day; and outcomes observed as a result of this investment compared to expected outcomes.**

DCPS Extended Day is an extension of the traditional school day. An additional hour of instructional time is added at least four days per week with the school day ending at 4:15 pm. During this time, teachers spend additional time on instruction and students, more time on task, both of which have better outcomes for students. Ideally, this instruction is delivered by the same content teachers that students are with during the day and typically there is no transition. Attendance is not optional, and this program does not allow for the non-instructional variance permitted in after school programming.

The following schools participated in the Extended Day program for FY18 (SY17-18). The chart below details which schools are participating as an entire student body (whole school), as well as those partially implementing by targeting specific grade levels (partial). Select implementation is a third category used to identify schools targeting groups of students in selected grade levels, rather than the grade level as a whole.

Total Number of Extended Day Schools	
School Type	Number of Schools
Elementary Schools	17
Education Campuses	8
Middle Schools	1

Extended Day Cohort (SY17-18)	
Barnard ES	Partial (2 <sup>nd</sup> -5 <sup>th</sup> )
Browne EC	Partial (6 <sup>th</sup> -8 <sup>th</sup> )
Bruce Monroe ES	Partial (Select 2 <sup>nd</sup> -5 <sup>th</sup> )
Burrville ES	Whole School (PK-5 <sup>th</sup> )
Capitol Hill Montessori	Partial (1 <sup>st</sup> -8 <sup>th</sup> )
Cardozo EC	Partial (6 <sup>th</sup> -8 <sup>th</sup> )
Columbia Heights EC	Partial (6 <sup>th</sup> -9 <sup>th</sup> )
Dorothy I. Height ES	Whole School (PK-5 <sup>th</sup> )
Drew ES	Partial (1 <sup>st</sup> -5 <sup>th</sup> )
Hardy MS	Partial (6 <sup>th</sup> -8 <sup>th</sup> )
Houston ES	Partial (2 <sup>nd</sup> -5 <sup>th</sup> )
Kimball ES	Whole School (PK-5 <sup>th</sup> )
Leckie EC	Partial (K-8 <sup>th</sup> )
Miner ES	Partial (2 <sup>nd</sup> -5 <sup>th</sup> )
Nalle ES	Whole School (PK-5 <sup>th</sup> )
Noyes ES	Partial (4 <sup>th</sup> -5 <sup>th</sup> )
Boone ES	Whole School (PK-5 <sup>th</sup> )
Powell ES	Partial (Select PK-5 <sup>th</sup> )
Savoy ES	Partial (K-3 <sup>rd</sup> )
Simon ES	Select 1 <sup>st</sup> – 5 <sup>th</sup>
Smothers ES	Whole School (PK-5 <sup>th</sup> )
Thomson ES	Partial (Select K-5 <sup>th</sup> )
Truesdell EC	Whole School (PK-8 <sup>th</sup> )
Wheatley EC	Partial (Select PK-8 <sup>th</sup> )
Whittier EC	Partial (Select PK-8 <sup>th</sup> )

- **Schools that increased in both ELA and Math**
  - **4 of the 11 partial sites** (Barnard ES, Columbia Heights EC, Hardy MS, Leckie EC) and **2 of the 8 whole school implementation sites** (Nalle ES, Truesdell EC) **showed an increase in both ELA and Math proficiency from SY16-17 to SY17-18.**
- **Schools that increased in at least one category**
  - **11 of the sites** (Whole School and Partial Implementation-Barnard ES, Columbia Heights EC, Dorothy I. Height ES, Hardy MS, Houston ES, Leckie EC, MacFarland MS, Miner ES, Nalle ES, Boone ES, Truesdell EC) **showed growth from SY16-17 to SY17-**

**18. Whereas, 10 of the sites (Whole School and Partial Implementation-Barnard ES, Browne EC, Burrville ES, Columbia Heights EC, Drew ES, Hardy MS, Leckie EC, Nalle ES, Smothers ES, Truesdell EC) showed an increase in Math proficiency from SY16-17 to SY17-18.**

o **Most noteworthy growth**

**Dorothy I. Height ES** showed a 23% increase in ELA proficiency from SY16-17 to SY17-18.

**Q47: Provide the Committee with the list of schools that have a language immersion program or dual language program (including what language is taught). Also, please include the DCPS process/policy for a school to start a language immersion program and if any changes have been made to this policy in for SY18-19. Finally, please list any schools where current language immersion programs are identified as potentially expanding within the next three school years.**

Dual Language is an instructional model where students receive engaging rigorous instruction in two languages with the ultimate goal of becoming bilingual and biliterate, while learning grade level content across the curriculum. DCPS offers Dual Language (DL) programming at 11 schools. Almost 4,000 students receive grade level instruction in Spanish and English in our DL programs. Community interest in DL programming is high and DCPS is engaging in comprehensive visioning work to ensure that high quality and sustainable DL programs for as many students as possible.

School	School Year 18-19 Grades & Languages	Expansion plans for School Year 19-20	DL Model
Bancroft ES	Spanish/English PreK - 5	N/A	Whole school
Bruce-Monroe ES @ ParkView	Spanish/English PreK - 5	N/A	Whole school
Cleveland ES	Spanish/English PreK - 5	N/A	Strand
Columbia Heights EC	Spanish/English Grades 6 - 12	N/A	Whole School 6-8 Strand pathway 9-11
Houston ES	Spanish/English PK - K	DL program will expand to all 1 <sup>st</sup> grade classrooms	Whole school
Marie Reed ES	Spanish/English PreK - 5	N/A	Strand
MacFarland MS	Spanish/English Grade 6 - 8	N/A	Strand
Oyster-Adams Bilingual EC	Spanish/English PK - 8	N/A	Whole School
Powell ES	Spanish/English PreK - 5	Additional 4 <sup>th</sup> grade class to be added	Whole School

Roosevelt HS	Spanish/English Grade 9 - 11	DL programming in 12 <sup>th</sup> grade to be added	Strand
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DCPS most recently opened new Dual Language programs at MacFarland MS, Roosevelt HS, and Houston ES. These programs were opened in School Year 2016-17 and have grown grade-by-grade each year. Additionally, the Dual Language program at Powell ES is expanding grade by grade until the school offers a full-school model in PK3-5th, rather than a strand model. These expansions support DCPS' goals of providing a predictable programmatic K-12 pathway and expanding access to specialized programming.

While there is no formal policy that guides expansion decisions, DCPS recognizes dual Language programming as both an opportunity for growth for DCPS as well as an important service delivery model for English Learners. As with other specialized programs, DCPS believes expansion should be built upon a foundation of support at the district level to ensure sustainable, successful program implementation. Significant expansion of Dual Language programming require investments in curriculum supplies and materials (e.g., books in target language, testing materials, etc.), professional development, school marketing, student recruitment, translation and interpretation services, and staffing at both schools and Central Office. Currently, DCPS' approach to Dual Language expansion is driven by the following objectives and considerations:

- Increasing access to Dual Language -programming for English Learners;
- Increasing equitable access to Dual Language programs citywide;
- Responding to data on school performance, community interest, and student needs;
- Increasing vertical alignment among school programs of all types within the district; and
- Matching district capacity to further enhance supports for and connections between existing Dual Language programs.

These factors are assessed collaboratively across multiple district offices, including the Office of Teaching and Learning (Language Acquisition Division), School Design and Continuous Improvement (School Planning Division), and the Office of Family and Public Engagement.

**Q48: Please provide the following information for the DCPS NAF academies for SY17-18 and SY18-19 to date:**

- a. **The school name and academy type;**
- b. **The number of students enrolled in each program;**
- c. **A description of the coursework for each academy type; and**
- d. **Any notable milestones or achievements in terms of student outcomes as a result of this program.**

We believe that student interest and passions should be coupled with authentic real-life learning opportunities that result in careers with salaries that will provide financial liberation for the next generation of Washingtonians. DCPS began NAF Academies in School Year 2014-2015 with seven Academies across six schools. Today we have 10 NAF Academies in eight schools serving 1,125 students. The schools and descriptions of their programs are listed below.

DCPS NAF Career Academy students outpace non-NAF students at schools with an academy. Students continue to demonstrate success when comparing in-seat attendance, on-track for graduation, and post-secondary planning outcomes.

SY 2017-2018	NAF Students	Non-NAF*
<b>Attendance Rate</b>	83%	80%
<b>On-Track</b>	69%	56%
<b>GPA</b>	2.31	1.73
<b>FAFSA Completion</b>	86%	73%
<b>Summer Internships</b>	425	111

*NAF Enrollment is based on rosters in ASPEN.*

*\*Non-NAF refers to students at schools with NAF academies who are not enrolled in the academy.*

#### Ballou Academy of Hospitality

- SY18-19 Enrollment: 125 students
- SY17-18 Enrollment: 152 students
- Academy enrollment has dropped slightly from last school year. This is the result of an increase in non-NAF CTE program recruitment at the school, and increased scheduling requirements for NAF Academy enrollment. Ballou High School has five CTE programs, including the hospitality academy.
- Coursework: Hospitality and tourism are two of the world's largest industries and one of the fastest-growing in the District of Columbia. Students complete a sequence of courses including Principles of Hospitality Management, Customer Service, Sports Entertainment and Event Planning, Introduction to Hospitality Marketing, and Hospitality and Tourism Management. Throughout the program, students learn about the hospitality industry and participate in many work-based and experiential learning opportunities, including field trips to restaurants, postsecondary institutions, and wholesale food companies.
- Milestones/Achievements: In SY17-18, 39 Academy students participated in the Career Ready Internship program. As of early January 2019, 82% of academy seniors plan to attend college, and 61% of college-bound seniors have submitted at least one application.

#### CHEC Academy of Hospitality

- SY18-19 Enrollment: 154 students
- SY17-18 Enrollment: 179 students
- Academy enrollment has dropped slightly from last school year. This is the result of scheduling challenges and prerequisite requirements for new academy enrollment. Because CHEC runs on a 4x4 schedule and students can complete the NAF course sequence in two years, the academy expects to increase enrollment for SY19-20.
- Coursework: Hospitality and tourism are two of the world's largest industries and one of the fastest-growing in the District of Columbia. Students complete a sequence of courses including Principles of Hospitality Management, Customer Service, Sports Entertainment and Event Planning, Introduction to Hospitality Marketing, and Hospitality and Tourism Management. Throughout the program, students learn about the hospitality industry and participate in many work-based and experiential learning opportunities, including field trips to restaurants, postsecondary institutions, and wholesale food companies.

- Milestones/Achievements: In SY17-18, 49 students participated in the Career Ready Internship program. As of early January 2019, nearly all (96%) of academy seniors plan to attend college post-graduation; 70% of all college-bound seniors have submitted at least one application.

#### Coolidge Academy of Health Sciences

- SY18-19 Enrollment: 57 students
- SY17-18 Enrollment: 32 students
- Coursework: The Academy of Health Sciences develops a pipeline of students prepared to pursue health-related degrees and professions in one of the fastest growing sectors of the economy, such as biotechnology, genetics, nursing, therapeutics, and diagnostics. The Academy of Health Sciences uses Project Lead the Way (PLTW) curriculum in biomedical sciences. Courses include Exploring Health Careers, Principles of Biomedical Science, Medical Interventions, and a capstone course. The program introduces students to a wide range of careers in the health services industry and offers many opportunities for career exposure. The PLTW curriculum is aligned with national standards in math and English, Next Generation Science standards, and National Health Standards.
- Milestones/Achievements: This is the second year of implementation for the academy, and students have already attended a wide range of work-based learning opportunities, including visiting the National Museum of Health and Medicine, University of Maryland Eastern Shore – Salisbury, and Sibley Hospital.

#### Dunbar Academy of Engineering

- SY18-19 Enrollment: 131 students
- SY17-18 Enrollment: 124 students
- Coursework: The Academy of Engineering answers an acute need for engineers in this country by educating high school students in the principles of engineering, and providing content in the fields of electronics, biotech, aerospace, civil engineering, and architecture. The Academy of Engineering uses Project Lead the Way (PLTW) curriculum to provide opportunities to develop transferable skills in critical thinking, collaboration, and problem solving, in addition to introducing students to important engineering concepts. Students learn to apply science, technology, engineering, and math through project-based, hands-on courses. PLTW curriculum is aligned with national standards in math and English, Next Generation Science standards, and CTSA K-12 Compute Science standards.
- Milestones/Achievements: In SY17-18, 44 students participated in Career Ready Internships. As of early January 2019, 79% of academy seniors plan to attend college post-graduation. All college-bound seniors have submitted at least one application.

#### McKinley Academy of Engineering

- SY18-19 Enrollment: 104 students
- SY17-18 Enrollment: 111 students
- Coursework: The Academy of Engineering answers an acute need for engineers in this country by educating high school students in the principles of engineering, and providing content in the fields of electronics, biotech, aerospace, civil engineering, and architecture. The Academy of Engineering uses Project Lead the Way (PLTW) curriculum to provide opportunities to develop transferable skills in critical thinking, collaboration, and problem solving, in addition to introducing students to important engineering

concepts. Students learn to apply science, technology, engineering, and math through project-based, hands-on courses. PLTW curriculum is aligned with national standards in math and English, Next Generation Science standards, and CTSA K-12 Compute Science standards.

- Milestones/Achievements: In SY17-18, 45 students participated in Career Ready Internships. As of Fall 2018, nearly all academy seniors (94%) are planning to attend college post-graduation, and 97% have submitted at least one application.

#### McKinley Academy of IT

- SY18-19 Enrollment: 184 students
- SY17-18 Enrollment: 193 students
- Academy enrollment has dropped slightly from last school year, and this is likely reflective of the recent slight decline in overall enrollment.
- Coursework: The Academy of Information Technology prepares students for career opportunities in programming, database administration, web design and administration, digital networks, and other areas in the expanding digital workplace. The McKinley Academy of IT has three concentrations from which to choose:
  - Computer Science: Project Lead the Way (PLTW) Computer Science programs engage students in computational thinking and excite them about the possibilities in engaging careers that use computing. Through topics such as 3-D modeling, animation, mobile device applications, and coding, students will be prepared to develop solutions in a multitude of platforms and programming languages. With a focus on cybersecurity, students are prepared to develop solutions and raise awareness for ethical computer behavior, while protecting privacy.
  - Digital Media: Students in the Digital Media program gain an understanding of digital and multimedia programming concepts. Students have the opportunity to learn about game programming concepts, as well as web page design and creation. The program includes classes on software such as Adobe Photoshop and Illustrator, as well as industry-recognized certification exams to become an Adobe Certified Associate.
  - Networking/IT: The Networking program teaches students the fundamentals of computer hardware and software, as well as how to install, configure, and troubleshoot network devices. Upon completion of the program, students can configure an internet server and troubleshoot internet connectivity, preparing them to enter careers in the IT industry. Networking uses a CISCO-based curriculum.
- Milestones/Achievements: 102 academy students participated in Career Ready Internships last year. As of early January 2019, 74% of academy seniors plan to attend college post-graduation, with 95% submitting at least one college application to date.

#### Phelps Academy of Engineering

- SY18-19 Enrollment: 86 students
- SY17-18 Enrollment: 79 students
- Coursework: The Academy of Engineering answers an acute need for engineers in this country by educating high school students in the principles of engineering, and providing content in the fields of electronics, biotech, aerospace, civil engineering, and architecture. The Academy of Engineering uses Project Lead the Way (PLTW) curriculum to provide opportunities to develop transferable skills in critical thinking, collaboration, and problem solving, in addition to introducing students to important engineering concepts. Students learn to apply science, technology, engineering, and math through

project-based, hands-on courses. PLTW curriculum is aligned with national standards in math and English, Next Generation Science standards, and CTSA K-12 Compute Science standards.

- Milestones/Achievements: The academy had 22 students participate in Career Ready Internships last year. Of 2019 seniors, 77% are planning to attend college, with 60% submitting at least one application to date.

#### Wilson Academy of Hospitality

- SY18-19 Enrollment: 132 students
- SY17-18 Enrollment: 165 students
- Wilson High School has six CTE programs, one of which is part of the NAF Academy.
- Coursework: Hospitality and tourism are two of the world's largest industries and one of the fastest-growing in the District of Columbia. Students complete a sequence of courses including Principles of Hospitality Management, Customer Service, Sports Entertainment and Event Planning, Introduction to Hospitality Marketing, and Hospitality and Tourism Management. Throughout the program, students learn about the hospitality industry and participate in many work-based and experiential learning opportunities, including field trips to restaurants, postsecondary institutions, and wholesale food companies.
- Milestones/Achievements: In SY17-18, 60 students participated in the Career Ready Internship program. As of early January 2019, almost all (89%) of academy seniors identify as college-bound, and 54% of college-bound seniors have submitted at least one application.

#### Woodson Academy of Engineering

- SY18-19 Enrollment: 73 students
- SY17-18 Enrollment: 64 students
- Coursework: The Academy of Engineering answers an acute need for engineers in this country by educating high school students in the principles of engineering, and providing content in the fields of electronics, biotech, aerospace, civil engineering, and architecture. The Academy of Engineering uses Project Lead the Way (PLTW) curriculum to provide opportunities to develop transferable skills in critical thinking, collaboration, and problem solving, in addition to introducing students to important engineering concepts. Students learn to apply science, technology, engineering, and math through project-based, hands-on courses. PLTW curriculum is aligned with national standards in math and English, Next Generation Science standards, and CTSA K-12 Compute Science standards.
- Milestones/Achievements: Last year, 26 academy students participated in Career Ready Internships. As of early January 2019, 79% of academy seniors plan to attend college post-graduation. All college-bound seniors have submitted at least one application.

#### Woodson Academy of IT

- SY18-19 Enrollment: 79 students
- SY17-18 Enrollment: 79 students
- Coursework: The Academy of Information Technology prepares students for career opportunities in programming, database administration, web design and administration, digital networks, and other areas in the expanding digital workplace. The Woodson Academy of IT currently offers two concentrations from which students can choose:

- Computer Science: Project Lead the Way (PLTW) Computer Science programs engage students in computational thinking and excite them about the possibilities in engaging careers that use computing. Through topics such as 3-D modeling, animation, mobile device applications, and coding, students will be prepared to develop solutions in a multitude of platforms and programming languages. With a focus on cybersecurity, students are prepared to develop solutions and raise awareness for ethical computer behavior, while protecting privacy.
- Digital Media: Students in the Digital Media program gain an understanding of digital and multimedia programming concepts. Students can learn about game programming concepts, as well as web page design and creation. The program includes classes on software such as Adobe Photoshop and Illustrator, as well as industry-recognized certification exams to become an Adobe Certified Associate.
- Milestones/Achievements: In SY17-18, 41 Academy students participated in Career Ready Internships. Similar participation is projected for this year. As of early January 2019, 78% of academy seniors plan to attend college post-graduation, and 100% of college-bound seniors have submitted at least one application.

**Q49: In SY13-14, DCPS established targeted Ninth Grade Academy programs at eight comprehensive high schools across the District to help first-year ninth grade students successfully complete the first year of high school. Please provide an update on the implementation and the outcomes observed in SY17-18. In your response, please include a description of the Ninth Grade Academies impact on truancy and attendance, promotion, and school climate. Please use real data in your answer.**

The Ninth Grade Academy program was designed to support students' successful transition to high school, provide students with clear expectations and consistent adult practices, and offer frequent academic feedback and a network of social, emotional, and academic interventions. It was established in School Year 2013-2014 in response to a 54 percent ninth grade promotion rate in comprehensive high schools in School Year 2012-2013, 17 percent below the promotion rate for all ninth graders. It started in eight schools, serving 989 students. Five years later in School Year 2017-2018, Ninth Grade Academies were offered in nine schools, serving 857 students: Anacostia, Ballou, Cardozo, Coolidge, Dunbar, Eastern, Ron Brown, Roosevelt, and Woodson.

Academy teacher gradebooks are updated and monitored closely at set intervals each term, triggering course-level interventions for students who are off track to promote. Students and teachers create individualized Student Success Plans, identifying specific assignments or tasks to complete by the next update, and adult supports to ensure success. Academies offer after-school tutoring and Saturday School to students on success plans.

The following data summarizes outcomes in DCPS Ninth Grade Academies (NGA) in School Year 2017-2018:

- Ninth Grade Academies promoted 79 percent of academy students with at least six credits, including English I, down six percent from School Year 2016-2017 and up 25 percent from pre-academy promotion rates.
- Suspension rates rose to 12 percent of academy students suspended once, a two percent increase from School Year 2016-2-17. Nine percent of academy students were suspended more than once, a four percent change from School Year 2016-2017.

- In-Seat Attendance for academy students remained flat from School Year 2016-2017, at 79 percent.
  - Anacostia, Ballou, Cardozo, Dunbar, and Ron Brown increased ISA.
  - Coolidge, Eastern, Roosevelt, and Wilson decreased ISA.
- Overall, 78 percent of academy students were truant, up four percent from 74 percent in SY 16-17.
  - Ballou and Ron Brown decreased truancy rates, down five percent and 23 percent, respectively.
- Technical implementation of academy components remained steady in School Year 2017-2018, as measured by implementation indicators updated at least monthly and used for ongoing goal setting and improvement.

Data charts showing the results of SY16-17 and SY17-18 in more detail are below.

Promotion Rates for Eligible Students at Ninth Grade Academy Schools*									
School	SY12-13	SY13-14	SY14-15	SY15-16	SY16-17	SY17-18 (In. ALG I)	Change (In. ALG I)	SY17-18 (Ex. ALG I)***	Change (Ex. ALG I)
Anacostia	50%	63%	71%	77%	78%	61%	-17	70%	-8
Ballou	57%	65%	66%	79%	81%	68%	-13	73%	-8
Cardozo	43%	59%	78%	86%	94%	93%	-1	93%	-1
Coolidge	56%	72%	70%	85%	72%	68%	-4	80%	8
Dunbar	76%	75%	84%	80%	92%	86%	-6	88%	-4
Eastern	58%	57%	81%	81%	90%	74%	-16	75%	-15
Ron Brown					90%	75%	-15	80%	-10
Roosevelt	42%	80%	75%	92%	80%	84%	4	84%	4
Woodson	57%	68%	74%	79%	87%	69%	-18	69%	-18
<b>9th Grade Academy Students Only</b>	<b>54%</b>	<b>66%</b>	<b>75%</b>	<b>81%</b>	<b>85%</b>	<b>76%</b>	<b>-9</b>	<b>79%</b>	<b>-6</b>
<b>All 9th Grade Academy School**</b>	<b>54%</b>	<b>59%</b>	<b>72%</b>	<b>74%</b>	<b>80%</b>	<b>73%</b>	<b>-7</b>	<b>77%</b>	<b>-3</b>
<b>All 9th Grade Academy Students - Male</b>	<b>48%</b>	<b>55%</b>	<b>68%</b>	<b>69%</b>	<b>83%</b>	<b>68%</b>	<b>-15</b>	<b>78%</b>	<b>-5</b>
<b>All 9th Grade Academy Students - Female</b>	<b>63%</b>	<b>65%</b>	<b>77%</b>	<b>80%</b>	<b>87%</b>	<b>72%</b>	<b>-15</b>	<b>82%</b>	<b>-5</b>

\*Data is for all first-time ninth grade students enrolled in Algebra I and English I at the Academy high schools (excludes certain ELL students). Students promote to 10th grade by passing English I and earning at least six credits.

\*\*Academy schools' data includes all first-year ninth graders in that school, both inside and out of academies.

\*\*\*As of SY17-18, Algebra I is no longer a prerequisite to promote to the 10<sup>th</sup> grade, therefore data is changed from originally reported; this is addressed by providing data both including and excluding Algebra I.

**Promotion:** Ninth Grade Academies promoted 79% of academy students with at least six credits in School Year 2017-2018, down 6% from School Year 2016-2017.

- Note that School Year 2017-2018 included variables not experienced in previous school years, including the clarification around new policies.



Average ISA for Ninth Grade Academy Students*							
School	SY12-13	SY13-14	SY14-15	SY15-16	SY16-17	SY17-18	Change
Anacostia	55%	58%	63%	69%	69%	71%	+2
Ballou	52%	63%	64%	75%	76%	79%	+3
Cardozo	56%	72%	78%	76%	73%	81%	+8
Coolidge	64%	81%	83%	86%	90%	85%	-5
Dunbar	58%	66%	66%	80%	78%	80%	+2
Eastern	76%	76%	75%	81%	82%	79%	-3
Ron Brown					81%	86%	+5
Roosevelt	59%	72%	75%	83%	82%	77%	-5
Woodson	54%	65%	69%	81%	75%	69%	-6
<b>9th Grade Academy Students Only</b>		75%	79%	79%	79%	79%	-

% Truant for Ninth Grade Academy Students*							
School	SY12-13	SY13-14	SY14-15	SY15-16	SY16-17	SY17-18	Change
Anacostia	72%	75%	74%	84%	79%	80%	+1
Ballou	86%	83%	81%	73%	88%	83%	-5
Cardozo	76%	57%	53%	86%	78%	84%	+6
Coolidge	73%	34%	41%	28%	27%	44%	+17
Dunbar	78%	75%	85%	60%	74%	88%	+14
Eastern	58%	59%	63%	71%	62%	68%	+6
Ron Brown					87%	64%	-23
Roosevelt	63%	28%	28%	67%	73%	85%	+11
Woodson	83%	73%	72%	56%	84%	90%	+6
<b>9th Grade Academy Students Only</b>		72%	72%	67%	74%	78%	+4

\*Truant = 10+ unexcused absences

**Attendance:** Academy Students' In-Seat Attendance (ISA) rates fluctuate both up and down by school, while overall holding steady at 79 percent. Truancy rates increased by four percent to 78 percent.

- Academy attendance strategies include making academy classes warm, welcoming, and consistent, with engaging, challenging curriculum and socialized work.
- Future academy implementation efforts should increase urgency around requiring sound instructional practices grounded in healthy, productive relationships between adults and students.

End of Year Suspension Rates												
School	SY13-14 % 1 Susp.	SY13-14 % 2+ Susp.	SY14-15 % 1 Susp.	SY14-15 % 2+ Susp.	SY15-16 % 1 Susp.	SY15-16 % 2+ Susp.	SY16-17 % 1 Susp.	SY16-17 % 2+ Susp.	SY17-18 % 1 Susp.	SY17-18 % 2+ Susp.	Δ % 1 Susp.	Δ % 2+ Susp.
Anacostia	20%	27%	19%	16%	18%	16%	8%	18%	33%	4%	25%	-14%
Ballou	19%	40%	21%	21%	18%	10%	15%	9%	13%	22%	-2%	13%
Cardozo	17%	31%	21%	16%	9%	3%	8%	0%	4%	11%	-4%	11%
Coolidge	10%	7%	11%	11%	12%	2%	9%	1%	18%	2%	9%	1%
Dunbar	12%	3%	8%	0%	13%	6%	11%	4%	12%	7%	1%	3%
Eastern	21%	19%	16%	10%	11%	4%	12%	3%	12%	4%	0%	1%
Ron Brown							3%	1%	2%	1%	-1%	0%
Roosevelt	22%	11%	11%	7%	9%	8%	15%	2%	14%	3%	-1%	1%
Woodson	19%	17%	18%	12%	14%	4%	4%	2%	15%	14%	11%	12%
<b>9th Grade Academy Students Only</b>	18%	21%	16%	10%	13%	7%	10%	5%	12%	9%	2%	4%

\*Data above is for all first-time ninth grade students at the Academy high schools.

\*\*Susp. = Suspensions

**Q50: Besides Ninth Grade Academies, please provide a detailed description of all efforts, programs, or initiatives, planned or undertaken, in SY17-18 and to date in SY18-19 to increase the graduation rate. For any listed programs, please identify how many youth are served, what specific services are provided, any plans for expansion, and the capacity of any program to serve students with disabilities and English Language Learners.**

A diploma is a passport to what's next in life. At DCPS, it is our responsibility to graduate students with the skills to succeed in college, career, and beyond, and only when they have demonstrated mastery of the course material. We must keep expectations high for all students, support students in meeting those expectations, and have the courage to assess what needs to be done better. To do that, we are in the process of strengthening our high schools, with a profile of a DCPS graduate in mind. Our aim is to make sure that every student, parent, and community member knows what being a DCPS graduate means and has confidence that our graduates are prepared for college, career, and life. We maintain clear focus on increasing graduation rates through identifying students who are off-track for graduation and then engaging in student-specific planning to create pathways to get them back on-track. Following the Alvarez and Marsal report, DCPS invested in a body of work called "Graduation Excellence" to ensure the value of a DCPS diploma and prepare students for success after high school. A cross-divisional task force inclusive of DCPS leadership focused on the following five critical areas:

#### Graduation Verification

DCPS enhanced systems for verifying graduates and added additional layers of accountability to the process, including both manual and automated review. This work is a key component of a new DCPS Continuous Improvement Framework designed to share and verify data with schools and support staff. Under this rigorous verification process, 2018 graduates met all requirements in compliance with published policies. This proactive monitoring work is already underway for the class of 2019.

#### Student Supports

In School Year 2017-2018 Central office teams partnered with schools, the Mayor's office, and other city agencies and organizations to host resource fairs at all comprehensive high schools. Students and families received support on graduation planning and student scheduling as well access to city resources. DCPS also published and shared a school-based resource guide from each high school to indicate what supports are available and how to access them. DCPS continues to support students in SY 18-19 through resource fairs and school-level interventions. In spring 2019 all families will receive a personalized guide to graduation, college, and career based on each students' data and aspirations.

#### Scheduling

DCPS modified the master scheduling process to include additional checks and balances, such as formal approvals by the Instructional Superintendents and the Secondary Academic Scheduling and Support Team. DCPS also created a protocol and set expectations to ensure all high school students have access to participate in individual scheduling meetings. In School Year 2018-2019 the master scheduling process was expanded further to include approvals from the Office of Teaching and Learning. In addition, administrators (rather than school counselors) must now lead the master scheduling process and are being trained and supported to do so with fidelity.

#### Summer School

In summer 2018 DCPS offered high-quality original credit and credit recovery courses for high school students, resulting in an additional 186 students from the 4-year cohort graduating in August. Summer school planning for 2019 is already underway and sites have been identified for all high school programs.

#### Policies

DCPS released updated policies and implementation guidance for attendance, secondary grading, promotion, credit recovery, and graduation based on intensive stakeholder feedback. In Summer 2018, members of the Graduation Excellence Team held in-person policy training sessions at each high school and held policy training webinars for all middle schools, elementary schools, and education campuses. DCPS also released a Family Guide that helps families navigate the updated policies. In SY18-19, schools have been provided with additional training on policy implementation as requested and data on policy compliance is reviewed regularly through the Continuous Improvement Framework.

#### Additional Ongoing Work

- The Pathways Program was created in School Year 2016-2017 to support students in DCPS who are off-track to graduate high school. As of December 11, 2018, 3,695 students in our high schools were identified as off-track for graduation. Students are flagged as off-track if they have a cumulative non-passing grade in a course required for graduation, and/or they are missing credits in their transcript that they must earn or recover to graduate.
  - DCPS provides Pathways at the following schools: Anacostia, Ballou, Ballou STAY, Cardozo, Columbia Heights Education Campus, Coolidge, Dunbar, Eastern, Luke C. Moore, Ron Brown (added School Year 2018-2019), Roosevelt, Roosevelt STAY, Washington Metropolitan, Wilson, and Woodson.
  - Each Pathways Program is staffed with a full-time Pathways coordinator who views student academic data (through the ACGR tracker) and selects 30-50 off-track students who are failing courses to support intensively for the year. A key element

- of this support is working with each student to create and maintain an intervention plan that addresses root causes of the academic failure and establishes SMART goals for each of the courses the student is struggling in. The Pathways coordinator serves as the mentor and advocate for these students and helps ensure they receive the help they need to get back on-track.
- Pathways served 571 students during School Year 2017-2018 and 90% (515) of these students had an active intervention plan. Pathways coordinators also work with other students who are off-track to provide services and supports and refer them to relevant resources in the school and community.
  - The Adjusted Cohort Graduation Rate (ACGR) Tracker is a graduation monitoring data tool that is updated and available to schools at the end of each term. The tracker provides up-to-date student-level information on current course failures and missing, unearned, and unscheduled credits needed for graduation. DCPS has been using the ACGR Tracker since 2015 and it was updated this year to calculate cumulative grades for courses in progress, a more precise calculation of credits that need to be earned or recovered in order to graduate. This tracker provides a clear and consistent tool for schools to monitor students beginning in their 9th grade year and identifies student who are off-track for intervention. Because this data is critical, we have staffed the Secondary team with a Secondary Data Specialist and a Graduation Specialist to assist high school staff in interpreting ACGR data, compiling student-level data, identifying trends, and creating action plans.
  - In FY2018 we added three new positions to the Secondary Team to help reengage disconnected students, increase graduation rates, and use data effectively to support students.
    - Graduation Specialist: This specialist supports all high schools to better implement and track student interventions, as well as to plan broader school-level approaches to supporting all students toward on-time graduation.
    - Reengagement Specialist (2): These specialists provide cluster-based support to the high schools to help reengage students who have disconnected from school. They also support school-based staff with withdrawal processes and collecting proper withdrawal documentation for removing exited students from their ACGR cohort. In FY18, DCPS removed 632 students from our 2018 ACGR cohort by submitting proper withdrawal documentation to OSSE; this represented 87% of transfer students. DCPS' goal for cohort clarification in FY2018 is 90%<sup>3</sup>.
  - The Credit Recovery program identifies students who have failed courses previously that will hinder them from graduating with their entering 9th grade cohort and provides them with the appropriate course offerings to get them "on-track" or eligible for graduation, either through courses before or after school or on the weekends, or summer school. In School Year 2017-2018, this programming was offered at Anacostia, Ballou, Ballou STAY, Cardozo, Coolidge, CHEC, Dunbar, Eastern, Inspiring Youth Program, Luke C Moore, Phelps, Ron Brown, Roosevelt, Roosevelt STAY, Washington Met, Youth Services Center, Wilson, and Woodson and Youth Services Center.

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<sup>3</sup> Students who are pursuing General Education Diplomas or participating in the National External Diploma Program are not able to be removed from the cohort.

**Q51: Provide the following attendance data for the entire agency by grade level, by school or program that utilizes DCPS as an LEA, and by whether or not the students have an IEP, for school year 2017-2018 and the 2018-2019 school year to date. Include any non-public school attended by students with a disability:**

- a. **The number and percent of students with 1-5 unexcused absences;**
- b. **The number and percent of students with 6-10 unexcused absences;**
- c. **The number and percent of students with 11-20 unexcused absences;**
- d. **The number and percent of students with 21+ or more unexcused absences;**
- e. **Of the truant cases for students who have missed 10+ days please state how many have been referred to CFSA and please provide a narrative describing the root causes of the unexcused absences; and**
- f. **For cases involving students 14 years and older, how many per school have been referred to CFSA?**

Please see *Q51 Attachment\_SY17\_18 and SY18\_19YTD Attendance Data* for data responsive to Q52 items a-d. School Year 2018-2019 information can be found in tabs 1-2, 5-6, and School Year 2017-2018 data can be found in tabs 3-4, and 7-8. Note, some of the tabs contain subgroups and aggregates may not be comparable across tabs.

Note: As requested, this data reflects all unexcused absences for all DCPS students, including non-compulsory-aged students, and is based on end of year enrollment. This is *not* equivalent to reported truancy data.

- a. **Of the truant cases for students who have missed 10+ days please state how many have been referred to CFSA and please provide a narrative describing the root causes of the unexcused absences; and**

As of January 13, 2019, 1,012 students accrued ten or more all-day unexcused absences, resulting in the need for a CFSA referral. DCPS has referred 582 (57.5%) of these students.

Per DC Code, Student Support Team (SST) conferences are required to be held when a student reaches their 5th unexcused absence. Staff members are required to document the reasons for these absences (e.g., root causes). In general, students identified academic concerns, health, transportation, family issues, clothing, day care, "parentified" minors and life management issues, and "other" as the most persistent barriers to their regular school attendance.

After 10 unexcused absences, students are deemed "chronically truant", and those who are between the ages 5-13 and have accrued 10 all-day unexcused absences, are required to be referred to the District's Child and Family Services Agency (CFSA). The information gathered at the five-day conference, if completed prior to the CFSA referral, is included as part of the referral.

- b. **For cases involving students 14 years and older, how many per school have been referred to CFSA?**

Students who are 14 years and over are not required to be referred to CFSA, so this information is not tracked.

- Q52: Provide an update on the work of the school-based student support teams. For SY17-18 and SY18-19 to date, please provide the following information, broken down by school:**
- a. The number and percent of referrals to an SST made for unexcused absences, including the percent of such referrals made within 2 school days after the accumulation of 5 or more unexcused absences;**
  - b. The number and percent of SST meetings for unexcused absences, including the percent of such meetings held within 5 days of the referral;**
  - c. The number and percent of SST meetings for unexcused absences held where the student and/or student's parent was present;**
  - d. The number and percent of SST meetings in which the root causes of the unexcused absences were recorded;**
  - e. A tally of the root causes of unexcused absences identified by the SSTs;**
  - f. The number and percent of SST meetings in which an action plan was put in place including:**
    - a. The type and number of times by type of school and community based service identified in the action plan; and**
    - b. The number of action plans in which an attendance contract was the sole intervention put in place.**

Schools receive a weekly computer-generated report identifying the students who require an SST. This report informs staff of which families require a 5-day SST notification letter, which is produced from Aspen, DCPS's Student Information System. Staff then send the notifications via U.S. mail. To ensure follow-up, staff also call parents to schedule the required SST meetings. Additionally, an automated 5-day SST notification is also provided to parents via DCPS's Blackboard web-based system. The email is sent in real time to allow parents to provide excuse note or reach out to staff, as needed. Currently, the way in which DCPS SST data is captured in our data system does not allow for an examination of timelines on an aggregate level. However, DCPS is evaluating data system improvements that could facilitate such reviews and is concurrently developing randomized sampling approaches to examine practice challenges through its Continuous Improvement Framework (see response to question 54 for additional details).

During the SST process, staff meet with students and/or parents to gather information regarding family dynamics; explore reasons for absences; and formulate an action plan to resolve concerns. Much of this information is collected and recorded on paper or via an electronic SST form. Data related to the barriers identified by the parents/students and general demographics is entered into Aspen. By the close of School Year 2017-2018, 21,793 students accrued 5 or more unexcused absences resulting in attendance SST referrals. DCPS held SST meetings for 15,368 of these students (71%).

As of January 13, 2019, 11,231 students accrued five or more unexcused absences, resulting in attendance SST referrals. DCPS held SST meetings for 6,883 (61%) of these students. DCPS is providing on-the-ground supports for schools in implementing our attendance protocol and helping student support teams meet regularly to highlight and respond to student needs. With the focus of the newly created Continuous Improvement Framework, we are expecting compliance to meet or exceed last school year's rate.

Below is a tally of the root causes of unexcused absences identified by the SSTs:

Barriers/Reason	Number of Instances	Percentage
Other reasons*	2973	39%
Student Health	1722	22%
Academics	1517	20%
Transportation	518	7%
Travel	469	6%
Homeless	233	3%
Parent Health/Mental	217	3%
Student Mental Health	130	2%
Crisis	106	1%
Childcare	72	1%
Safety/Bullying	53	1%
Runaway	27	< 1%
Incarceration	22	< 1%
Domestic Violence	19	< 1%
Parent Substance Abuse	N<10	< 1%

\*A review of other reasons included more detailed information related to health, homelessness, parentified teen matters, transportation, etc.

**Q53: Describe in detail DCPS' programs or interventions to address students' truancy and increase attendance that were undertaken in SY17-18 and SY 18-19 to date. Please include:**

- a. **The number of students each truancy program serves;**
- b. **An account of any progress made in each program/initiative; and**
- c. **Plans to expand truancy prevention programs.**

DCPS recognized a need to shift mindsets for families and staff and increase buy-in around our district-wide strategy. Using SY17-18 as a baseline, DCPS developed a new vision for attendance: that every student is welcomed and encouraged to attend school by every adult, every day. This

vision is supported by three critical pillars that guide DCPS' implementation of attendance initiatives:

- *Ensuring systems integrity and actionable data:* We believe that our compliance system and support structures must operate seamlessly. We believe that for data to be actionable, it must be accurate, accessible, and reviewed regularly.
- *Providing clear information on policies, practices, and procedures:* We believe families and students must be empowered with information to understand the impact of everyday learning on a student's life. We also are committed to clarifying policies and training all school staff on attendance requirements and best practices.
- *Strengthening partnerships:* We believe that proactively engaging and supporting all our stakeholders will allow us to effectively impact barriers to attendance.

DCPS continues its push for 100% attendance entry at every one of our schools. As of Tuesday, 1/6/2019, DCPS had a 98% district attendance entry rate, which is up by 2% over last year to date.

DCPS is focusing on the following key deliverables for the 2018-19 school year:

- **Implementation of Comprehensive School Plans:** All schools are executing the attendance strategies outlined in the Comprehensive School Plans developed over the summer. As part of this process, schools are required to continue truancy compliance work and execute the specific strategies they have identified to address chronic absenteeism.
- **Implementation of a Continuous Improvement Framework:** DCPS launched a continuous improvement framework anchored in the consistent review of data with schools. The focus areas of this framework are attendance, graduation, and behavior. Through the framework, we look at compliance, but we also look at quality. For example, we are looking at data to inform how to improve the quality of our Student Support Team process and ways to enhance family engagement. The framework ensures accountability at all levels. Instructional Superintendents are expected to provide support for school improvement and central office teams are expected to make adjustments in practice based on what we see in the data. We are also providing school leaders with a monthly data newsletter to reduce email volume and provide pertinent attendance, behavior, and graduation data all consolidated into one location.
- **Partnership Between DCPS and Harvard.** DCPS is partnering with the Proving Ground team from the Center for Education Policy Research at Harvard University to pilot a communication initiative to address chronic absenteeism within the district. Over the next two years, DCPS will launch several interventions designed to improve student attendance. Currently, a randomized selected group of students and families are receiving periodic messaging, in the form of a letter. DCPS is in the planning stage for the design and roll-out of other interventions. Each intervention will be introduced on a limited basis until we are assured they work for our students and their families. Once we see measurable impact, we will roll them out more broadly.
- **In partnership with the Executive Office of the Mayor, DCPS continues to focus on a unified communications strategy that leverages the following key messages to reach our community:**
  - o **Attending School Every Day Is Important to Student Success:** Messages and shares positive highlights and key attendance data points.

- o There Are Attendance Supports Available, and We Care: Provides an outline of the different supports offered at the school, district, and city levels to aid families in getting their students to school.
- o Everyone Plays a Role in Student Attendance: Highlights the community’s role in helping to ensure student attendance.
- o Our Schools Are Doing Great Things Around Attendance: Profiles schools with innovative and successful attendance initiatives and strategies.
- o Our Students Are Working Hard to Attend School Every Day, and Their Hard Work is Paying Off: Celebrates students and their attendance goals and achievements.

One critical facet of the work to improve attendance and reduce truancy is the implementation of program partnerships, which are outlined below:

The Parent and Adolescent Support Services (PASS) Program, housed within the DC Department of Human Services, works on behalf of some of the city’s most disadvantaged and at-risk residents, with the goal of enhancing participating families’ ability to work effectively on their own when problems arise. PASS works with youth ages 10-17 who are committing status offenses (skipping school, running away from home, violating curfew, and/or being disobedient), and it operates as a voluntary prevention/intervention program. PASS provides intensive case management and Functional Family Therapy (FFT) services to over 300 youth and their families per year. PASS works with youth/families an average of six months. PASS employs several evidence-based approaches to supporting families, including strength-based intensive case management; functional family therapy (in partnership with the Department of Behavioral Health (DBH); and the Transition to Independence Process (TIP) (in partnership with Department of Behavioral Health), a case management system for older youth with emotional and behavioral challenges.

In FY18, PASS served 311 youth who received services such as intensive case management, functional family therapy, individual therapy, tutoring, mentoring, and connection to other community-based support systems

The Office of Victim Services and Justice Grants (OVSJG) provides funding to community-based organizations (CBOs) to implement truancy reduction programming within DCPS schools through the Show Up, Stand Out (SUSO) program and a high school truancy reduction pilot which began in FY18. SUSO’s mission is to reduce unexcused absences by mitigating barriers to school attendance of children and their families with five or more unexcused absences prior to escalation to Child and Families Services Agency (CFSA) or Child Support Services Division (CSSD). This initiative is designed to reduce chronic absenteeism by supporting schools with a focus on providing services to identified families while fostering student achievement. SUSO has programs at 58 DC Public Schools. In FY18, 3,072 students were referred and 424 were served by SUSO; in FY19, 1415 students were referred and 190 were served as of December 31, 2018. DCPS, as part of the Truancy Task Force, has leveraged the SUSO program funded by OVSJG, which focuses on intervention in elementary, middle, and high school. In FY19, 123 students were referred to OVSJG and 72 students were engaged as of December 30, 2018 through the following partnerships:

School	Partner
Anacostia High School	Access Youth Inc.
Ballou High School	Access Youth Inc.



Eastern High School	Access Youth Inc.
Phelps Ace High School	Hillcrest Children and Family Center
Roosevelt High School	Latin America Youth Center

At this time, none of our partners have indicated any plans to expand their programming.

**Q54: Please provide information on the subsequent reenrollment and truancy patterns of students referred for an SST, or to CFSA or CSSD for SY17-18:**

- a. Of the DCPS students referred for a SST meeting in SY16-17, how many reenrolled in DCPS for SY17-18?
- b. Of the DCPS students who were referred for a SST meeting in SY16-17 and reenrolled in DCPS the following school year, how many were truant again during SY17-18?

	# of DCPS Students	% of DCPS Students
Graduated in SY16-17	1148	8%
Did not re-enroll in SY17-18 (excluding graduates)	1,849	12%
Re-enrolled in SY17-18	11,876	80%
- Re-enrolled and truant	6,517	55%

- c. Of the DCPS students referred to CFSA during SY16-17, how many reenrolled in DCPS for SY17-18?
- d. Of the DCPS students who were referred to CFSA during SY16-17 and reenrolled, how many were truant again during SY17-18?

	# of DCPS Students	% of DCPS Students
Graduated in SY16-17	0	0%
Did not re-enroll in SY17-18 (excluding graduates)	277	18%
Re-enrolled in SY17-18	1,296	82%
- Re-enrolled and truant	857	66%

- e. Of the DCPS students referred to CSSD during SY16-17, how many reenrolled in DCPS for SY17-18?
- f. Of the DCPS students who were referred to CSSD during SY16-17 and reenrolled in DCPS the following school year, how many were truant again during SY17-18?

	# of DCPS Students	% of DCPS Students
Graduated in SY16-17	32	4%
Did not re-enroll in SY17-18 (excluding graduates)	160	19%
Re-enrolled	647	77%



	# of DCPS Students	% of DCPS Students
- Re-enrolled and truant	498	77%

**g. Overall, what percent of DCPS who were reported as truant in SY16-17 were truant again during SY17-18?**

	# of DCPS Students	% of DCPS Students
Graduated in SY16-17	1213	10%
Did not re-enroll in SY17-18 (excluding graduates)	1820	16%
Re-enrolled in SY17-18	8581	74%
- Re-enrolled and truant	5922	69%

**h. Which grades had the highest truancy repeaters for SY17-18?**

Re-enrolled and truant in 17-18	
Grade (17-18 grade)	Percentage of Students
9 <sup>th</sup>	84%
11 <sup>th</sup>	83%
10 <sup>th</sup>	78%

**Q55: Regarding disciplinary hearings, please provide data quantifying the following for SY17-18:**

- a. The number of disciplinary hearings requested regarding suspensions and expulsions;
- b. The number of disciplinary hearings that occurred;
- c. The average number of school days that passed from the underlying disciplinary incident to the hearing;
- d. The average number of school days from the hearing to the hearing officer's recommendation;
- e. The number and percent of cases in which manifestation determination meetings were held by the multidisciplinary team at the child's school before a disciplinary hearing was convened;
- f. The number and percent of cases in which the hearing officer dismissed the request to suspend or expel a student;
- g. The number and percent of cases in which the hearing officer modified the tier of the request to suspend or expel a student; and,
- h. The number of and percent cases in which the Chancellor or her designee changed the length of discipline from that imposed in the hearing officer's decision, including the average number of days different from the hearing officer's decision, and the direction of the change (longer or shorter).

**a. The number of disciplinary hearings requested regarding suspensions and expulsions;**

DCPS schools entered 242 incidents into SBT with proposed suspension lengths of greater than 10 days, which resulted in a hearing request for suspension and expulsion. As per Chapter 25, for School Year 2017-2018 any student with a proposed suspension of greater than 10 days was entitled to a hearing.

**b. The number of disciplinary hearings that occurred;**

A total of 176 unique disciplinary hearings occurred. In addition to the 176 unique cases 18 cases were granted a continuance by the Office of Administrative Hearings and another 6 were heard with a continuance being granted after the hearing. When continuances are granted the case is reheard.

*The total number of unique disciplinary hearings (176) is the number used to generate percentages below.*

**c. The average number of school days that passed from the underlying disciplinary incident to the hearing;**

The average number of school days that passed from the underlying disciplinary incident to hearing was 9.7 calendar days. This number is inflated by that fact that it includes the 24 continuances (13.6% of all scheduled hearings), as well as the fact that all hearings that were rescheduled resulting in additional days passing from incident to the final hearing being held.

**d. The average number of school days from the hearing to the hearing officer's recommendation;**

The average number of days from the hearing to the hearing officer's report recommendation was 2.0 days. This metric is currently tracked by the Office of Administrative Hearings and counts total calendar days, not school days.

**e. The number and percent of cases in which manifestation determination meetings were held by the multidisciplinary team at the child's school before a disciplinary hearing was convened;**

Any student with a disability who receives more than 10 cumulative days of suspension in a school year must have a manifestation determination meeting held prior to a suspension being approved. Additionally, for School Year 2017-2018 cases were only sent to a hearing if the proposed consequence was greater than 10 days. DCPS data systems require that manifestation meetings be completed prior to a hearing being scheduled. As a result, 100% of cases in which a student with disabilities was sent to a hearing had a manifestation determination meeting.

**f. The number and percent of cases in which the hearing officer dismissed the request to suspend or expel a student;**

There were 24 (13.6%) cases in which the hearing officer dismissed the request to suspend or expel a student. In addition, there were also 14 voluntary dismissals (8%) made prior to the hearing officer making a ruling.

**g. The number and percent of cases in which the hearing officer modified the tier of the request to suspend or expel a student; and,**

There were 25 cases (14.2%) in which the hearing officer modified the tier of the request to suspend or expel a student.

- h. The number of and percent cases in which the Chancellor or her designee changed the length of discipline from that imposed in the hearing officer’s decision, including the average number of days different from the hearing officer’s decision, and the direction of the change (longer or shorter).

DCPS did not track this information for FY18. Moving forward, we will have this data available.

**Q56: For SY17-18 and SY18-19 to date, please provide a narrative on the work DCPS has done to support restorative justice programs and list the schools that have implemented restorative justice programs along with what extent have they been implemented.**

During the School Year 2018-2019, DCPS partnered with the International Institute of Restorative Practices (IIRP) to provide training to 40 school-based behavior personnel. The participants included behavior technicians, academic deans, in-school suspension coordinators, school counselors and psychologists. The purpose of the trainings was to provide participants strategies on how to use the restorative circle process to build community and respond to behavior. In addition, the SEL team has partnered with Restorative DC to participate in monthly Community of Practice roundtables to strategize on Restorative Practices implementation. This partnership allows us to collaborate with public and charter schools across the District to share best practices.

For the School Year 2018-2019, the following has taken place:

- One IIRP Restorative Practice Professional Development
- 40 Participants
- 2- day training
- The SEL Team has attended five Community of Practices roundtables with Restorative DC
- The SEL team has attended monthly Restorative Practice Workgroup meetings with DC government interagency partners to discuss strategy on how to provide restorative practices to students

Schools/Departments	Training & Support
<ul style="list-style-type: none"> <li>• Bruce Monroe ES</li> <li>• Cardozo EC</li> <li>• Columbia Heights EC</li> <li>• Ron Brown HS</li> <li>• Stanton ES</li> <li>• West EC</li> </ul>	<p>These schools have established a <b>whole school restorative justice model</b> via conducting proactive circles, responsive circles, collaborative teach circles, teacher and student circles, mindfulness circles, and mediation circles all focused on creating a Restorative mindset towards addressing all behaviors.</p>
<ul style="list-style-type: none"> <li>• Boone ES</li> <li>• Burroughs ES</li> <li>• Burrville ES</li> <li>• CW Harris ES</li> <li>• HD Cooke ES</li> <li>• Kelly Miller MS</li> <li>• Miner ES</li> <li>• Raymond EC</li> </ul>	<p>These schools are seeking varying <b>levels of restorative justice implementation</b> (exploration and planning; proactive processes; restorative discipline; or build your own) all focused on creating a Restorative mindset towards addressing all behaviors.</p> <p>These schools are receiving technical assistance support from our community partners Restorative DC and Youth &amp; Families in Crisis.</p>



Schools/Departments	Training & Support
<ul style="list-style-type: none"> <li>• Smothers ES</li> <li>• Thomas ES</li> <li>• Truesdell EC</li> <li>• Walker Jones EC</li> <li>• Washington Met HS</li> <li>• Wheatley EC</li> </ul>	
<ul style="list-style-type: none"> <li>• Aiton ES</li> <li>• Amidon Bowen ES</li> <li>• Banneker HS</li> <li>• Brightwood EC</li> <li>• Cleveland ES</li> <li>• Coolidge HS</li> <li>• Deal MS</li> <li>• Dorothy Height ES</li> <li>• Dunbar HS</li> <li>• Eliot Hine MS</li> <li>• Excel EC</li> <li>• Garrison ES</li> <li>• Hardy MS</li> <li>• Hendley ES</li> <li>• Houston ES</li> <li>• IYP</li> <li>• Janney ES</li> <li>• Jefferson MS</li> <li>• JO Wilson ES</li> <li>• Johnson MS</li> <li>• Kimball ES</li> <li>• Langley ES</li> <li>• LaSalle EC</li> <li>• Luke C. Moore HS</li> <li>• MacFarland MS</li> <li>• Malcolm X ES</li> <li>• Office of Family &amp; Parent Engagement Moten ES</li> <li>• Nalle ES</li> <li>• Patterson ES</li> <li>• Roosevelt HS</li> <li>• Savoy ES</li> <li>• School Without Walls @ Francis Stevens</li> <li>• School Without Walls HS</li> <li>• Takoma EC</li> <li>• Turner ES</li> <li>• Van Ness ES</li> <li>• Whittier EC</li> <li>• Wilson HS</li> </ul>	<p>These schools have several <b>staff members with the skill set to use the restorative circle process</b> to strengthen community in their building. These circles can be used during leadership team meetings, whole school staff meetings, grade level team meetings, large or small group student meetings, parent meetings, and/or a mixed group (staff/parents/students). These circles may also include mindfulness/meditation moments focused on creating a Restorative mindset towards building relationships with all school stakeholders.</p>



Schools/Departments	Training & Support
<ul style="list-style-type: none"> <li>• Woodson HS</li> </ul>	
<ul style="list-style-type: none"> <li>• Anacostia HS</li> <li>• Ballou STAY</li> <li>• Brent ES</li> <li>• Browne EC</li> <li>• Kramer MS</li> <li>• Martin Luther King Jr ES</li> <li>• Powell ES</li> <li>• Sousa MS</li> <li>• Tubman ES</li> </ul>	<p>These schools have several <b>staff members with the skill set to use the restorative circle process</b> to both strengthen community in their building and as a response to student behavior.</p>

**Q57: Please quantify for each school the number of homeless youth enrolled in DCPS for SY17-18 and SY18-19 to date. How much did DCPS spend on homeless student support services in FY17 and what type of activities/efforts did that funding cover? How much in transportation is spent by DCPS per homeless youth?**

DCPS’ Homeless Children and Youth Program (HCYP) identifies displaced students, provides student-centered supports, and removes barriers to student success each school year. The mission of the DCPS Homeless Children and Youth Program (HCYP) is to ensure free, appropriate, public educational opportunities for students experiencing homelessness. The program aims to provide students with equal access to the same educational opportunities as their permanently housed peers as pursuant to the McKinney-Vento Homeless Assistance Act, reauthorized by the Every Student Succeeds Act of 2015.

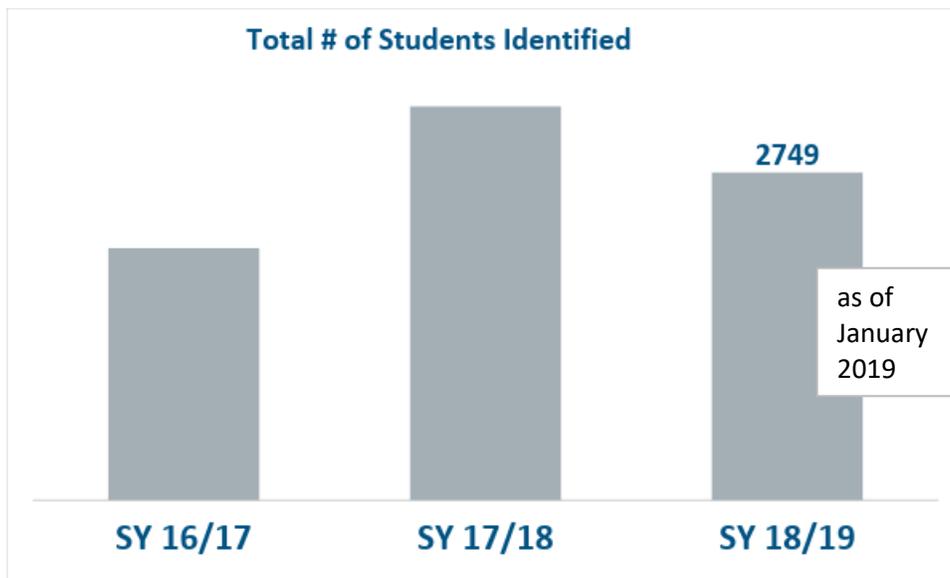
In School Year 2017-2018, there were 3,231 students identified as experiencing homelessness and attending a DCPS school. There are currently 2,688 students identified as experiencing homelessness in 2018-2019 (as of 1/14/2019).

In FY2018, the HCYP spent \$228,000 on student supports and \$300,000 on transportation assistance (approximately \$800 per school year/per family receiving transportation assistance). Program funding covered parent/guardian commuting costs for those who transported elementary aged students to-and-from school and for families residing in temporary housing outside of the District. The HCYP also utilized FY18 funding to provide staffing for the program, uniforms, emergency clothing, school supplies, toiletries and graduation fee assistance for students, community awareness and resource events for families, and professional development training for homeless liaisons, central office staff and various stakeholders.

In School Years 2017-2018 and 2018-2019, the HCYP partnered with The Department of Human Services (DHS) and The Community Partnership for the Prevention of Homelessness (TCP) to host the Mayor’s Back to School Family Event and School Supply Drive for displaced families residing at DC General Family Shelter. The program uses its funding to facilitate three professional development trainings during each school year to train staff on transient populations and their needs, as well as available DCPS and community programming and resources. The HCYP also uses its funding to partner with district agencies to host informational workshops and family activities in the community to inform parents and youth of their educational rights covered under the McKinney-Vento Homeless Assistance Act.

In School Year 2018-2019, the HCYP is working to make certain DCPS schools are prepared to meet the needs of all students affected by the closing of the city’s largest family shelter, DC General. The program will continue to provide transportation assistance to families transitioning into the Short-Term Family Housing Facilities across the city. DCPS is ensuring those students transitioning out of the shelter will have school supplies throughout the school year and access to school uniforms should their school uniform colors change because of the change in school placement. Parents will be notified and reminded of the importance of educational continuity, their right to keep their student enrolled in the student’s school of origin, and/or their right to immediately enroll their student(s) in the school identified as their new neighborhood school as a result the families’ change in housing placement.

Should parents elect to keep their student in their school of origin, DCPS will continue to support the parents’ decision through its HCYP. Parents electing to enroll their students in schools closer to their new residence will, also, receive supports through this program. In any scenario, the parent and student’s choice of school placement will be taken into consideration with the student’s well-being and academic success as the top priority. DCPS will make certain its students have access to and are provided with the best academic supports the city has to offer.



School-based and central office support services are provided through the collaboration of The Homeless Children and Youth Program, School-based Homeless Liaisons, school and central office staff, and community agencies. Types of services provided include, but are not limited, to the following:

Connection to dental, medical, counseling, and health services

Connection to emergency housing

School supplies, and toiletry assistance

Uniforms and emergency clothing

Transportation assistance and connection to food resources

Early Childhood Programs

Parent education related to rights and resources for children

Obtaining or transferring records necessary for enrollment

Domestic Violence resources

Coordination between schools and agencies

Tutoring or other instructional support

School staff professional development

The following is a breakdown of students in transition during the 2018-2019 school year:

**By Gender**

Male	Female
1364	1385

**By Race**

African-American	White	American Indian	Hispanic	Multiple	Asian	Native Hawaiian
1978	295	16	410	31	N<10	13

**By Housing Status Category**

Sheltered	Hotel/Motel	Doubled Up
790	159	1800

**By Grade**

<b>Elementary Total: 1810</b>	<b>Middle Total: 383</b>	<b>High School Total: 507</b>	<b>Certificate Total: 49</b>
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<b>PK3</b>	<b>174</b>	<b>6</b>	<b>138</b>
<b>PK4</b>	<b>223</b>	<b>7</b>	<b>132</b>
<b>K</b>	<b>296</b>	<b>8</b>	<b>113</b>
<b>1</b>	<b>272</b>	<b>9</b>	<b>211</b>
<b>2</b>	<b>237</b>	<b>10</b>	<b>118</b>
<b>3</b>	<b>200</b>	<b>11</b>	<b>96</b>
<b>4</b>	<b>210</b>	<b>12</b>	<b>82</b>
<b>5</b>	<b>198</b>	<b>Certificate</b>	<b>49</b>

**Specialized Instruction**

**Q58: How many Head Start Schoolwide Model classrooms did DCPS operate in SY17-18 and SY18-19 to date? Please identify the total number of Head Start eligible children the program served in SY17-18 and SY18-19 to date.**

**Number of Classrooms**

Classroom Type Details	SY17-18	SY18-19
Mixed Age (MXD)	59	59
Pre-Kindergarten 3 (PK3)	109	118
Pre-Kindergarten 4 (PK4)	114	117
10:6 Inclusion (TIN)	6	6
Self-Contained	31	32
<b>Total</b>	<b>319</b>	<b>332</b>

**Head Start Eligibility**

Head Start eligible children served School Year 2017-2018: 2604

Head Start eligible children served School Year 2018-2019 to date: 2684

**Q59: Provide an update on DCPS' public/private partnerships to provide special education services during SY17-18 and SY18-19 to date.**

DCPS has several public/private partnerships to support the educational and career success of students of disabilities.

**Ivymount**

During School Year 2017-2018, the Ivymount School continued to provide consultation services and professional development opportunities for DCPS. The Ivymount School worked with the DCPS Communication and Education Supports (CES) team to support the Autism Level 1 and 2 classrooms at School Without Walls at Francis-Stevens EC, as well as CES classrooms in the rest of the district. The students served in these classrooms require specific instruction in social skills, behavior management, and executive functioning. The professional development in SY18-19 is also focused on DCPS's new Board Certified Behavior Analysts (BCBAs) at DCPS schools that have high populations of students with ASD (Autism Spectrum Disorder). These school based BCBAs help facilitate more inclusive opportunities for students with ASD in the general education setting, develop functional behavior assessments (FBAs) and behavior intervention plans (BIPs) for students with ASD and support with their daily implementation, and provide social skills groups.

**Secondary Transition**

During School Year 2017-2018 and current School Year 2018-2019 to date, DCPS' Division of Specialized Instruction (DSI) has continued its partnership with both private organizations and public agencies to provide secondary transition services to transition-age high school students with disabilities. These partnerships include Hilton Hotels - Project SEARCH, CVS Workforce Initiative, Marriott Bridges School to Work, Veterans Administration Hospital, SchoolTalk, and the Department on Disability Services Rehabilitation Services Administration (DDS/RSA). Collaboration with these partners offers a wide-range of services to DCPS students with a focus on post-secondary education, employment, and independent living.

- Project SEARCH--Hilton Capital Area Region (formerly Embassy Suites DC) is a “school-to-work” transition program offered through a partnership between DC Public Schools, DC Rehabilitation Services Administration, Hilton Worldwide and SEEC (Seeking Equality, Empowerment & Community--a vendor secured by RSA that provides employment supports for Project SEARCH students). The one-year program, which features full immersion in a workplace setting, is designed to prepare DCPS adult students with intellectual and other developmental disabilities for competitive employment. Project SEARCH Interns receive daily instruction in employability skills and gain hands-on work experiences by rotating among three 10-week unique paid internships at one of five Hilton Worldwide host site locations within the District. The goal for each student is competitive, integrated employment by the end of the experience.
- The CVS Workforce Initiative is a partnership between DCPS Division of Specialized Instruction (DSI) and CVS Pharmacy that provides work-based training and learning for students with disabilities. High school students ages 18 to 22 receiving special education services and pursuing a Diploma, engage in paid job training at local CVS stores throughout the District of Columbia. Students who participate this program can choose between two career pathways at CVS, Retail Crew Member or Pharmacy Technician. In support of students’ growth and the growth of the company, this partnership is designed to attract and prepare students for careers with the CVS Pharmacy company.
- The Marriott Bridges (MB) School to Work program provides support to DCPS in placing students with disabilities, who are pursuing a diploma, in competitive employment careers aligned to the postsecondary goal for employment on their Individualized Education Program (IEP) during the academic year. Additional transition services offered by MB include career development, job placement and employment retention services, worksite supports for students, and assistance with travel training.
- Veteran Affairs Medical Center partners with DCPS’ Division of Specialized Instruction (DSI) as a workforce development site that assists with the exposure, skill identification and skill development for jobs of interest for DCPS students with intellectual and developmental disabilities. This partnership is in collaboration with the River Terrace Education Campus Workforce Development Center which provides work readiness training for students pursuing an IEP Certificate of Completion.

DCPS Division of Specialized Instruction (DSI) has a newly established partnership for School Year 2018-2019 with SchoolTalk’s DC Youth Leadership Network (DCYLN). The DCYLN will provide transition workshops on self-determination and self-advocacy for middle school 8<sup>th</sup> grade students with intellectual and developmental disabilities. This partnership was established in response to the changes in District of Columbia Special Education Law requiring transition planning and services to begin for students as young as 14 years old.

The DSI Transition Team works collaboratively with DDS/RSA to deliver pre-employment transition services (Pre-ETS) to transition age high school students with disabilities. These services include job exploration counseling, work-based learning experiences, counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education, workplace readiness training, and instruction in self-advocacy. The goal of DCPS’ partnership with RSA is to improve postsecondary outcomes for students with disabilities, including improved outcomes in the number of students who participate in training, post-secondary education or employment following exit from secondary education.

**Q60: How many students transitioned from a nonpublic school to a DCPS school in SY16-17 and SY17-18?**

DCPS continues to improve our continuum of services and increase program options for students with disabilities, which reduces the need for non-public placements. Fewer than 10 students returned to DCPS schools in 2016-2017 and 2017-2018. In addition to participating in decisions to return students to DCPS schools, DCPS also supports students in graduating with either a diploma or certification of IEP completion.

School Year	Students Graduating with a Diploma	Students Graduating with a Certificate of IEP completion
SY16-17	61	20
SY17-18	63	17

**Q61: Describe the initiatives and policy changes the agency made in SY17-18 and SY18-19 to date to move DCPS' special education services from a compliance driven focus to an outcome driven focus. Please also describe how these changes impacted student learning.**

DCPS's ultimate goal is to ensure all students make academic progress and receive an education that prepares them for college and career. To this end, DCPS has placed special emphasis on program quality and student achievement over the past several years and is currently turning the focus toward dynamic instruction in inclusive environments and engaging families in their students' education.

- Total students enrolled in DCPS local school in School Year 2017-2018 – 48,473
- Total students enrolled in DCPS local school with IEPs in School Year 2017-2018 - 7,408 (or 15% of total enrollment)
  - Least Restrictive Environment (LRE) A – 4,473 (or 60% of Students with IEPs enrollment)
  - LRE B - 1,232 (or 17% of Students with IEPs enrollment)
  - LRE C – 1,703 (or 23% of Students with IEPs enrollment)

DCPS provides a full continuum of services for students with disabilities, including but not limited to general and special education consultation and co-planning, co-teaching, research-based literacy and math interventions inside and outside of general education and self-contained, city-wide programs. We provide special education teachers access to core content professional development through LEAP and offer general education teachers access to specially-designed instruction and Universal Design for Learning (UDL) through optional LEAP seminars and PD day sessions. Our goal is to strengthen the instruction and environments in LRE A and B to ensure that students are served in the least restrictive environment. When students' IEP teams determine that a more restrictive environment is needed, the following options are available:



Program Type	Grade Band	Primary Disabilities Served	Student: Teacher Ratio	Support Staff	Academic Curriculum	Research-Based Intervention
Behavior & Education Support (BES)	1 to 3	Emotional Disturbance, Multiple Disabilities, or Other Health Impairment	10:1	1 Paraprofessional 1 Behavior Tech	DCPS Scope and Sequence with accommodations	Foundations
Behavior & Education Support (BES)	3 to 5	Emotional Disturbance, Multiple Disabilities, or Other Health Impairment	10:1	1 Paraprofessional 1 Behavior Tech	DCPS Scope and Sequence with accommodations	Read 180/System 44
Behavior & Education Support (BES)	MS	Emotional Disturbance, Multiple Disabilities, or Other Health Impairment	10:1	1 Paraprofessional 1 Behavior Tech	DCPS Scope and Sequence with accommodations	Read 180/System 44
Behavior & Education Support (BES)	HS	Emotional Disturbance, Multiple Disabilities, or Other Health Impairment	12:1	1 Paraprofessional 1 Behavior Tech	DCPS Scope and Sequence with accommodations	Read 180/System 44; Edgenuity (blended learning); Summit Personalized Learning
Early Childhood Communication & Education Support (ECCES)	PS/PK	Autism Spectrum Disorder or Developmental Delay	6:1	2 Paraprofessionals	STAR Autism	VB-MAPP; Applied Behavioral Analysis (ABA)
Communication & Education Support (CES)	K to 2	Autism Spectrum Disorder or Developmental Delay	8:1	2 Paraprofessionals	Modified DCPS Scope and Sequence	Edmark; Failure-Free Reading; Applied Behavioral



Program Type	Grade Band	Primary Disabilities Served	Student: Teacher Ratio	Support Staff	Academic Curriculum	Research-Based Intervention
						Analysis (ABA)
Communication & Education Support (CES)	3 to 5	Autism Spectrum Disorder	8:1	2 Paraprofessionals	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading; Applied Behavioral Analysis (ABA)
Communication & Education Support (CES)	MS	Autism Spectrum Disorder	8:1	2 Paraprofessionals	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading; Applied Behavioral Analysis (ABA)
Communication & Education Support (CES)	HS	Autism Spectrum Disorder	8:1	2 Paraprofessionals	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading; Applied Behavioral Analysis (ABA)
Early Learning Support (ELS)	PS/PK	Developmental Delay and Other Health Impairment	10:1	1 Paraprofessional	Creative Curriculum or Tools of the Mind	
Early Learning Support (ELS)	K to 2	Developmental Delay and Other Health Impairment	10:1	1 Paraprofessional	DCPS Scope and Sequence with accommodations	Foundations
Independence & Learning Support (ILS)	3 to 5	Intellectual Disability and Other Health Impairment	10:1	1 Paraprofessional	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading



Program Type	Grade Band	Primary Disabilities Served	Student: Teacher Ratio	Support Staff	Academic Curriculum	Research-Based Intervention
Independence & Learning Support (ILS)	MS	Intellectual Disability and Other Health Impairment	10:1	1 Paraprofessional	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading
Independence & Learning Support (ILS)	HS	Intellectual Disability and Other Health Impairment	10:1	1 Paraprofessional	Modified DCPS Scope and Sequence, supplemented by Attainment Core Content Solutions	Edmark; Failure-Free Reading
Specific Learning Support (SLS)	3 to 5	Specific Learning Disability and Other Health Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence with accommodations, Unstuck and On Target implemented for executive functioning skills.	SpellRead/Lexia
Specific Learning Support (SLS)	MS	Specific Learning Disability and Other Health Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence with accommodations	Read 180/System 44
Specific Learning Support (SLS)	HS	Specific Learning Disability and Other Health Impairment	15:1	1 Paraprofessional	DCPS Scope and Sequence with accommodations	Read 180/System 44
Medical & Education Support (MES)	PS/PK	Multiple Disabilities and Other Health Impairment	8:1	1 Paraprofessional and 1 Nurse	Modified Creative Curriculum or Modified Tools of the Mind	



Program Type	Grade Band	Primary Disabilities Served	Student: Teacher Ratio	Support Staff	Academic Curriculum	Research-Based Intervention
					depending on school	
Medical & Education Support (MES)	K to 2	Multiple Disabilities and Other Health Impairment	8:1	1 Paraprofessional and 1 Nurse	Modified and adapted DCPS Scope and Sequence	
Sensory Support - Hearing (SS)	PS/PK	Deafness and Hearing Impairment	12:1	1 Paraprofessional	Creative Curriculum or Tools of the Mind	
Sensory Support - Hearing (SS)	K to 2	Deafness and Hearing Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence	
Sensory Support - Hearing (SS)	3 to 5	Deafness and Hearing Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence	
Sensory Support - Hearing (SS)	MS	Deafness and Hearing Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence	
Sensory Support - Hearing (SS)	HS	Deafness and Hearing Impairment	12:1	1 Paraprofessional	DCPS Scope and Sequence	
Communication & Education Support – Autism Level 1 & 2 Inclusion (ASD 1 & 2 Inclusion)	K to 2	Autism Spectrum Disorder or Developmental Delay	8:1	2 Paraprofessionals	DCPS Scope and Sequence	Edmark; Failure-Free Reading; Unstuck and On Target
Communication & Education Support - Autism Level 1 & 2	2 to 4	Autism Spectrum Disorder or Developmental Delay	8:1	2 Paraprofessionals	DCPS Scope and Sequence	Edmark; Failure-Free Reading; Unstuck and On Target



Program Type	Grade Band	Primary Disabilities Served	Student: Teacher Ratio	Support Staff	Academic Curriculum	Research-Based Intervention
Inclusion (ASD 1 & 2 Inclusion)						
Communication & Education Support - Autism Level 1 & 2 Inclusion (ASD 1 & 2 Inclusion)	MS	Autism Spectrum Disorder	8:1	2 Paraprofessionals	DCPS Scope and Sequence	Edmark; Failure-Free Reading; Unstuck and On Target
Communication & Education Support - Autism Level 1 & 2 Full-time (ASD 1 & 2 Full-time)	3 to 5	Autism Spectrum Disorder or Developmental Delay	8:1	2 Paraprofessionals	DCPS Scope and Sequence	Edmark; Failure-Free Reading; Unstuck and On Target
Communication & Education Support - Autism Level 1 & 2 Full-time (ASD 1 & 2 Full-time)	6 to 8	Autism Spectrum Disorder	8:1	2 Paraprofessionals	DCPS Scope and Sequence	Edmark; Failure-Free Reading; Unstuck and On Target

DSI has strengthened existing and initiated several new bodies of work to help achieve this goal and those of our **2016-2019 special education strategic plan**: increasing academic achievement, including more students, involving families in their children’s success, and preparing students for college or the workforce.

We developed training and tools to assist teachers in **delivering the DCPS scope and sequence of ELA and math**. The inclusion team is working closely with the content team to build accommodations, modifications, and principles of Universal Design for Learning (UDL) into the DCPS general education curriculum so that students with disabilities both inside and outside general education settings have access to grade-level content and teachers have meaningful tools built into the instructional design. We have deployed a team of specialists to **provide job-embedded professional development** to teachers and staff in full-time, self-contained programs for students with the most complex needs. In addition to supporting classroom staff with

strategies to increase communication, decrease challenging behaviors, and promote safe learning environments, these specialists also support teachers in providing Common Core-aligned instruction to increase student achievement.

We have created an early childhood mobile assessment team consisting of occupational therapists, physical therapists, speech-language pathologists, school psychologists and social workers to support elementary schools and educational campuses in the identification and special education eligibility determination for 3 to 5-year-old DCPS enrolled students.

DCPS expanded co-teaching models in River Terrace EC school and workforce development program to ensure generalization of communication, fine-motor, and gross-motor skills in the academic setting and on job-sites.

We added another class of **emerging leaders in the ASPIRE program** for managers and directors of specialized instruction. This program coordinates with other DCPS leadership programs to ensure that principals have a quality administrator to lead both compliance and instruction for students with disabilities. Beginning in school year 2018-2019, ASPIRE leaders are participating in the Relay Graduate School of Education Special Education Leadership Academy, which trains cohort members to become effective leaders of instruction and inclusion for students with disabilities.

DCPS allocated **additional student-serving positions** in targeted schools to improve outcomes for students with disabilities. DCPS funded additional literacy positions in eight schools with high populations of students PK-2 students in Early Learning Support (ELS) programs in order to accelerate student literacy. These literacy teachers provide additional reading intervention support, analyze student data, facilitate small-group instruction, and provide professional learning and collaborative opportunities to other teachers and staff members. DCPS also funded board certified behavior analyst (BCBA) positions in ten schools with a high volume of students on the autism spectrum. These BCBA's support students and staff by conducting social skills groups, implementing executive functioning curriculum, conducting functional behavioral assessments, implementing behavior plans, and supporting teachers in engineering the educational environment for students on the autism spectrum.

DCPS also began the Non-Public Cross Enrollment Initiative. The Initiative was open to students in all grade levels and allowed students who were placed in nonpublic school placements the opportunity to return back to their local DCPS on a partial basis, which should eventually lead to students returning on a full-time basis. Participants in the initiative attend both the Non-Public School and DCPS School. Individual IEP teams determined student readiness to participate in the Non-Public Cross Enrollment Initiative based on the academic, behavioral and social emotional progress.

In addition to the work and initiatives above, during School Year 2017-2018, DCPS Division of Specialized Instruction (DSI)'s Transition team began unpacking DSI's work to help DCPS achieve Goal 1 in the Capital Commitment: *"Doubling the Percent of students who are College and Career Ready and Triple the Percent of at-risk and students of color who are ready for college and career"*. The specific focus of DSI's Goal 1 work was to analyze student data through the lens of graduation excellence metrics to gather a deeper understanding of outcomes for students with IEPs' enrolled in Career and Technical Education (CTE) pathways. The transition team hypothesized that students with IEPs enrolled in a CTE pathway that aligned to their transition

plans would achieve better outcomes than students not enrolled in a CTE pathway. The team was interested in this specific investigation of the data because: In School Year 2017-2018, 11% (n = 411) of students enrolled in CTE courses were students with IEPs.

- Approximately two-thirds of students with IEPs enrolled in CTE programs received their special education services within an inclusion setting (LRE A).

In March 2018, DSI analyzed the Adjusted Cohort Graduation Rate (ACGR) data of students with IEPs' enrolled in CTE courses to determine where students fell in meeting graduation benchmarks. Spring semester data shows that the percentage of 10<sup>th</sup> and 11<sup>th</sup> grade students with IEPs' enrolled in CTE pathways who are on track to graduate is on par with the overall general education population of students at the 16 schools with CTE pathway programs. The average in-seat attendance in February 2018 for 10<sup>th</sup> and 11<sup>th</sup> grade students with disabilities enrolled in CTE pathways was also on par with the overall population of general education students.

*Graduation Excellence Benchmark					
ACGR			In-seat Attendance Rate		
Grade Level	10 <sup>th</sup>	11 <sup>th</sup>	Grade Level	10 <sup>th</sup>	11 <sup>th</sup>
SPED CTE	47%	52%	SPED CTE	78%	72%
Gen ED Overall	47%	54%	Gen ED Overall	77.4%	75.9%

\*Data analyzed in March 2018

Early data indicates that when DCPS makes learning authentic and aligned to students' transition goals for college and career, the opportunity and performance gap between students with disabilities and their non-disabled peers is significantly reduced on key metrics such as on-track to graduate and in seat attendance.

In the current School Year 2018-2019, as of December 31, 2018, 16% (n = 612) of students enrolled in CTE courses are individuals with IEPs, which is an increase of more than 200 enrollees from last year (School Year 2017-2018). Given the early indicators of graduation excellence success for students with IEPs' enrolled in CTE pathway programs, DCPS requested funding for three (3) paraprofessionals in the Perkins Grant application for Fiscal Year 2019. In Spring 2019, paraprofessionals will support instruction of students with disabilities enrolled in CTE pathways at Ballou, Wilson, Roosevelt, and Roosevelt STAY. The paraprofessionals will specifically support instruction for students with disabilities enrolled in CTE courses who receive most of their specialized instruction services in more restrictive settings (LRE B and C).

DSI supported transition services and programs, as well as CTE pathways, are designed to help students prepare for postsecondary education, the workforce, or vocational training after high school. Data from the National Student Clearinghouse (NSC), shows that there was an 11-percentage point increase in fall college enrollment for DCPS students with disabilities who graduated with a diploma between 2017 and 2018.

- In 2017, 22% of students with disabilities attended college within a year of high school graduation (69 of 315 students with IEP's who graduated with a diploma).

- In 2018, 33% of students with disabilities who graduated with a diploma have attended college as of December 31, 2018 (72 of 215 students with IEP's who graduated with a diploma).
- Between 2017 and 2018, there was an 4% increase of students with disabilities completing CTE pathway programs.

**Q62: Please list which schools have special education coordinators during SY17-18 and SY18-19 to date. Please also indicate which schools have a shared special education coordinator.**

DCPS offers several different school-level special education leadership positions in order to meet the needs of different schools and student populations. Schools budget for, hire, and manage their chosen special education leadership positions. In addition to the Special Education Coordinator position, the DCPS special education leader positions include: Director, Specialized Instruction; and Manager, Specialized Instruction. Fewer than five schools maintain a position for an Assistant Principal for Special Education. DCPS ensures that each school has identified an LEA representative designee for purposes of special education.

Special education leadership positions are supported through a training and networking cohort, known as the ASPIRE program, which now partners with the RELAY Graduate School of Education, Special Education Leadership Academy (SELA). The program works to develop special education leaders through compliance, high-quality specialized instruction and family engagement. ASPIRE leaders manage the overall special education programming of the school.

**Director of Specialized Instruction (DSI); Manager of Specialized Instruction (MSI):** The Director of Specialized Instruction (DSI) is recommended for schools with over 100 students with IEPs, and the Manager of Specialized Instruction (MSI) is recommended for schools with fewer than 100 students with IEPs. The DSIs/MSIs manage special education logistics and compliance, while leading the implementation of specially designed instruction and related services in their building, i.e., co-planning and co-teaching, universal design for learning (UDL,) and other inclusive practices. DSI and MSI positions apply through the Division of Specialized Instruction. The general responsibilities of these leadership positions include:

- Ensuring special education teachers are meaningfully engaged in content-level co-planning, using student data to develop lessons that are aligned to the Common Core State Standards and appropriately modified and accommodated to meet the needs of individual students;
- Completing regular observation and feedback of teachers and paraprofessionals on the implementation of lesson plans;
- Overseeing IEP and assessment quality, timeliness and compliance by supporting case managers to effectively manage their caseloads; and
- Leading the special education team in building cohesive and trusting relationships with families.

The table on the following page details the special education coordination/leader positions in School Year 2017-2018 and School Year 2018-2019.

School Year 2017 - 2018					School Year 2018 – 2019			
School Name	Assistant Principal - Special Education (FTEs)	Coordinator - Special Education (FTEs)	Director - Special Education (FTEs)	Manager - Special Education (FTEs)	Assistant Principal - Special Education (FTEs)	Coordinator - Special Education (FTEs)	Director - Special Education (FTEs)	Manager - Special Education (FTEs)
Aiton ES				1				1
Amidon-Bowen ES			1			1		
Anacostia HS		1				1		
Ballou HS	1				1			
Beers ES		1						1
Bruce-Monroe ES						1		
Burroughs ES		0.5				0.5		
Burrville ES								0.5
Cardozo EC							1	
Cleveland ES		0.5				1		
Coolidge HS		1				1		
Deal MS		1				1		
Dorothy Height ES		1				1		
Drew ES		0.5				0.5		
Dunbar HS		1				1		
Eastern HS			1				1	
Ellington School of the Arts		1						
Excel Academy						1		
Hendley ES	1							
Kelly Miller MS				1				1
Ketcham ES			1					
Kimball ES				1				
Lafayette ES		1						1
Langley ES				1			1	
Marie Reed ES								1
Murch ES								1
Orr ES		1						
Patterson ES		1				1		
Plummer ES		0.5				0.5		
Powell ES		0.5				1		
River Terrace EC	1	1				1		
Roosevelt HS			1					
Roosevelt STAY			1				1	
Savoy ES						0.5		

School Without Walls @ Francis-Stevens	1				1			
Stanton ES				1				1
Thomas ES		1				1		
Walker-Jones EC			1				1	
Washington Metropolitan HS		1				1		
Watkins ES (Capitol Hill Cluster)		1						
Wheatley EC			1				1	
Whittier EC	1							
Woodson, H.D. HS		1				1		
Youth Services Center		1				1		
<b>Total</b>	<b>5</b>	<b>18.5</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>18</b>	<b>6</b>	<b>7.5</b>

Please note that from School Year 2017-2018 to School Year 2018-2019, schools overwhelmingly maintained their investment in special education leadership positions. Fewer than 10 schools adjusted their investment; the number of Assistant Principals for Special Education decreased by three, while the investment in Managers for Special Education increased by 2.5.

**Q63: Please provide school-level data regarding the timeliness of special education evaluations, IEP meetings, and service provisions for SY17-18.**

The table below shows the percentage of special education eligibility determinations that were completed timely, the percentage of IEPs that were completed timely, and the percentage of prescribed related service minutes that were delivered for School Year 17-18. The related service rate reflects direct services during the traditional school year (no consultative services or ESY), and includes the following: Audiology, Behavioral Support Services, Occupational Therapy, Orientation and Mobility, Physical Therapy, and Speech-Language Pathology. The service delivery rate is based on the school in which students were enrolled at the time of service.

School Name	Eligibility Timeliness	IEP Timeliness	Service Delivery
Ballou STAY	96%	83%	32%
Roosevelt STAY	97%	85%	22%
Luke Moore Alternative HS	97%	95%	30%
Washington Metropolitan HS	100%	97%	15%
Brightwood EC	100%	100%	75%
Browne EC	96%	100%	42%
Cap Hill Montessori @ Logan	91%	100%	82%
LaSalle-Backus EC	100%	100%	82%
Oyster-Adams Bilingual	100%	100%	72%
Raymond EC	95%	100%	63%
SWW @ Francis Stevens	100%	100%	71%
Takoma EC	97%	99%	74%
Truesdell EC	100%	100%	80%
Walker-Jones EC	96%	96%	54%
West EC	95%	98%	73%
Wheatley EC	100%	100%	65%
Whittier EC	97%	100%	56%
Aiton ES	73%	92%	43%
Amidon-Bowen ES	100%	100%	89%
Bancroft ES	100%	100%	63%
Barnard ES	100%	100%	70%
Beers ES	100%	100%	77%
Boone ES	100%	100%	82%
Brent ES	86%	98%	75%
Bruce-Monroe ES @ Park View	100%	100%	84%
Bunker Hill ES	87%	94%	81%
Burroughs ES	76%	100%	80%
Burrville ES	87%	100%	30%
C.W. Harris ES	88%	99%	68%
Cleveland ES	93%	100%	59%
Dorothy I. Height ES	100%	100%	86%
Drew ES	100%	100%	57%
Eaton ES	100%	96%	43%
Garfield ES	100%	100%	55%
Garrison ES	100%	100%	69%
H.D. Cooke ES	97%	97%	71%
Hearst ES	100%	100%	79%
Hendley ES	96%	100%	66%
Houston ES	100%	99%	73%
Hyde-Addison ES	92%	100%	72%

School Name	Eligibility Timeliness	IEP Timeliness	Service Delivery
J.O. Wilson ES	98%	100%	68%
Janney ES	100%	100%	80%
Ketcham ES	100%	98%	90%
Key ES	100%	97%	69%
Kimball ES	96%	100%	56%
King, M.L. ES	82%	100%	52%
Lafayette ES	100%	100%	76%
Langdon ES	85%	96%	64%
Langley ES	100%	100%	80%
Leckie EC	100%	100%	84%
Ludlow-Taylor ES	100%	100%	71%
Malcolm X ES @ Green	95%	100%	67%
Mann ES	100%	100%	62%
Marie Reed ES	100%	100%	57%
Maury ES	100%	100%	85%
Miner ES	97%	100%	45%
Moten ES	84%	92%	37%
Murch ES	97%	95%	69%
Nalle ES	94%	98%	35%
Noyes ES	100%	100%	69%
Patterson ES	100%	100%	63%
Payne ES	92%	98%	59%
Plummer ES	96%	100%	75%
Powell ES	98%	100%	55%
Randle Highlands ES	100%	100%	61%
Ross ES	N<10	100%	68%
Savoy ES	95%	97%	55%
Seaton ES	100%	100%	82%
Shepherd ES	100%	100%	56%
Simon ES	100%	100%	48%
Smothers ES	100%	96%	83%
Stanton ES	97%	100%	81%
Stoddert ES	N<10	90%	65%
Thomas ES	97%	100%	64%
Thomson ES	100%	100%	82%
Tubman ES	100%	99%	74%
Turner ES	100%	100%	70%
Tyler ES	100%	100%	63%
Van Ness ES	100%	96%	71%
Watkins ES (Capitol Hill Clus)	100%	97%	73%
Anacostia HS	98%	97%	53%

School Name	Eligibility Timeliness	IEP Timeliness	Service Delivery
Ballou HS	99%	98%	51%
Coolidge HS	100%	96%	77%
Dunbar HS	98%	98%	52%
Eastern HS	100%	99%	62%
Roosevelt High School	98%	97%	58%
Wilson HS	95%	98%	42%
Woodson, H.D. HS	100%	99%	63%
Ron Brown College Preparatory High School	85%	100%	68%
Benjamin Banneker HS	N<10	N/A	N/A
Ellington School of the Arts	100%	100%	34%
McKinley Technology HS	N<10	100%	79%
Phelps ACE HS	100%	100%	55%
School Without Walls HS	N<10	N/A	N/A
Brookland MS	90%	96%	17%
Deal MS	96%	98%	56%
Eliot-Hine MS	96%	100%	67%
Hardy MS	100%	98%	48%
Hart MS	100%	93%	72%
Jefferson MS Academy	100%	100%	51%
Johnson, John Hayden MS	100%	94%	54%
Kelly Miller MS	95%	97%	46%
Kramer MS	88%	98%	73%
McKinley MS	100%	100%	84%
Sousa MS	90%	98%	49%
Stuart-Hobson MS	91%	98%	74%
MacFarland MS	N<10	100%	75%
Peabody ES (Capitol Hill Clus)	N<10	N<10	67%
School-Within-School @ Goding	96%	100%	72%
Cardozo EC	100%	100%	68%
Columbia Heights EC (CHEC)	98%	100%	88%
River Terrace EC	98%	99%	74%
CHOICE Academy	N/A <i>(local schools are responsible for eligibilities for students attending CHOICE)</i>	N/A <i>(local schools are responsible for IEPs for students attending CHOICE)</i>	43%
Inspiring Youth Program	89%	64%	60%
Youth Services Center	83%	86%	44%
	<b>97%</b>	<b>98%</b>	<b>65%</b>

DCPS is committed to dramatically improving related service delivery rates. For School Year 2018-2019, DCPS took the following corrective actions to improve service delivery rates:

- Tracked the hiring of related service providers with the same urgency and attention as the hiring of school principals and classroom teachers to ensure that services are implemented when schools open;
- Provided more timely and actionable data to providers, and
- Increased flexibility and accountability in the related service provider contracts.

The following table shows service delivery rates broken down by discipline for School Year 2017-2018.

Prescribed Service	% Delivered
Audiology	83.1%
Orientation and Mobility	75.1%
Occupational Therapy	67.0%
Physical Therapy	66.7%
Speech-Language Pathology	65.5%
Behavioral Support Services	61.5%
<b>Grand Total</b>	<b>64.6%</b>

**Q64: For each DCPS school other than River Terrace, please list the following information for SY17-18 and SY18-19 to date:**

- a. **Number of related service providers assigned to the school, by discipline (if a related service provider serves more than one school, please indicate the number of hours they have available to serve the school);**
- b. **Caseload of related service providers assigned to the school, by discipline;**
- c. **Number of special education teachers assigned to the school;**
- d. **Physical resources to support special education students (e.g., occupational therapy rooms, de-escalation spaces, hydrotherapy rooms, etc.);**
- e. **Whether the school is wheelchair-accessible; and**
- f. **Number of inclusion teachers allocated to each school.**

DCPS allocates related service providers to schools based on the needs of the students in the school. DCPS has a cadre of related service providers that provide itinerant services when the school population does not warrant the allocation of a full-time staff member. Social workers and psychologists are allocated through the school budget process. Occupational therapists, audiologists, speech-language pathologists, and physical therapists are funded centrally and float between schools based on need. A complete list of related service providers by school can be found in **Q64 Attachment\_Related Service Providers by School**.

**Q65: For SY17-18 and SY18-19 to date, please provide the number of students who have Individualized Education Plans (IEPs) in DCPS in each of the following categories: (a) Students attending DCPS, (b) Students attending charter schools for which DCPS is the LEA, (c) Students attending non-public programs whose LEA is DCPS, and (d) Students attending residential treatment centers or psychiatric residential treatment facilities whose LEA is DCPS.**

School Year 2017-2018*	School Year 2018-2019
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<b>DCPS</b>	<b>6,802</b>	7,235
<b>Dependent Charter</b>	<b>247</b>	249
<b>Non-Public</b>	<b>436</b>	407
<b>Residential</b>	<b>34</b>	21
<b>Private / Religious</b>	<b>90*</b>	78
<b>Total</b>	<b>7,609</b>	<b>7,990</b>

**Q66: How many DCPS students currently have 504 plans? Please break down the numbers by grade level and school.**

There are currently 1,202 students in DCPS with 504 plans. Below is the breakdown by grade level. See attachment (**Q66 Attachment\_FY18 504 Plans**) for available school-level data.

<b>Grade</b>	<b>Number of Students with 504 Plans</b>
PreK	17
Kindergarten	24
1 <sup>st</sup> Grade	44
2 <sup>nd</sup> Grade	74
3 <sup>rd</sup> Grade	92
4 <sup>th</sup> Grade	116
5 <sup>th</sup> Grade	88
6 <sup>th</sup> Grade	99
7 <sup>th</sup> Grade	85
8 <sup>th</sup> Grade	107
9 <sup>th</sup> Grade	132
10 <sup>th</sup> Grade	120
11 <sup>th</sup> Grade	109
12 <sup>th</sup> Grade	95

**Q67: How many developmental screenings did the Early Stages program conduct in SY17-18 and SY18-19 to date? How many screenings were recommended for further evaluation? Please list the timeframe it took to complete the evaluations (i.e. the number and percentage of evaluations that were completed within 60 days, 90 days, 120 days, and the total that took longer than 120 days).**

These data are based on fiscal year (October 1 through September 30), which Early Stages (ES) uses instead of a School Year, since the program runs and measures performance over twelve months. In cases where a current screening already exists, Early Stages uses that screening and may analyze additional data to determine whether further evaluation is recommended. During this past year, developmental screenings for DCPS enrolled children were primarily conducted by teachers in schools. Early Stages tracks this work and is reporting it out here for the sake of consistency with historical reporting to Council on this question.

**FY18:** 5,140 screened. Of these, 1,169 (22.7%) were recommended for further evaluation.

**FY19 to date:** 733 screened. Of these, 275 (37.5%) were recommended for further evaluation.

On July 1, 2018, the special education evaluation timeline changed thus, the data in the follow table includes a combination of children referred under the pre-July timeline and children

referred under the new timeline. That said, the 120-day timeline remained in force for all children referred prior to July 1, so the vast majority of children captured in the table below were subject to the 120-day timeline.

Please note that this is comprehensive raw data for all child find referrals processed through Early Stages, including children delayed due to sporadic parental engagement. OSSE determines whether a delayed evaluation is attributable to the parent, and, if so, the District is not held accountable under rules established for federal reporting under IDEA.

	Within 60	Within 90	Within 120	Over 120	Grand Total	Overall Timeliness
FY18						
Completed Evaluations	334	420	250	21	1025	98%
FY19 (Oct-Dec)						
Completed Evaluations	50	71	21	5	147	97%

**Q68: Provide outcomes data for students with disabilities transitioning out of DCPS into adulthood, including the following data for SY17-18 broken down by disability classification:**

- a. **The number of students receiving an eligibility determination from RSA before graduation;**
- b. **The number of students connected to a postsecondary pathway to graduation; and,**
- c. **The number of students attending college within a year of high school graduation.**
  - a. **The number of students receiving an eligibility determination from RSA before graduation;**

In School Year 2017-2018, DCPS' Division of Specialized Instruction (DSI) referred a total of 232 students with disabilities to the DC Department on Disability Service Rehabilitation Services Administration (DDS/RSA). The number of student referrals to DDS/RSA in the current SY 2018-19, as of December 31, 2018, is 34. DSI continues to collaborate with DDS/RSA representatives to identify and refer students with disabilities who are eligible to receive RSA services.

**b. The number of students connected to a postsecondary pathway to graduation; and,**

DCPS' Division of Specialized Instruction (DSI) tracks the participation of students with disabilities in Career and Technical Education (CTE) pathway courses. During SY 2017-18 (as of June 15, 2018), 11 percent of students enrolled in CTE courses were students with IEPs. In the current School Year 2018-2019 (as of December 31, 2018), 16 percent of students enrolled in CTE courses are students with IEPs. Students with Intellectual and Developmental disabilities are connected to postsecondary pathways through the River Terrace Workforce Development Center and the Project Search program. Secondary Transition courses also provide instruction in work readiness skills, self-determination, and self-advocacy for students who pursuit IEP Certificates of Completion.

Category	Number of Students*
Career and Technical Education courses	906
Secondary Transition courses	373
River Terrace - Workforce Development Center	34
Project Search	10

\* This includes the number of unique students with IEPs who were enrolled in a course as of June 15, 2018, or who completed a program during SY 2017-18. The sum of the students in each row is not a unique count of students because students may enroll in both Career and Technical Education courses and Secondary Transition courses.

Secondary Transition Course Name	Number of Enrollments*
Character Development	42
Computer Skills	35
Independent Living Skills	303
General Exploration	143
Real World Applications	20
Self-Advocacy	110
Study Skills Development	55
Transition Study Skills	35
<b>Total Enrollments</b>	<b>743</b>

\* This includes the number of enrollments of students with IEPs in Transition courses during SY 2017-18 as of June 15, 2018. Because students may be enrolled in more than one Transition course during the school year, this is not a unique student count.

**c. The number of students attending college within a year of high school graduation.**

For SY 2016-17, 22 percent of students with disabilities attended college within one year of high school graduation (69 total of 315 graduates). For SY 2017-2018, 33 percent of students with disabilities have attended college through December 31, 2018 (72 total of 215 graduates).

**Q69: What programs, if any, does DCPS offer for special education students in need of credit recovery? Please include the number of students these programs can serve; a description of the curricula used in these programs; and how students with special needs can recover credits in summer school.**

DCPS Opportunity Academies (Washington Met, Ballou STAY, Roosevelt STAY, and Luke C. Moore) offer a continuum of special education services for over-age, under-credited students with disabilities. This practice is consistent with the Individuals with Disabilities Education Improvement Act (IDEA), which mandates that students with disabilities be provided access to the same curriculum as, and be educated with, their nondisabled peers to the maximum extent appropriate.

Washington Met and Ballou STAY have additional capacity to serve a limited number of students with IEPs that provide for twenty hours or more of specialized instruction outside of general education. Both Washington Met and Ballou STAY each have a Behavior and Education Supports (BES) and a Specific Learning Supports (SLS) classroom. The BES classroom ratio is 12 students to

3 classroom staff (1 teacher, 1 paraprofessional and 1 behavior technician) and the SLS classroom is 15 students to 2 classroom staff (1 teacher, 1 paraprofessional).

Opportunity Academies offer a full complement of competency-based courses that enable students to recover credits at their own pace and utilize a highly personalized instructional approach with an intensive focus on social emotional well-being and post-secondary success. Students engage as self-directed scholars in rigorous, competency-based learning through the Summit Personalized Learning platform. Students also have the opportunity to join Dangers of the Mind—a cutting-edge program that supports students with social emotional and academic development through self-exploration, skill-building and reflection.

#### Credit Recovery

DCPS offers credit recovery to all students, including students with disabilities. Additionally, diploma-seeking students with disabilities are able to attend summer school to make-up credits, subject to the same process for qualification as their non-disabled peers.

Credit recovery courses are individualized and competency-based. Students in credit recovery are mastering course standards and units of study they failed to master during the original course. In order to earn course credit, all students must complete an identified set of required assessments. Credit recovery students are not required to re-take content they have already mastered in their original credit course if they have passing marks on all prescribed assessments related to specific course content. The classroom ratio should be 1:15, and like the traditional school day, all teachers are informed of required accommodations for students with an IEP. Schools can hire special education teachers or a paraprofessional to support their students who have accommodations as outlined in an IEP.

#### Summer School

DCPS Summer (High School) programs provide opportunities for students to recover credits from courses failed during the school year. Summer school is open to all high school students. All host sites are staffed with special education teachers and paraprofessionals who are identified specifically to support students with special needs. A 1:25 teacher-to-student classroom ratio is followed for summer school programs with special education teachers pushing in to provide individualized academic supports and accommodations to students with IEPs. Teachers may use OTL-approved curriculum.

**Q70: Please describe DCPS' efforts in SY17-18 and SY18-19 to date, to implement the provisions of the Enhanced Special Education Services Amendment Act of 2014 as it pertains to transition planning beginning at 14 years old and the identification of appropriate adult services at least one year prior to a students' completion of school.**

#### **School Year 2017-2018**

##### **Transition Planning Beginning at 14 years old**

During School Year 2017-2018, the Division of Specialized Instruction (DSI) utilized the Special Education Enhancement Fund (SEEF) formula grant to expand transition program services, supports and resources to middle schools, and to implement the new secondary transition requirements. DSI hired eight full-time centrally-based employees to support secondary transition professional development for all special education staff at middle schools, provide technical assistance on the implementation of transition plans for 13 and 14-year-old students, track the timeliness of transition plans, and monitor compliance. In addition to hiring staff, DSI

distributed age-appropriate transition assessment kits and middle school transition parent guides to all DCPS middle schools and education campuses. DSI also utilized the SEEF grant funds to provide on-site professional development from the Curriculum Associates company to train staff on how to use the Brigance Transition Skills Inventory (TSI) assessment kits.

Through these expanded efforts to provide robust transition services and resources to DCPS middle schools, 67 percent of students aged 13-14 had transition plans as of September 2017, and 83 percent% of students aged 13-14 had transition plans as of June 2018.

Percentage of 13-14 year old Students with Transition Plan	
Beginning of Year (BOY)	67%
End of Year (EOY)	83%

#### School Year 2018-2019

During SY 2018-2019, DSI continues to make progress on meeting the new secondary transition requirements by providing on-site technical assistance to middle school staff on the development of appropriate IEP transition plans for students 13-14 years old. As of December 31, 2018, 79 percent of all students aged 13-14 have transition plans in place and are receiving transition services as part of their Individualized Education Program (IEP).

Percentage of 13-14 year old Students with Transition Plan	
Beginning of Year	75%
Middle of Year	79%

#### Identification of Appropriate Adult Services

The Division of Specialized Instruction (DSI) Secondary Transition Team partners with the DC Department on Disability Services Rehabilitation Services Administration (DDS/RSA) to identify appropriate adult services for students prior to their completion of high school. In response to the new Secondary Transition requirement outlined in DCMR, the DSI Transition team is utilizing the following timeline for referring students with disabilities to adult services; (a) 11<sup>th</sup> grade students are referred to adult services by March 17 during their junior year in high school, and (b) 12<sup>th</sup> grade students are referred to adult services by October 31 if they missed the referral window during their junior year in high school. To ensure that all DCPS staff are familiar with the requirement of *"including a statement of inter-agency responsibilities or any needed linkages before the child leaves the school setting"*, the DSI Transition team is providing mandatory training to all secondary teachers on District led professional development days during School Year 2018-2019.

**Q70: DCPS operates the Luke C. Moore Academy, Washington Met, Youth Engagement Academy, Ballou STAY, Roosevelt STAY and Twilight programs for students who are over age and under credited. For each of the locations where these programs are offered, please list:**

**a. How many students were enrolled in each program in, SY15-16, SY16-17, SY17-18 SY18-19 to date:**

School Name	Student Enrollment			
	SY18-19 (to date)	SY17-18	SY16-17	SY15-16
Ballou STAY	705	495	466	477
Luke C. Moore HS	446	251	266	297
Roosevelt STAY	752	515	613	776
Wash Met HS	191	195	125	150
Twilight	<10	80	619*	519*

*\*further review indicates that this data may not be accurate due to incorrect coding of students in the student information system*

**b. How many students have successfully graduated in SY14-15, SY15-16, SY16-17, SY17-18 and SY18-19 to date**

School Name	Number of Graduates			
	SY18-19 (to date)	SY17-18	SY16-17	SY15-16
Ballou STAY	N/A	97	147	113
Luke C. Moore HS	N/A	59	116	150
Roosevelt STAY	N/A	84	103	126
Wash Met HS	N/A	18	53	42
Twilight	N/A	10	19*	122*

*\*further review indicates that this data may not be accurate due to incorrect coding of students in the student information system*

**c. How many students in the program have IEPs**

School Name	SY18-19 to date	SY17- 18	SY16-17	SY15-16
Ballou STAY	111	56	53	38
Luke C. Moore HS	88	63	32	29
Roosevelt STAY	97	57	39	48
Wash Met HS	73	52	35	34
Twilight	<10	18	40	134

*\*Note: Ballou STAY and Washington Metropolitan both offer full-time programs for students with IEPs. All Opportunity Academies have made a concerted effort to have inclusive enrollment practices which have led to an increase in students with IEPs.*

**d. How many students in the program have 504s;**

School Name	Number of Students with 504s SY18-19 (to date)	Number of Students with 504s SY17-18
Ballou STAY	<10	<10
Luke C. Moore HS	<10	<10
Roosevelt STAY	<10	<10
Wash Met HS	<10	<10
Twilight	<10	<10

**e. The number of special education teachers assigned to the program;**



School Name	SY18-19*	SY 17-18*	SY16-17*	SY15-16*
Ballou STAY	7	5	3	2
Luke C. Moore HS	5	3	3	4
Roosevelt STAY	4	4	3	2
Wash Met HS	7	6	5	6
Twilight	3	3	3	3

\*Teacher counts reflect the number of teachers allocated to schools by the Division of Specialized Instruction (DSI); additional teachers may have been budgeted by schools, repurposed by schools, or added by DSI during the budget petition process.

**f. The number of hours of specialized instruction that can be provided to a student in the program; and,**

School Name	Number of Hours of Specialized Instruction SY18-19*	Number of Hours of Specialized Instruction SY17-18*
Ballou STAY	27.5	27.5
Luke C. Moore HS	19.5	19.5
Roosevelt STAY	19.5	19.5
Wash Met HS	27.5	27.5
Twilight	5	5

\*Decimal numbers reflect staff working at multiple schools.

**g. The number and types of related service providers assigned to the program.**

School Name	Psych FTE				Social Work FTE				DBH Staff FTE				SLP FTE				OT FTE				PT FTE			
	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY14-15
Ballou STAY	.5	0	0	0	2	2	1	1	0	0	0	2	.2	.2	.2	.2	.1	.1	.1	.2	0	0	0	0
Luke C. Moore HS	1	.5	1	1	2	2	2	2	0	0	0	1	.1	.1	.1	.1	.1	.1	.1	0	0	0	0	0
Roosevelt STAY	1	1	1	0	2	2	1	1	0	0	0	1	.2	.2	.2	.2	.1	.2	.2	.2	0	0	0	0
Wash Met HS	.5	.5	.5	1	2	2	2	2	0	0	0	1	.1	.1	.1	.1	.1	0	0	0	0	0	0	0
Twilight	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\*Decimal numbers reflect staff working at multiple schools.

Note: As it relates to specialized instruction, all Twilight students are offered modified curriculum and instruction based on their individual needs, and as documented in their IEPs, during class time. Reading and math intervention and tutorials are also offered. Related services are not provided during the Twilight program. Students with related service hours receive these supports during the day program. The Twilight Coordinator at the school organizes services for students, including individual socio-emotional counseling, mentoring, tutoring, workforce development, and paid internships. Some service providers are volunteers, day school staff, or representatives of community-based organizations.

**Q71: DCPS operates the Luke C. Moore Academy, Washington Met, Youth Engagement Academy, Ballou STAY, Roosevelt STAY and Twilight programs for students who are over age and under credited. For each of the locations where these programs are offered, please list:**

**a. How many students were enrolled in each program in, SY15-16, SY16-17, SY17-18 SY18-19 to date:**

School Name	Student Enrollment			
	SY18-19 (to date)	SY17-18	SY16-17	SY15-16
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*\*further review indicates that this data may not be accurate due to incorrect coding of students in the student information system*

**b. How many students have successfully graduated in SY14-15, SY15-16, SY16-17, SY17-18 and SY18-19 to date**

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**c. How many students in the program have IEPs**

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Roosevelt STAY	97	57	39	48
Wash Met HS	73	52	35	34
Twilight	<10	18	40	134

*\*Note: Ballou STAY and Washington Metropolitan both offer full-time programs for students with IEPs. All Opportunity Academies have made a concerted effort to have inclusive enrollment practices which have led to an increase in students with IEPs.*

**d. How many students in the program have 504s;**

School Name	Number of Students with 504s SY18-19 (to date)	Number of Students with 504s SY17-18
Ballou STAY	<10	<10
Luke C. Moore HS	<10	<10



School Name	Number of Students with 504s SY18-19 (to date)	Number of Students with 504s SY17-18
Roosevelt STAY	<10	<10
Wash Met HS	<10	<10
Twilight	<10	<10

**e. The number of special education teachers assigned to the program;**

School Name	SY18-19*	SY 17-18*	SY16-17*	SY15-16*
Ballou STAY	7	5	3	2
Luke C. Moore HS	5	3	3	4
Roosevelt STAY	4	4	3	2
Wash Met HS	7	6	5	6
Twilight	3	3	3	3

\*Teacher counts reflect the number of teachers allocated to schools by the Division of Specialized Instruction (DSI); additional teachers may have been budgeted by schools, repurposed by schools, or added by DSI during the budget petition process.

**f. The number of hours of specialized instruction that can be provided to a student in the program; and,**

School Name	Number of Hours of Specialized Instruction SY18-19*	Number of Hours of Specialized Instruction SY17-18*
Ballou STAY	27.5	27.5
Luke C. Moore HS	19.5	19.5
Roosevelt STAY	19.5	19.5
Wash Met HS	27.5	27.5
Twilight	5	5

\*Decimal numbers reflect staff working at multiple schools.

**g. The number and types of related service providers assigned to the program.**

School Name	Psych FTE				Social Work FTE				DBH Staff FTE				SLP FTE				OT FTE				PT FTE			
	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY15-16	SY18-19	SY17-18	SY16-17	SY14-15
Ballou STAY	.5	0	0	0	2	2	1	1	0	0	0	2	.2	.2	.2	.2	.1	.1	.1	.2	0	0	0	0
Luke C. Moore HS	1	.5	1	1	2	2	2	2	0	0	0	1	.1	.1	.1	.1	.1	.1	.1	0	0	0	0	0
Roosevelt STAY	1	1	1	0	2	2	1	1	0	0	0	1	.2	.2	.2	.2	.1	.2	.2	.2	0	0	0	0
Wash Met HS	.5	.5	.5	1	2	2	2	2	0	0	0	1	.1	.1	.1	.1	.1	0	0	0	0	0	0	0
Twilight	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\*Decimal numbers reflect staff working at multiple schools.

Note: As it relates to specialized instruction, all Twilight students are offered modified curriculum and instruction based on their individual needs, and as documented in their IEPs, during class time. Reading and math intervention and tutorials are also offered. Related services are not provided during the Twilight program. Students with related service hours receive these supports during the day program. The Twilight Coordinator at the school organizes services for students, including individual socio-emotional counseling, mentoring, tutoring, workforce development, and paid internships. Some service providers are volunteers, day school staff, or representatives of community-based organizations.

**Q72: Describe mechanisms DCPS has developed and implemented during SY17-18 and SY18-19 to date to provide oversight of the education of wards of the state who are enrolled by public schools, CFSA, DYRS, or DBH in schools or programs in other states.**

DCPS currently has two Memoranda of Agreement (MOAs) concerning oversight for students with disabilities who are wards of the District enrolled in programs or schools in other states. The MOAs are with the Department of Youth Rehabilitation Services (DYRS) and the Child and Family Services Agency (CFSA)—agencies that serve as the placing agencies—and the Office of the State Superintendent for Education (OSSE), which provides oversight of the MOA. In SY 2018-19, the DCPS points of contact for these MOAs shifted from the Compliance Team to the Division of Specialized Instruction Non-Public Team to ensure consistent, student-focused collaboration among the agencies.

When students are placed in a facility, the following process is followed: DCPS and the placing agencies, DYRS and CFSA, share information (enrollment forms and ward letters) when a student is initially placed. DCPS then enrolls the student and assigns a Monitoring Specialist from the DSI Non-Public team who works to ensure that the student's IEP is updated and that the student is receiving special education services at the out-of-state school/facility. DCPS monitors the students while they are enrolled out-of-state and facilitates the discharge planning process for the student to ensure a smooth transition to the District. DCPS also provides feedback to the placing agencies regarding the services and service delivery models that various facilities maintain. Additionally, DCPS has connected facilities to OSSE to initiate the Certificate of Approval (COA) process for those that are not yet COA-certified by OSSE.

**Q73: Provide the total amount of funding that was allocated to and spent by each DCPS school for Title III in SY17-18 and SY18-19 to date. Please describe how these funds were spent to enhance student achievement.**

The primary goal of Title III is to be used to supplement language education programs for English learners (EL) and immigrant children in schools. During FY18, DCPS was awarded \$814,299 in Title III funds. Because this allocation translates to such a small per-pupil amount (compared to other title funds), DCPS does not allocate Title III funds by school and manages the funds centrally via the Language Acquisition Division (LAD) to ensure that more ELs benefit from this resource and so that we can track the expenses more effectively.

DCPS ensured its accountability for making English language proficiency progress and attainment and for making academic progress for limited English proficient (LEP) students through the guidelines and accountability measures set out in the DCPS Essential Practices

Rubric. After reviewing PARCC data and Access for English Learners, LAD provided targeted professional development and technical assistance to schools that did not meet their language targets to support and guide schools on how to effectively meet the students' language needs and ensure language proficiency growth and attainment. LAD provided training and technical support to all schools that serve ELs to maintain their progress in academic achievement and English language proficiency. English as second language teachers will measure progress and maintain data throughout the school year.

In FY18, DCPS' Title III funds were used districtwide for several activities, including: facilitation school-specific sessions, ongoing learning opportunities based on individual school EL populations and student needs (in academic and/or language growth). These sessions occurred at approximately 12 different DCPS schools serving PK3-12. Additionally, the LAD team implemented the following initiatives:

- The team designed a PD series around strategies for providing standards-based instruction for ELs.
- The LAD team engaged all teachers with the ELlevation platform, specifically encouraging teachers to use the two, new teacher facing views: Collaborate and Instructional Strategies.
- The instructional team at LAD, in collaboration with the Office of Teaching and Learning, supported ESL teachers and LAD staff with the development of instructional materials for elementary newcomer ELs. These resources were aligned with the Literacy Common Core State Standards- grades K-8. The team engaged in the ongoing development of curricular materials for the International Academy programs for recently-arrived, beginning-intermediate ELs, as well as materials for our Dual language programs.
- LAD supported EL Saturday School, Afterschool Tutoring for ELs and the Summer Academic Enrichment Programs for English learners who are newcomers, SIFE, long term ELs or need original/credit recovery.
- LAD revised and expanded classes to support secondary long-term English learners (LTELs) and intermediate-advanced ELs. Classes used targeted materials and supports to encourage the use and development of high-level academic discourse. They piloted the use of English 3D and will monitor its implementation.
- LAD continued to work with the International Network for Public Schools in two International Academy programs to engage recently arrived ELs in the exploration of complex concepts by using high level academic language, all while developing language proficiency.
- LAD has launched a Title III Family Engagement program through which schools are selected, from an application process, to receive Title III funds to enhance the school's capacity to promote family engagement.

DCPS engaged in various partnerships with Community Based Organizations (CBOs) that have specific training/skills in engaging with linguistically and culturally diverse families. Through a variety of channels, DCPS helped schools leverage these partnerships or establish contracts that can help their efforts in engaging families and the community. Furthermore, DCPS coordinated with schools and CBOs to bring parent workshops, services and events directly to their school. Some examples include:

- Parent workshops on dealing with immigrant-related stress hosted by La Clinica Del Pueblo;
- Legal consultation clinics and workshops at various schools offered by CARECEN;
- Parent workshops on how to support middle school ELs' social-emotional development hosted Mary's Center;
- Empowering LCD Parents in the Education of their Children, a collaboration with Teaching for Change; and
- LAD's annual ELL Resource Fair which connects LCD families with 50+ CBOs in the DC area.

Please see attachment **Q73\_Attachment\_SY17-18 SY18-19 Title III Non-Public** and **Q73\_Attachment\_SY17-18 SY18-19 Title III PUBLIC** for allocation and expenditure details.

**Q74: For SY16-17, SY17-18, and SY18-19 to date, please provide the number of students who are English language learners, by age, grade level and classification. If available, please provide the top five primary languages spoken by these students in SY17-18.**

The attached table (**Q74 Attachment\_SY18-19 EL Status**) reflects English Learner Students within level classification requested as of the date listed. Differences from audit count could result from enrollment shifts, students moving, parental exemptions since Oct. 5th, among other reasons. Audited file reports English Learner Students yearly as a "Yes"/"No" indicator over their level status.

**Q75: The number of ELL students in DCPS has been increasing for several years. Please describe the strategies and initiatives DCPS has implemented in SY16-17 and SY17-18 to date to provide these students with the level of support needed to succeed.**

We embrace and value the diversity our students represent. The English Learner (EL) population has been steadily increasing throughout the years. We welcome over a thousand new diverse students to DCPS each year with a wide range of needs. DCPS continues to review the EL student data to determine what level of services and programs will support the linguistic and academic needs of the students. DCPS also provides training to educators on working with language learners.

School Year 2016-2017

- In the School Year 2016-2017, DCPS opened a second International Academy at Roosevelt HS in response to the large number of recently arrived immigrant students at the beginning of their English language development.
- Bilingual Counselors and mental health providers from DCPS were invited to attend the Maryland ELL Family Involvement Network Conference and sponsored by DCPS
- A review of the Itinerant ESL Services was conducted to inform school assignment in School Year 2017-2018. The Itinerant ESL services are provided to schools with smaller EL populations. The number of schools serving fewer than 11 EL students continues to grow each year as the demographics of the city continue to evolve.

School Year 2017-2018

- Planning year for the Internationals Support cohort at the Coolidge HS, including a needs assessment analysis.
- Planning year for implementation of the approach from the Council of Great City Schools called “The 3Ls,” which stands for Learning, Language, and Literacy.
- Review of the program implementation for Imagine Learning (Literacy) and review of the Imagine Español for potential implementation in School Year 2018-2019.
- Implementation of English 3D program at the secondary level to support the needs of students who are at approximately an ELP 3-4.
- Implementation of the Finish Line program to support increased language growth on ACCESS for ELLs 2.0.
- DCPS supported EL Instructional Coaching

### **HHIP Questions**

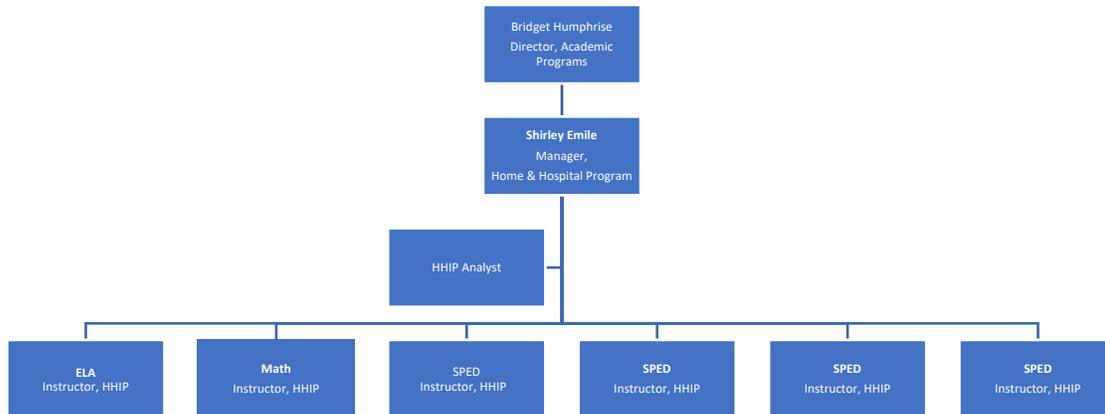
**Q76: For SY16-17 and SY17-18, how many DCPS students received medically-excused absences for more than ten school days during the school year? (Both sequential and cumulative)? Does this trigger any DCPS intervention or action?**

DCPS HHIP team would be notified by the local school’s HHIP designee if a student has medical absences in excess of 10 days. HHIP designees are trained on this protocol and to follow-up with appropriate information around the HHIP request.

In School Year 2016-2017, 5,854 students received more than 10 medically-excused absences. Of those, 136 students received 10 sequential medically-excused absences. In School Year 2017-2018, 5,296 students received more than 10 medically-excused absences. Of those, 189 students received 10 sequential medically-excused absences. Please note, students receive medically-excused absences for medical appointments and illnesses of varying lengths.

**Q77: Please provide the names and titles of DCPS individuals, including contractors, who worked in the HHIP in FY18 and FY19 to date. Indicate whether they work full-time or part-time on HHIP, and the name and title of the individual(s) who supervise them.**

District of Columbia Public Schools (DCPS) strives to hire and retain professionals with specialized experience to provide high quality, inclusive services to increase academic achievement, involve families in their child’s success, and ultimately prepare all students for college and the workforce. The HHIP team includes eight full time employees. The HHIP team does not currently employ any contractors or part-time staff.



**Q78: Provide the most recent copies of all internal and external policies, processes, guidance, or procedures, including the following:**

- a  **HHIP-related timelines;**
- Process for referral;**
- Eligibility determination;**
- d  **The appeals process, if there is one;**
- e  **How DCPS ensures students receive the necessary course credits; and**
- The protocol for transitioning a child from HHIP back in to school.**

Please see the attached DCPS **Q78 Attachment\_HHIP Program Guide 18-19**, which is considered a working document and includes feedback from stakeholders, such as the Children’s Law Center. Details of the policies and procedures requested above can be found in this manual. All required HHIP forms are available in this document and on DCPS’ HHIP [website](#). *For ease of reference we have included the most pertinent page numbers for the topics requested below.*

- a) HHIP-related timelines; (p. 5)
- b) Process for referral; (p.5)
- c) Eligibility determination; (pp 7-8)
- d) The appeals process, if there is one; (p.8)
- e) How DCPS ensures students receive the necessary course credits; and (pp.10-15)

The protocol for transitioning a child from HHIP back in to school (p. 17)

**Q79: Please describe DCPS’s HHIP decision-making process, beginning with a child’s referral to HHIP.**

A student must be confined to the home or hospital for medical reasons for two weeks or longer to qualify for HHIP services. Cases of chronic illnesses that cause intermittent but frequent absences are also considered. Eligibility for HHIP services are based on the recommendation of the treating physician and members of the DCPS team.

To begin the referral process, a HHIP designee at the student’s school provides the following forms, available on DCPS’ website, for parents and guardians to submit through HHIP’s online application:

Form	Purpose
Physician Verification form	Treating physician verifies diagnosis confining student to home or hospital and transition back to school plan
Release of Records form	Allows physicians to discuss the student with Centralized HHIP team
Parent/Guardian Agreement form	States HHIP's expectations regarding the learning environment (e.g. clean and safe, adult present, requires a study schedule outside of HHIP classes to be set)
Request for Service form	The school-based HHIP designee provides student information (e.g. ID number, date of birth, contact information for parents)
Immunization form	School nurse verifies student is up to date with their vaccinations.

Upon receipt of completed HHIP forms, the following steps occur:

- School-based attendance counselor triggers approval of the HHIP referral attendance code.
- Centralized HHIP team reaches out to treating physician who completed the Physician Verification form and any other physicians listed on the Release of Records form to discuss medical condition and transition from school.
- HHIP team determines eligibility. The decision is made within five instructional days of centralized HHIP team's receipt of the completed referral. Inability to reach the treating physician can cause a delay.

Before receiving services, HHIP teacher(s) and related service provider(s), when appropriate, are notified of the student's start date. The following actions occur:

- Teachers contact the student's parent or guardian for scheduling an initial session within 48 hours of notification
- Next, school-based teams hold educational plan meetings/discussions related to the student's present levels of performance, what the student is working on in class, assignments/assessments that the student is responsible for while receiving HHIP services, testing, etc.
- School-based teachers then upload information that the centralized HHIP team sends out to the HHIP designee and school-based teachers. HHIP Teachers also work with school-based teachers to provide support.
- HHIP teachers begin providing services no later than five instructional days upon scheduling between parents/guardians and the teacher.

The centralized HHIP team contacts the school to discuss the student's transition back to school prior to the completion of services. A transition plan is created to support successful reentry to school. The HHIP team informs the school-based team of any necessary supports or accommodations needed for the student's successful transition. The discussion centers around medical accommodations, HHIP team observations, 504 Plan amendments or eligibility, SPED evaluation recommendation, suggesting accommodations, etc.

Once complete, parents receive End of Service forms. Schools are also notified to discontinue excusing absences with the HHIP code from the end date provided, and progress reports are sent to the school HHIP designee after services have ended.

**Q80: How does DCPS track the actual number of instructional hours provided to a child?**

A HIPP representative works with the school, the student and family, and the medical team, as appropriate, to determine the window for HIPP academic support, the relevant instruction and assignments for the student during this window and develops a plan for instruction.

DCPS uses three systems to track instructional hours: a Quickbase application, SEDS progress monitoring and a sign in- sign out process that is completed either in person or on-line. Instructional hours are assigned to teachers and related service providers through Quickbase and delivered via email each week. HHIP instructors and related service providers for students with disabilities monitor their progress and track services in SEDS. Once instruction is delivered, both DCPS staff and parents confirm in writing that the services were provided. These sheets are submitted weekly and subjected to random monthly audit.

**Q81: Provide a narrative description of a successful transition plan.**

Transition planning depends on the unique need and circumstances of each child. A transition is successful when the student's team is fully prepared to accommodate the student and provide instruction and socialization as able and appropriate. For example, an otherwise healthy student returning from maternity leave requires a different level of planning than a student with a disability returning to school after a traumatic injury.

Successful planning often includes team communication and collaboration with one another to ensure that the student is physically, emotionally and academically prepared to return to school and that the school understands the child's needs. In some cases, students return to school in need of additional support such as a 504 plan. On average, approximately one in five students annually require a formal written transition plan. These students tend to participate in the Medical & Educational Supports program for students with chronic medical complexities, or attend River Terrace Education Campus, or battle cancer.

**Q82: Please describe the appeals panel process. For SY16-17, SY17-18, and SY18-19 to date, provide the number of appeals that were requested, the number of panels held, and generally describe the outcome. Please also provide the name and title of the person that served on the panel.**

The DCPS HHIP team engages regularly with parents who have questions and concerns. Parents who disagree with the determination or seek additional resources work directly with the HHIP manager and local school toward resolution.

The parent or guardian has a right to appeal the decisions made by the HHIP Office. Any appeal to the decision can be forwarded to the Division of Specialized Instruction or emailed to the HHIP email account. A parent or guardian may send a written request for an appeal. Appeals must be submitted within ten business days of the determination date. Information about the

appeals process is included in the HHIP determination letter sent to parents and guardians. To date, two cases have risen to the level of formal appeal.

The appeal is reviewed by a three-member panel. Members of the panel vary depending on the individual case; panelists may include and are not limited to: Directors and/or Deputy Chief of the Division of Specialized Instruction, Directors and/or Deputy Chiefs from other teams within DCPS with knowledge of the case, or Instructional Superintendents.

**Q83: How are HHIP eligibility and services determined for a child with an IEP?**

DCPS continues to support students with IEPs to meet their individual goals during a period of HHIP eligibility. The same determination process outlined in the response to question 79 and in the Home and Hospital Instruction Program Handbook applies to children with an IEPs. There are frequently more components to consider as part of that process when a student has an IEP, but the process is designed to develop a HHIP plan that meets the unique needs and circumstances of the child and a child's IEP is part of that HHIP plan development process. To support students with IEPs, there are four special education teachers that are part of the HIPP team and there is a team of related service providers who are dedicated to supporting students with IEPs.

**Q84: What percentage of children referred to HHIP have an IEP or a 504 plan at the time of referral?**

The percentage of children referred to HHIP who have an IEP or 504 Plan at time of referral is provided in the table below. The School Year 2016-2017 and School Year 2017-2018 numbers are EOY percentages. The School Year 2018-2019 number is a Middle-of-Year average that does not include the second semester students likely to be referred. The End-Of-Year number will include all maternity leave cases, which comprise one third to one half of all HHIP cases by EOY. Once these cases are averaged into the total, the IEP and 504 percentage is likely to come down.

Since School Year 2017-2018, DCPS has provided additional professional development and technical assistance to support schools with HIPP. The HHIP team has built relationships with families and schools that serve many of our chronically sick children and are better able to meet their needs. The increase may also in part result from this additional school support.

School Year	% of students who have IEP or 504 Plan at time of referral
SY18-19	72%
SY17-18	48%
SY16-17	44%

**Q85: For SY16-17, SY17-18, and SY18-19 to date, please provide the following data, by school:**

**a. A list of all of the HHIP coordinators (in each DCPS school);**

The attached **Q85 Attachment\_HHIP Designee List** provides the name of each DCPS school's HHIP coordinator.

**b. The number of students for whom a request was submitted to HHIP;**

School Year	Total # of HHIP Requests
SY18-19	136
SY17-18	218
SY16-17	154

- c. **The number of HHIP requests that were denied, as well as the number approved;**

School Year	# of referrals approved	# of referrals denied	# of referrals incomplete
SY18-19	91	19	26
SY17-18	137	51	30
SY16-17	124	*	*

\*Due to privacy concerns, DCPS cannot release these n-sizes.

- d. **The number of students in the program receiving in-person instructional time with a DCPS-provided teacher in the setting to which the student was confined, and the average number of hours per week of instruction time;**

School Year	# of students w/ in-person instruction	Avg hrs/wk of instruction
SY18-19	102	2 hrs/wk per instructor
SY17-18	137	2 hrs/wk per instructor
SY16-17	123*	2 hrs/wk per instructor

In School Year 2018-2019, 91 students have met the criteria for HHIP and received HHIP services. An additional 11 students have chronic conditions requiring additional instructional support. The 11 additional students do not yet meet the criteria for HHIP, but receive additional instruction from their local school teachers in the evenings or on weekends. Teachers are paid through administrative premium.

*\*Note, this number differs from the previous question, but is accurate. The student's circumstances changed and no longer required HHIP support.*

- e. **The number of students in the program who only receive instruction from a computer program or software;**

School Year	# of students with computer/software instruction ONLY
SY18-19	0
SY17-18	0
SY16-17	0

- f. **The average time from date of referral to final eligibility determination;**

School Year	Avg time from completed referral to eligibility determination
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SY18-19	5 days
SY17-18	5.5 days
SY16-17	6 days

**g. The average time from a positive eligibility finding to initial receipt of HHIP services;**

School Year	Avg time from approval to start of services
SY18-19	5 days
SY17-18	3 days
SY16-17	3 days

**h. The number of HHIP requests which resulted in no response from DCPS; and**

Every HHIP referral receives a response.

**i. A general breakdown of the reasons for denial (ie--insufficient medical documentation, sufficient documentation but determined ineligible).**

As explained in question 79 and in the Home and Hospital Instruction Program Handbook, DCPS undertakes an eligibility determination process for all referrals. Following that process, reasons for denial may include

- Student returned to school,
- Doctor stated that student can attend school,
- Student was not confined to the home or hospital,
- Student was not a DCPS student,
- Barrier to attending school was a lack of accommodations, which was able to be address resulting in continued school attendance
- Length of time student was confined to the home/hospital was less than 2 weeks,
- Student withdrew from DCPS before referral was completed, or
- Insufficient documentation

**Q86: For SY16-17, SY17-18, and SY18-19 to date, please provide the following data, by school:**

- The average total number of weekly instructional hours outlined in a child’s HHIP plan;**
- The average number of 1:1 “face-to-face” (ie. in-person or via Skype) instructional hours received per child per week;**

As explained above, the HIPP representative works with the student and family and the school to develop a HHIP plan based on the student’s needs and circumstances, including the medical and health needs of the student. DCPS expects teachers to average approximately 2 hours of instructional time per instructor in each student’s HHIP plan. This is average of 2 hours is consistent across all three years of data requested. This instructional time is in-person.



**c. The average number of hours received via computer program;**

Typically, only high school students participate in the blended learning model of on-line and in person instruction. HHIP teachers monitor individual student progress on-line based on their course enrollment. Elementary and middle school students typically receive instruction from HHIP teachers only. Students may complete assignments, research or homework on a computer. All students in the HHIP program receive a laptop if needed and secondary students have Myfi, internet access cards. We do not track the amount of time HHIP students access on-line instruction.

**d. In weeks, the average duration of a child’s received HHIP services;**

School Year	Avg duration of HHIP services
SY18-19	9 weeks*
SY17-18	8 weeks
SY16-17	11.5 weeks

\*Based on December 2018 data.

**e. The number of children discharged from HHIP;**

School Year	# of students discharged from HHIP
SY18-19	41
SY17-18	137
SY16-17	124

**f. The number of children that had a written transition plan in place upon discharge; and**

The HHIP process includes transition planning for all students. Where it is appropriate to a student’s transition back to the school community, a written transition plan is created. On average, approximately 20% of students annually require a formal written transition plan. These students frequently participate in the Medical & Educational Supports program for students with chronic medical conditions, attend River Terrace Education Campus, have been diagnosed with cancer. DCPS does not centrally track the total number of written transition plans. Please see question 81 for a description of a successful transition plan.

**g. The number of final transition-planning meetings included a parent or guardian.**

The HHIP process includes transition planning for all students. Parents and guardians are integral members of the transition planning team. DCPS does not centrally track that total number of meetings that include parents or guardians.

**Q87: For SY16-17, SY17-18, and SY18-19 to date, provide the number of HHIP referrals were made for psychiatric conditions, post-partum services, and other conditions. What are the rates of eligibility for each category?**

The data in this table includes the total number of completed referrals, including approved and denied referrals.

School Year	# of complete psychiatric referrals	Rate of approved determination	# of complete maternity referrals	Rate of approved determination	# of complete "other" referrals	Rate of approved determination
SY18-19	<10	0%	31	97%	69	80%
SY17-18	30	N <10	54	98%	104	84%
SY16-17	<10	N < 10	54	100%	88	72%

**Q88: Of the high school children enrolled in HHIP, how many received Carnegie credits in SY16-17, SY17-18, and SY18-19 to date? How many had to retake a class in SY16-17, SY17-18, and SY18-19 to date?**

DCPS is fully committed to the recovery and achievement of all HHIP students. HHIP instructors provide instruction in and access to the DCPS common core aligned scope and sequence in the content area. Typically, high school students receiving HHIP services did not require the services long enough to earn a Carnegie unit.

**Q89: The Committee on Education sent a letter to DCPS about the HHIP program on July 11, 2018. In DCPS' response, DCPS indicated that it took more than five days upon receipt of a completed referral to determine eligibility. What barriers prevent DCPS from complying with the five-day timeline set in your policy manual?**

DCPS works to respond to every referral as quickly as possible by reaching out to families and medical teams immediately. We track our outreach beginning at 24-48 hours in our QuickBase application. Delays may occur when medical teams are difficult to reach, or submit incomplete information, or the need is particularly complex. The HHIP team is working to build and strengthen relationships to help facilitate referral competition and eligibility determinations. In School Year 2018-2019 to date, the average time from completed referral to eligibility determination is 5 days.

**Q90: What barriers might prevent DCPS from further reducing its five-day timeline for making an eligibility decision?**

Each HHIP request is unique and we work with the students and families to best support the academic and health needs of our students. During the eligibility determination process, the HIPP team, working with the student and family, school, and medical personnel, as appropriate, gathers the necessary information from multiple sources and complex circumstances, assess the student's needs, and ultimately makes a determination.

**Q91: In cases where DCPS has received a fully-completed physician eligibility form, how does the HHIP Program Manager determine whether additional medical information is necessary to determine eligibility? (see p. 6 of manual)**  
a. How often does this happen in SY16-17, SY17-18, and SY18-19 to date?

This determination is made on a case-by-case basis but considers the following factors: the nature of a student's illness or condition, the suitability of their school environment and other factors. It may be necessary to obtain additional information if the documentation is unclear, lacking in detail, or the paperwork is incorrect.

**Q92: How many referrals were received through New Heights in SY16-17, SY17-18, and SY18-19 to date?**

New Heights enrolled the following numbers of students since School Year 2016-2017:

- 330 students in School Year 2016-2017
- 212 students in School Year 2017-2018
- 165 students in School Year 2018-2019 (year to date)

Of the total enrollment numbers, 20% of students were teenage fathers.

All (100%) of the expectant/pregnant New Heights enrolled students are referred for HHIP services. Referrals are made either through the school's HHIP designee or directly by a New Heights Coordinator.

**Q93: Provide a description of DCPS's process for providing HHIP to students who are in-patient at The Psychiatric Institute of Washington ("PIW"), Children's National Medical Center ("CNMC"), and St. Elizabeths Hospital, including a description of any challenges DCPS faces in accessing and providing services within those settings and an update on any MOUs that are contemplated.**

DCPS recognizes the importance for parents of students with special needs to understand special education services, as well as their child's progress, so they can be the best possible advocates for their child. The goal is to establish a continuous, individualized education program closely related to that of the student's local school. Each of the processes at Psychiatric Institute of Washington (PIW), Children's National Medical Center (CNMC), and St. Elizabeth's is described below:

*Psychiatric Institute Washington (PIW)*

Within DCPS, the HHIP, Resolution, and Health and Wellness teams are currently in the process of creating a Memorandum of Understanding with PIW. Program staff experienced the following obstacles as it relates to PIW:

- Parent's unwillingness/reluctance to share child's medical status. Parent consent is integral to the notification process. If DCPS is unable to confirm that a student is receiving treatment and the level of treatment, we are also unable to provide services.
- Students at PIW are often in crisis and are unable to access the education. PIW prioritizes the medical stabilization of the child and may not recommend educational services.

*Children's National Medical Center (CNMC)*

Over the past few years, DCPS has strengthened the relationship with CNMC. Specifically, CNMC provides the HHIP office with treatment cycles related to cancer and other serious conditions. In the past, HHIP staff has supported several students that have scheduled treatments (e.g. chemo therapy, radiation, etc.), students who are medically fragile, and students who have frequent hospital visits due to sickle cell crisis.

- When CNMC sends a Physician Verification form directly to HHIP, or a CNMC representative reaches out to HHIP, the HHIP office will trigger the referral process and notify the school-based team of next steps.
- If a student is approved for HHIP services, the HHIP team works with the CNMC team and the student's parents to schedule services around medical treatment.

#### *St. Elizabeth's Hospital*

Currently, students referred to HHIP from St. Elizabeth's are court referred. The HHIP team provided services to fewer than 10 students during the 2017-2018 School Year.

If a student is referred from St. Elizabeth's for a medical reason and is approved for HHIP services (determination follows the same protocol), the HHIP team coordinates services with the student's case manager at St. Elizabeth's.

#### **Q94: How many physician verification form referrals did HHIP receive directly from CNMC in SY16-17, SY17-18, and SY18-19 to date?**

HHIP does not track the origin of referrals. When a referral is triggered by an external source, the HHIP team notifies the HHIP designee and the eligibility determination process is triggered.

#### **Q95: Does DCPS track the number of students who are in-patient at CNMC or PIW annually? If so, how many applications were received in SY16-17, SY17-18, and SY18-19 to date? How many children at CNMC and PIW received HHIP services while in-patient in SY16-17, SY17-18, and SY18-19 to date? How long did they receive HHIP services?**

DCPS is committed to protecting the dignity and privacy of students and their families when they are confined to any home or hospital. We balance this commitment with high quality service delivery and instruction.

Parents must give hospitals permission to share patient information with the school system. If a hospital contacts DCPS, the parents consented to sharing that information with the HHIP team. The school also needs to be notified to create plans for the student. DCPS does not track the referral source; we initiate the process.

### **Stakeholder Engagement and Communication**

#### **Q96: Please describe DCPS' public engagement activities for SY17-18 and to date in SY18-19.**

DCPS values families and community members as partners to improve academic outcomes for students. With the help of the DCPS community, the Office of Family and Public Engagement has worked to refine and enact a clear vision and strategy for partnering with DCPS stakeholders. This strategy accelerates the success of every student in the District.

- The Office of Family and Public Engagement Vision Statement states simply and directly the change in DCPS we wish to see:
  - Every student's success is accelerated by partnerships with families and communities.
- The Mission Statement provides a clear, simple, and compelling framework for guiding behavior and decision-making:
  - The Office of Family and Public Engagement improves outcomes for every student in DC Public Schools by fostering collaborative partnerships between and among schools, families, and the greater DC community.
- To live the Office of Family and Public Engagement mission and to strive to meet the vision, DCPS works to ensure the work is aligned to a Theory of Action:  
If we...
  - Build and sustain relationships between and among DCPS, families, communities, and partners that increase trust;
  - Increase access to information, resources, and DCPS leadership and staff;
  - Increase transparency and provide stakeholders with timely and equitable opportunities to advise DCPS priorities;
  - Build capacity in schools and central office to partner with families and communities to improve student outcomes;
  - Then, every DCPS student's success will be accelerated by partnerships with families and communities.

Below is a list of how DCPS has led engagement efforts throughout FY2018 and to date in FY2019:

- 1. District-Level Engagement Activities**
- 2. Targeted School and Stakeholder Engagement Activities and Resources**
- 3. Chancellor and DCPS Leadership Engagement Activities**
- 4. Digital Engagement Activities**
- 5. Community Outreach and Relationship Building**

#### **1. District Level Engagement Activities**

- **Budget Engagement (FY2018 and FY2019 to-date)**  
Each year, DCPS hosts a series of meetings to seek feedback from school communities on the budget for the upcoming fiscal year. In these meetings, participants help shape the district-level priorities for the upcoming budget, and they learn how school communities should work together to develop their own budgets. Specifically, this effort included:
  - **FY2018 Engagement (for the FY2019 Budget)**
    - DCPS held its public hearing for the FY2019 budget on November 14, 2017 at Stuart-Hobson Middle School. Written testimony was collected in addition to being transcribed and recorded. Twenty-eight people testified.
    - The Chancellor held Community Forums on November 7, 2017, December 12, 2017, and January 9, 2018 to engage with the community on the FY2019 DCPS Budget. At these forums,

community members had the opportunity to hear from Chancellor Wilson and DCPS leadership to learn more about the DCPS budget process as well as to provide their own feedback and concerns for the FY2019 budget.

- On December 21, 2017, Chancellor Wilson held an informal budget hearing to hear from about 40 students — two from each of the city’s public high schools- to get their feedback on how DCPS should distribute funds in their schools. The Chancellor asked students how the system could address their needs and how they would invest a hypothetical \$1 million in schools.
- In School Year 2017-2018, the Community Engagement Team hosted three webinars for LSATs specific to budget engagement. These webinars were held on December 4, 2017, for enrollment projections, on January 10, 2018, for school budgets, and a final webinar on February 21, 2018.
- **FY2019 Engagement to-date (for the FY2020 Budget)**
  - DCPS held its public hearing for the FY2020 budget on November 27, 2018 at Phelps Architecture, Construction, and Engineering (ACE) High School. Written testimony was collected in addition to being transcribed and recorded. Twenty-three people testified.
  - DCPS Leadership held a Public Budget Forum on December 12, 2018, at 8:30am at Moten ES and 6:00pm at Janney ES to engage with the community on the FY2020 DCPS budget. At these forums, community members had the opportunity to hear from DCPS leadership, to learn more about the DCPS budget process, and to provide feedback and concerns for the FY2020 budget.
  - In School Year 2018-2019, the Community Engagement Team hosted three roundtables for LSATs specific to budget engagement. On January 8, 2019 at Takoma Education Campus, January 9, 2019 at Burrville ES, and January 15, 2019 at Payne ES.
  - In School Year 2018-2019, the Community Engagement Team has hosted two webinars thus far for LSATs specific to budget engagement. On October 3, 2018, a webinar was conducted on enrollment projections, and on November 9, 2018, a webinar was hosted on budget timeline and overview. There will one additional webinar on budgets on January 29, 2019.
- **Back to School Block Party (FY2018)**

To welcome the DCPS community back to school, The Office of Family and Public Engagement led the coordination of the Back to School Block Party for a 2<sup>nd</sup> year. In prior years this annual event was in the State of Schools Address format, which was a more formal gathering to update stakeholders on DCPS work and programs.

  - More than 1,000 DCPS parents, staff, community members, educators, and supporters attended the 2018 Back to School Block Party on Saturday, September 22, 2018 at Anacostia High School.
  - Highlights of the event included:
    - VIP Speakers included Mayor Bowser, Interim Chancellor Amanda Alexander, Councilmember Trayon White, and Anacostia High School Principal William Haith.

- Thirty-eight partner booths were featured at the Block Party. Partners highlighted programs, provided resources and materials, and featured opportunities for hands-on fun.
- The Kids Zone included a DJ, multiple Moon Bounces, mini-golfing, arts and crafts, early childhood activities, and story time with the Chancellor.
- Seven groups performed including Amidon-Bowen ES Cheerleaders, Barnard ES Band, Anacostia HS Student Rappers and Drumline, Garfield ES Pep Band, Columbia Heights Education Campus Marching Band, Houston ES Student Hand Dancers, and the National Hand Dance Association.
- Free swag, food, and resources were available to all attendees.

## 2. Targeted School and Stakeholder Engagement Activities and Resources

The Office of Family and Public Engagement often works individually with schools, parent leaders, or neighborhoods to address specific issues or concerns. In these instances, the team employs an engagement strategy that involves attending and hosting both ward and community-level meetings and providing resources to community members and parents to help them determine how to be effective advocates for their students. Examples are included below.

- **Direct Support to Schools**

- In FY2018 the Community Action Team (CAT) continued to develop and provide Community At-a-Glance (CAG) sheets, an at-a-glance dashboard for new school leaders that helps prioritize stakeholder engagement in their first 90 days, as well as over the school year. Information includes school partnerships, recent “hot” topics raised at the school among parents, listservs and local papers to subscribe to, and a listing of LSAT, PTA, Councilmember, SBOE, Ombudsman, and other community resources with contact information. Because of their popularity, CAG sheets have been created for nearly all schools.
- The Office of Family and Public Engagement provides technical assistance and resources to school staff and parent leaders as requested. Examples of requests for assistance in FY2018 and FY2019 to date, include:
  - Working with new Principals on strategies to meet their community and to create opportunities for parent involvement with activities such as coffee chats, parent nights, enrollment events, and family activities.
  - Working with Principals on the creation of the School Improvement Teams (SITs) to ensure there is equal representation from teachers, parents, and members from the broader community.
  - Providing Back to School Night and Open House guidance materials, technical assistance, and on-site support.
  - Bridging relationships between school staff and parents in schools where these relationships have been strained, so these individuals can work together productively to advance school goals and student outcomes.

- **Direct Support to Parent Leaders**

The CAT works directly with school parent organizations in their wards to help them reach more parents and work more effectively with school staff. CAT Coordinators also work with parent leaders at schools where there is no parent organization to assist them in starting and maintaining this type of organization. Some examples of these efforts include:

- Updated guidance documents for LSATs were posted to the DCPS website at the beginning of School Year 2018-2019, along with communications to school leaders informing them of the continued emphasis on the LSAT role at the school and district level.
- To date, the team has gathered LSAT rosters for 110 of 116 DCPS schools. The CAT is also collecting monthly LSAT meeting minutes from the schools in their wards.
- In School Year 2018-2019, the CAT continued to enhance and expand an online toolkit for LSAT members and principals. This toolkit contains a number of items, including relevant templates and sample documents, FAQs, budget materials, and Spanish-language resources.
- In School Year 2018-2019, the CAT has hosted three webinars for LSATs on: 1) DCPS Enrollment Projections, 2) School Budgets, and 3) STAR Ratings and the DC School Report Card. These live webinars were also recorded and published to the DCPS website, along with webinars from previous school years. The CAT plans to continue hosting webinars through the rest of School Year 2018-2019 and beyond, and already has a second budget webinar scheduled for late January.
- In order to continue to build the capacity of LSAT members, a monthly newsletter was created, and the first edition was distributed on September 6, 2018. The newsletter is sent from each Ward's respective CAT Coordinator and includes a personalized message, action items, upcoming dates, suggested agenda items, supporting resources, a featured FAQ, a connection to student learning, and a highlight from an LSAT in the district.

- **Resources for Families**

- A [Parent Organization Start-up Guide](#) is available on the DCPS website, and includes comprehensive information about the steps involved in creating a parent organization at the school level. A toolkit provided by the Washington Lawyers Committee is also available, which outlines the process for parent organizations seeking to start a Nonprofit 501c3.
- [Parent Curriculum Guides](#) are available on the DCPS Website in five languages. These guides give families an overview of what their students are learning in DCPS and what they can do to support them at home.
- Additionally, the Parent Resources section of the DCPS website includes information for families regarding school and enrollment details, program resources and guidance, immigration information, student athletics and activities, transportation information, policy statements, and the DCPS philosophy and approach.

### 3. Chancellor and DCPS Leadership Engagement Activities

DCPS prioritizes family and community engagement as a critical component to reaching Capital Commitment goals. The Office of Family and Public Engagement coordinates the participation of the Chancellor and other key DCPS leaders at many parent- and community-facing activities, including:

- **Chancellor's Community Forums**

The Community Engagement Division (CED) launched the Monthly Chancellor Community Forums with Chancellor Wilson in FY2018. Chancellor Wilson and DCPS Leadership hosted community forums each month in different wards around the

District, with a session in the morning and a session in the evening. During these sessions, parents and community members had the opportunity to engage directly with leaders to share their interests and ideas related to DCPS initiatives. Each session includes several components: information sharing on funding, policies, or new data, small group break-outs and sharing out to other groups, feedback gathering, and a question and answer session with the Chancellor and DCPS Leadership. DCPS held four community forums under Chancellor Wilson's leadership: October 3, 2017, November 7, 2017, December 12, 2017 and January 9, 2018. Topics have included the DCPS Strategic Plan, the DCPS Budget Process, and DCPS Budget Priorities for FY2019.

- October 3, 2017 (Strategic Plan Engagement)
  - Smothers ES Attendance: **24**
  - Kelly Miller MS Attendance: **22**
- November 7, 2017 (FY2019 Budget Engagement)
  - Luke C. Moore HS Attendance: **50**
  - Columbia Heights EC Attendance: **70**
- December 12, 2017 (FY2019 Budget Engagement)
  - Eastern HS Attendance: **60**
  - Savoy ES Attendance: **47**
- January 9, 2018 (FY2019 Budget Engagement)
  - LaSalle-Backus EC Attendance: **29**
  - Lafayette ES Attendance: **31**
- February 6, 2018 (Cornerstone and Teaching and Learning Overview)
  - Oyster-Adams Attendance: **23**
  - Hardy MS Attendance: **41**

Under the leadership of Interim Chancellor Amanda Alexander, DCPS held three additional community forums in FY2018: March 6, 2018, April 3, 2018, and May 15, 2018 to share information about college and career programs, attendance and truancy policy revisions, and the launch of the Graduation Excellence work. Community buildings such as churches and libraries were utilized to try to reach new community members.

- March 6, 2018 (College and Career Programs)
  - H.D. Woodson HS Attendance: **40**
  - Union Temple Baptist Church Attendance: **18**
- April 3, 2018 (Attendance and Truancy Policy Revisions)
  - Payne ES Attendance: **18**
  - Woodridge Library Attendance: **20**
- May 15, 2018 (Graduation Excellence)
  - Garrison ES Attendance: **22**

- **Chancellor's Parent Cabinet**

The Chancellor's Parent Cabinet is a group of 24 DCPS parents from all eight wards that were selected through a competitive application process. At each meeting, the Cabinet hears from the Chancellor, and typically a DCPS leadership team member, about a relevant and timely DCPS policy or program and is tasked with giving feedback during each meeting. In advance of meetings, Cabinet members often receive questions to pose to their local school communities so their feedback in meetings represents a broader parent voice. Members are encouraged to attend

meetings in their wards to share updates on what is discussed in Cabinet meetings. DCPS uses this feedback to shape and inform decisions on policies and programs.

- The School Year 2017-2018 Parent Cabinet engaged with Chancellor Wilson, Interim Chancellor Alexander, and other DCPS leadership team members on school budgets, middle school initiatives engagement strategies, and college and career readiness. Members also heard updates regarding the launch of Excellence through Equity Funding, funding for Student Empowerment and Equity Programs such as Empowering Males of Color and Empowering Young Women as Leaders, as well as the DCPS Grading Policy.

- **Parent and Community Advisory Boards (New Iteration of Parent Cabinet)**

In FY2019 the Community Engagement Division launched five parent and community advisory boards to provide parents and community members additional opportunities to engage with DCPS Leadership. The members of the advisory boards were selected from all eight wards through a competitive application process. The five advisory boards consist of the following:

- Chancellor Parent Advisory Board led by Interim Chancellor Amanda Alexander
  - This group has met every other month and consists of 24 DCPS parents
- Deputy Chancellor for Innovation and Systems Improvement Advisory Board led by Interim Deputy Chancellor, Amy Maisterra
  - This group has met every other month and consists of 17 DCPS parents and community members
- Deputy Chancellor for Social Emotional Academic Development led by Deputy Chancellor, Melissa Kim
  - This group has met every other month and consists of 17 DCPS parents.
- Strategic School Planning Advisory Board led by Deputy Chief, Claudia Lujan
  - This group has met every other month and consists of 13 DCPS parents and community members.
- Special Education Advisory Board led by Deputy Chief of Specialized Instruction, Kerri Larkin.
  - This group has met every other month and consists of 13 DCPS parents who have identified their children as having a disability.

- **Living Room Chats**

- Chancellor Wilson participated in three Living Room Chats. During these small and intimate meetings, the Chancellor and other DCPS leaders had the opportunity to meet with families and community members from Wards 7, 4, 3, and 1.
  - During the meeting in Ward 7 in November 2017, about a dozen parents and community members discussed topics, such as upcoming initiatives in the ward, programmatic offerings, and strategic school design for Ward 7.
  - For the meeting in Ward 4 in December 2017 with Cleveland ES families, more than a dozen participants held the meeting in Spanish and

discussed the needs of the LatinX, immigrant, and ELL DCPS families. Some topics discussed were equity, language access, academic rigor, and preparedness for middle school.

- In January 2018, a small group of families and community members gathered in Ward 3 with Chancellor Wilson and other DCPS leaders to discuss topics specific to their ward. Topics discussed included: middle school athletics, extended year school calendar, high school start times, wraparound services, technology, and equity.
- In late February 2018, Interim Chancellor Alexander met with families in Ward 6 for a living room chat to better understand the needs of southwest families and Jefferson MS feeder school needs.
- In August 2018, Shepherd ES families met in Ward 4 with Interim Chancellor Alexander to hold a living room chat to discuss the book, *Going Public by Shelly Harwayne*. The discussion focused on parent engagement and best practices for creating a welcoming environment within a school community.
- Additionally, the Family Engagement Division, along with Chancellor Alexander, conducted a family engagement book club that also focused on the book, *Going Public by Shelley Harwayne*. This book club, “Rethinking Roles: A Parent Book Club with the Chancellor,” brought together almost 50 community leaders from across the city to talk about important issues facing DCPS. The book club sessions took place on November 28, 2018 and December 20, 2018 at the Dorothy Height Benning Road Library and Cleveland Park Library respectively. These sessions also included a panel discussion with the Chancellor and various community leaders including the WTU president, teachers, and principals.

#### 4. Digital Engagement Activities

DCPS is recognized as a leader among school districts for its use of social media as a tool for engaging parents and community members. Through the website, emails, and social media outlets, DCPS provides critical updates about school closings, opportunities for parent and student involvement, and information that showcases what is happening in schools.

- **DCPS Website ([dcps.dc.gov](http://dcps.dc.gov))**
  - The DCPS website is the main digital platform for communicating information to stakeholders. Between the end of FY2017 and the end of FY2018, there were nearly 1.4 million users and nearly 8 million page views on the DCPS website.
- **Social Media**
  - **Twitter (Started in January 2010):** Twitter is DCPS’ most popular social media tool, where DCPS shares good news, critical information, and allows stakeholders to interact directly. Twitter has also become a great “listening” tool, to view what stakeholders are tweeting about so that DCPS can better respond to their needs. DCPS has significantly increased its Twitter following over the last year. At the end of FY2018, DCPS had 61,422 followers, an increase of 18 percent from the prior year.
  - **Instagram (Started in August 2011):** DCPS uses Instagram to share photos of activities happening across DCPS and engage students, families, and community members. Instagram followers over the last year have grown by 24 percent to more than 9,900 followers at the end of FY2018.

- **Facebook (Started in Jan. 2010):** Facebook is used to share good news and critical information, and to provide an opportunity for stakeholders to interact with DCPS and each other. With more than 19,500 fans at the end of FY2018, DCPS has increased Facebook fans by more than 14 percent over the prior year.
- **Snapchat (Started in Aug. 2016)** DCPS launched a Snapchat account in School Year 2016-2017 but decided to stop using the Snapchat app once Instagram launched its “Stories” feature. Since the DCPS Instagram account has far more followers than the Snapchat, the decision was made to maximize the Instagram audience.
- **Newsletters and Emails**  
DCPS sends periodic emails to more than 100,000 DCPS stakeholders including parents, all DCPS employees, City Council and DC government members, partners, community members, and others who have signed up to receive regular updates about DC Public Schools, with **updates about key initiatives and priorities**, including PARCC results, invites to district-wide events, and opportunities to weigh in on DCPS policies and direction. DCPS plans to increase this outreach with the arrival of Incoming Chancellor Ferebee.
- **Blackboard Connect**  
Blackboard Connect is the robocall, texting, and email service that all schools and central office use to do mass communications with parents and families. The system is also used by schools to send attendance reminders when students are not in school.

## 5. Community Outreach and Relationship Building

Over the last several years the Office of Family and Public Engagement has expanded their work to reach all eight wards comprehensively and to build more trusting and transparent relationships with key family, community, and public stakeholders. The four-member Community Action Team (CAT) has enabled DCPS to connect more deeply with currently engaged stakeholders and to make connections with new stakeholders. The CAT is composed of four coordinators assigned to two wards each who work to expand DCPS’ presence in those communities and cultivate relationships with stakeholders. The goals of the CAT are to build trust with the community and to create a feedback loop within central office to ensure community input and perspectives inform policies and programs. CAT Coordinators also work closely with school staff in their wards to design school-level engagement strategies and to support schools with involving stakeholders, such as families, education advocates, ANCs, and State Board of Education representatives, among others.

### Community Action Team (CAT)

Wards	Name	Email Address
CAT Team	Elias Hoffman	Elias.hoffman@dc.gov
1 and 4	Raquel Ortiz	Raquel.Ortiz@dc.gov
2 and 3	Katie Mustian	Katherine.Mustian@dc.gov
5 and 6	Quintin Floyd	Quintin.Floyd2@dc.gov
7 and 8	Sharona Robinson	<a href="mailto:Sharona.robinson@dc.gov">Sharona.robinson@dc.gov</a>

- **FY2018 and FY2019 Support for Local School Advisory Teams (LSAT)**  
Over this time period, The CAT increased their emphasis on support to Local School Advisory Teams (LSAT) in their wards. An LSAT is a group of parents, teachers, non-

instructional school staff, a community member, and in some cases students, who meet regularly to advise the principal on matters that promote high expectations and high achievement for all students. LSATs are mandated to exist in every DCPS school.

- In FY2017 the CAT introduced the LSAT Toolkit, a central online location to house a number of resources designed to increase the knowledge and improve the function of LSATs. The toolkit includes recorded webinars, best practices, downloadable templates, and budget materials. Each CAT coordinator held community office hours to offer technical assistance and other supports to LSAT members.
- In FY2018, The CAT expanded their support to LSATs through additional toolkit materials, more regular webinars on a range of LSAT-related topics, as well as monthly newsletters sent by each CAT coordinator. The Community Engagement Division also offered a series of roundtable discussions on the DCPS budget process so that LSAT members could provide input on the budget and feel equipped to meaningfully advise the principal on their school's budget.

**Q97: DCPS conducts student and parent surveys to provide valuable information to central office and school-based staff on such things as academic and extracurricular programming, communications, and facilities. How many surveys were collected of each regarding SY17-18? And what were the key findings of those surveys? Please provide copy of the surveys and results.**

**a. How has the agency changed its practices as a result of such feedback?**

**Student Surveys.** In FY2018, DC Public Schools launched a new survey, the Panorama Survey, to measure student social-emotional learning, school climate, and engagement. This survey replaced the previous student survey and was administered in the spring of 2018 to students in grades 3 and higher. In 2018, 72 percent of students responded to the survey.

**Survey Content.** Compared to FY2017, the content of the survey was new, focusing on social-emotional learning, school climate, and engagement. However, it also included the student satisfaction index, which is made up of eight questions that gauge student satisfaction on a number of school characteristics such as whether schools are clean and well-maintained, whether schools are safe and under control, and how well schools engage families. The student satisfaction index was used over the past five years to measure Goal 4 of the previous Capital Commitment.

The new student survey questions were grouped into SEL measures such as questions on students' social awareness and self-management, and SEL supports and environments such as questions on students' sense of belonging and teachers' rigorous expectations of students.

#### **Student Survey Key Findings**

- Overall **72 percent** of 3-12 grade students responded to the survey.
- Overall, **83 percent of students were satisfied with their school.**
- Students in grades 3-5 reported high ratings of rigorous expectations (85 percent) but lower ratings of their own self-management (65 percent).
- Students in grades 6-12 reported high ratings of their own cultural competency (92 percent) but lower sense of belonging in their schools (53 percent).

- Black males reported the lowest ratings of self-management in grades 3-5 (57 percent); multiracial females had the lowest sense of belonging in grades 6-12 (42 percent).

**How was the data used?** As social and emotional learning has become a priority for the district, DC Public Schools created data reporting tools for Central Office and schools to have easy access and useful ways to analyze the survey data.

The survey was used by schools to understand the SEL competencies of their students and determine their focus areas for SEL. Relatedly, schools also used the survey to set SEL goals as part of their Comprehensive School Plans for School Year 2018-2019. The results of the survey also helped the Central Office SEL team to identify schools that need extra support, training and/or resources around social and emotional learning. The SEL items in the survey were also used to create a new loved, challenged, and prepared index to measure Goal 4 of the district's Capital Commitment that 100 percent of students feel loved, challenged, and prepared. The Capital Commitment Year 1 report can be found [here](#).

DCPS is also using the student survey results, in particular the Student Satisfaction Index, as a measure of success across a number of contexts. For the Empowering Males of Color (EMOC) initiative, the Student Satisfaction Index is a key metric on the EMOC scorecard provided to each school and used to gauge the outcomes for Males of Color at each school. In addition, the Student Satisfaction Index is one of the metrics school leaders can use as a goal that they are held accountable for reaching each year through the IMPACT system.

A copy of the student survey results can be found here: [dcps.dc.gov/surveys](https://dcps.dc.gov/surveys)

**Parent survey.** DC Public Schools launched a new parent survey in FY2018 to measure parent perspectives on satisfaction with their child's school, parent engagement and communication, and their child's social-emotional learning. In the spring of 2018, DC Public Schools administered the Panorama family surveys to parents of students in kindergarten and higher. DCPS received feedback from 5,770 families, roughly 12 percent of the family population. The survey content was developed in partnership with the Office of Family and Public Engagement and Office of Equity.

#### **Family Survey Key Findings**

- Overall, **74 percent** of families responded that they were satisfied with their school
- Overall, **76 percent** of families responded favorably to questions about the school and district's communication with parents.
- Overall, **74 percent** of families responded favorably to questions about their perceptions of teachers' rigorous expectations of their child.
- Overall, **60 percent** of families responded favorably to questions about their perceptions of their child's perseverance.

**How was the data used?** The survey was an important step in defining metrics for how DCPS measures parent engagement and to share these metrics more transparently with the public. Schools received the parent survey results in a dashboard and received guidance from Office of Family and Public Engagement about how to use the data to improve parent engagement. The results of the survey were also used by the Office of Family and Public Engagement as a baseline for understanding priority areas to support families better, including increasing family survey response rates of low-achieving schools.

A copy of the family survey results can be found here: [dcps.dc.gov/surveys](https://dcps.dc.gov/surveys)

**Q98: Please specify the student recruitment and outreach efforts that were implemented in SY17-18 and that will be made in SY18-19 to reach families and students. In addition, please specify:**

- a. The agency's timeline for student recruitment;**
- b. The agency's goals for student enrollment;**
- c. How DCPS publicized schools throughout the communities; and,**
- d. The resources allotted for this effort.**

Student recruitment within DCPS is a year-round commitment. However, the majority of recruitment efforts align with the My School DC lottery timeline, which will occur over the following period:

SY19-20 My School DC Lottery Application Timeline	
Monday, December 8, 2018	My School DC EdFEST
Saturday, December 10, 2018	My School DC Application Opens
Friday, February 1, 2019, 11:59pm EST	Application Deadline (grades 9-12)
Friday, March 1, 2019, 11:59pm EST	Application Deadline (grades PK3-8)
Friday, March 29, 2019	Lottery Results Released
Wednesday, May 1, 2019	Lottery Enrollment Deadline
Monday, October 7, 2019	Count Day (tentative, TBD by OSSE)

Before the launch of the My School DC lottery application in mid-December, many schools begin conducting open house events for prospective families as early as October and November. For many schools, these events are hosted up until the lottery application deadlines in February and March. This year, the sixth annual DC EdFEST hosted by My School DC took place in December. This event showcased all DCPS schools and participating charter schools, enabling families the opportunity to understand the variety of public school options they have within the district. Similar to last year, DCPS produced another updated version of the DCPS School Guide. Available in both English and Spanish, parents can use this guide to learn about the variety of programs offered at DCPS. See **Q98\_Attachment\_FY18 DCPS School Guide SY19-20 – English**.

**a. The agency's goals for student enrollment;**

As part of the five-year Capital Commitment strategic plan for 2017-2022, DCPS is striving for the goal of enrolling at least 54,000 students by 2022. In School Year 2018-2019, DCPS saw an increase in enrollment with an audited enrollment of 49,056 students. This is the first time DCPS has enrolled more than 49,000 students since 2007. In an effort to support schools in reaching clear enrollment goals that are mapped to achieving the larger 2022 Capital Commitment enrollment goal of 54,000, DCPS continues to approach student enrollment and recruitment with strategies that both manage and set clear expectations and benchmarks for schools throughout the enrollment season. Student enrollment and recruitment within DCPS is a year-round commitment. New focus areas include:

- *Increase Lottery-Match Enrollment.* While DCPS increased the number of lottery matches in School Year 2018-2019, and 75 percent of those lottery matches were

enrolled in DCPS by 10/5/18 (an increase from 74 percent in SY17-18), DCPS plans to execute strategies to continue to increase this capture rate for School Year 2019-2020.

- *Focus on re-enrollment.* DCPS increased re-enrollment to 85 percent in School Year 2018-2019. The time to re-enroll students is before the end of the school year. DCPS will continue working with schools to maximize the time when students are in the school building through increased efforts to re-enroll students. This enables schools to use the summer to focus on final enrollment pushes and engaging with enrolled families to ensure that students that complete enrollment in the spring, remain enrolled in the fall.
- *Targeted Enrollment Supports.* DCPS will provide supports to schools with growth goals that include, but are not limited to, development of marketing materials, event support, and admin premium and overtime funds, and student enrollment incentives. In addition, DCPS will provide grade-band specific supports, including Preschool and Prekindergarten marketing materials distributed to daycare centers, marketing materials promoting feeder patterns encouraging elementary grade retention, and promotional middle and high school booklets distributed to rising sixth and ninth grade families.

**b. How DCPS publicized schools throughout the communities; and,**

DCPS uses a variety of strategies to publicize our schools to the community, which include collaborating internally with other Central Office teams, as well as partnering with outside organizations.

**Toolkit for Schools**

The best community outreach is done at the school level. Launched in December 2017, the DCPS Student Recruitment Toolkit provides schools with key information, resources, and support toward a successful enrollment season. The Toolkit is broken out based on the annual cycles of enrollment season, and new installments are added based on school request and identified need. Toolkit entries include: open house best practices, customer service best practices, engaging feeder families, and marketing materials templates.

**Marketing Campaign**

An updated version of *A Family Guide to DCPS High Schools*, a promotional marketing material to help families learn about their DCPS feeder, selective, and out-of-boundary high school options, will be mailed to every DCPS eighth grade student. Each school can also use their school page for individual promotion. The guide will be disseminated via key community partners including Higher Achievement and SHAPPE (Senior High Alliance of Parents, Principals and Educators) and will be available in English and Spanish. DCPS is also engaging in a social media campaign promoting DCPS high schools on three social media platforms (Facebook, Twitter, Instagram).

DCPS also produced a similar version of this booklet showcasing middle schools, which will be mailed to every DCPS fifth grade student, and each school will be able use their school page for individual growth promotion. It will also be available in Spanish.

This winter, DCPS is launching an ad campaign on Metrobus, Metrorail, and radio. These ads highlight the variety of opportunities DCPS provides students through early childhood education, dual language schools and programs, college and career opportunities in high schools, middle schools, and more. In addition, DCPS is launching an ad campaign on bus shelters and via social media to ensure that families of closing charter schools know their DCPS options.

### **Feeder Promotion**

New this year, DCPS produced a feeder booklet that outlines all the individual feeder patterns and showcases the programming available in the individual schools in each pattern. It was included in the 2,000 EdFEST bags, is available online and can be used promotionally and informationally by schools. See **Q98 Attachment\_DCPS Feeder Booklet SY19-20.pdf**. In addition, DCPS will also be piloting Feeder Fests, designed to encourage current and feeder families to engage with the schools and programs in their feeder pattern, and for feeder schools to grow relationships among each other. SY19-20 Feeder Fests will be piloted with the Anacostia, Ballou, Coolidge, and Eastern feeder patterns.

### **Community Engagement and Grassroots Outreach**

The DCPS Community Action Team (CAT) is responsible for assisting DCPS stakeholders with access to information and resources; and with communicating emerging needs and trends back to DCPS. The CAT is comprised of four individuals who represent two Wards each, and they are spreading the word about school- and District-level recruitment events via listservs and social media.

### **Early Action PK Campaign**

PreK is available in Washington, DC, but not guaranteed. DCPS' Early Action PreK guarantees access to in-boundary PK3 and PK4 programs for all families who enter the lottery. Four new schools have been identified for School Year 2019-2020 Early Action PreK, making this option available at 17 Title I DCPS schools. To support these efforts, Early Action schools will receive marketing materials, professional development support, and regular lottery application updates to track progress. See **Q98 Attachment\_Generic Early Action Flyer SY19-20.pdf**. These materials will also be disseminated to local infant centers targeting rising PK3 families.

### **Website Update**

In addition to the main website, DCPS worked to develop 28 new websites for schools, with nine on deck for School Year 2018-2019, totaling 37 during FY2019.

#### **d. The resources allotted for this effort.**

The following resources were allocated for student recruitment in FY2018 and an overview of planned spending for FY2019.

<b>Initiative</b>	<b>FY2018 Spend*</b>	<b>FY2019 Planned*</b>
2018 EdFEST	\$50,000	\$60,000
Marketing Materials (e.g. school promotional materials, mailers, Early Action PK materials, HS/MS booklet, feeder booklet, school swag)	\$290,000	\$170,000
Citywide Marketing Campaign	\$150,000	\$170,000
School Support (e.g. incentives, grassroots support, event support)	\$600,000	\$550,000
<b>Total</b>	<b>\$1.09 M</b>	<b>\$950,000</b>

Dedicated staff support for enrollment and recruitment efforts	8 FTEs	8 FTEs
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\*Note these are estimates

## General Questions

**Q99: Provide a current organizational chart for DCPS and the name of the employee responsible for the management of each office/program. If applicable, please provide a narrative explanation of any organizational changes made during FY18 or to date in FY19.**

From FY2017 through fall of 2018, DC Public Schools implemented a reorganization of Central Office to better align supports to meet the six big goals outlined in the strategic plan and meet the needs of all students, especially students furthest away from opportunity. The reorganization included creating four offices led by the Senior Leadership Team:

- Deputy Chancellor of Innovation and Systems Improvement
- Deputy Chancellor of Social Emotional and Academic Development
- General Counsel
- Chief of Staff

The Senior Leadership Team (SLT) was created to help the organization work more efficiently and effectively to meet our big goals. SLT members work closely with the Chancellor to enable the work to move quickly, support Chancellor decision-making, and ensure collaboration across teams.

In FY2018 and to date in FY2019, DCPS made three additional changes to the central office organizational structure:

1. **The Office of Integrity** was created in early 2018 to provide a specific point of contact for students, families, and stakeholders questions and concerns.
2. Support systems for DCPS's educator development model, **LEAP**, moved into the Office of Teaching and Learning from the Office of Equity. In FY2018, 500 LEAP leaders conducted over 11,700 LEAP Seminars and 28,000 coaching touchpoints with teachers. This move allows for LEAP team members to closely collaborate on content and curriculum, including supporting LEAP Leaders in developing coaching skills and focusing on data analysis to plan their LEAP cycles. It also supports Academic Leadership Teams in planning for SY18-19.
3. The **Office of Data Systems and Strategy** was created in FY2019 (January 2019) to align systems, infrastructure, and processes to maximize the impact on students and staff.

DCPS's current organization system is as follows (See **Q99 Attachment\_FY18 DCPS Org Chart.pdf**, attached, for an organizational chart with titles).

- The **Office of the Chief of Staff** provides strategic direction and maximizes collective impact by supporting intergovernmental affairs, internal and external communications, and strategic initiatives.
- The **Office of the General Counsel** leads and manages the legal affairs of the district.
- The **Office of Social Emotional and Academic Development (SEAD)** brought together the academic, social emotional learning, and equity work into one office to support all students, especially students furthest from opportunity. SEAD includes:



- Office of Elementary Schools: This office includes our instructional superintendents for elementary schools, early childhood education, and the 1<sup>st</sup> grade academy.
- Office of Secondary Schools: This office includes the superintendents for secondary schools, athletics, graduation excellence, and college and career programs.
- Office of Equity: This office leads work that explicitly focuses on equity, including creating great school cultures; ensuring social emotional learning; promoting disruptions to institutional bias through conversation about race, class, privilege, and bias as adults; and programs that ensure success for students of color, like Reign and Empowering Males of Color (EMOC). The Equity Office also includes the key levers for how we support and share expectations with our staff – IMPACT and leadership development.
- Office of Family and Public Engagement: This office leads our community and family engagement work, including home visits.
- Office of Teaching and Learning: This office includes curriculum, language acquisition, and special education.
- Office of School Design and Continuous Improvement: The Office of School Design and Continuous Improvement ensures the development, growth, and continuous improvement of excellent schools by focusing on enrollment, school planning, and implementing a framework of differentiated supports and autonomies to schools aligned with OSSE's STAR Rating System.
- The **Office of Innovation and Systems Improvement (ISI)** brings together the work of building strong systems across the organization so that schools and staff can serve all students equitably, especially students furthest from opportunity. ISI includes:
  - Office of Chief Business Officer: The Business Office brings together all teams that manage financial systems and resources in order to be more aligned and transparent.
  - Office of Chief Operating Officer: This office includes compliance, facilities, and school operations.
  - Office of Talent and Culture: This office includes employee services, talent recruitment, and labor management.
  - Office of Integrity: This office works with staff, students, parents, and the greater community to respond to questions and concerns on policies and compliance.
  - Office of Data Systems and Strategy: This new office includes data, school data support, assessments, and information technology for the agency. It was created to align systems, infrastructure and processes to maximize the impact on students and staff. Note: This office was formed in January 2019, after FY2018 closed.

*Please see: Q99 Attachment\_FY18 DCPS Org Chart.*

**Q100: Provide the agency's performance plan for FY18. Did DCPS meet the objectives set forth in the FY18 performance plan? Please provide a narrative description of what actions the agency undertook to meet the key performance indicators, including an explanation as to why any indicators were not met.**

*Please See Q100 Attachment\_FY18 DCPS Performance Plan, the performance plan.*

Please see below for a description of the actions the agency undertook to meet key performance indicators and initiatives. This information is also included in **Q100 Attachment\_FY18 DCPS Performance Accountability Report**.

- Key Performance Indicators: Each year, DCPS sets ambitious goals aligned with our five year Capital Commitment strategic plan. DCPS met, or nearly met, 12 of 16 key performance indicator targets for FY2018. In particular, DCPS increased on the percentage of students scoring college and career ready (Level 4+) in ELA on PARCC (increase from 31.9 percent to 35.1 percent; target was 36 percent) and percentage of students scoring college and career ready (Level 4+) in Math (increase from 27.4 percent to 30.5 percent; target was 32 percent). While these gains represent important progress toward improving student achievement, there is still much work to do to ensure students across the city are graduating ready for college and careers.
- DCPS did not meet four of 16 targets.
  - DCPS did not reduce the achievement gap of students scoring college and career ready (Level 4+) in Math. DCPS did see a reduction in the percentage of students scoring at Level 1 or Level 2 in math by 3.3 percentage points. DCPS will continue critical investments in schools that lead to PARCC gains, including Common Core-aligned curriculum designed by teachers, weekly teacher professional development led by schools with LEAP, and access to AP courses.
  - DCPS did not meet the target for Percentage of Special Education students scoring college and career ready (Level 4+) on PARCC. It is important to note that OSSE changed the way this is measured. It no longer includes students in monitoring status (1-2 years since their last active IEP).
    - For Math, the revised baseline for FY2017 is 5.4 percent and DCPS achieved 6.9 percent (1.3 percent increase). The prior baseline was seven percent with a target of eight percent (one percent increase).
    - For ELA, the revised baseline for FY2017 is 5.5 percent and DCPS achieved 6.1 percent (0.6 percent increase). The prior baseline was 6.8 percent with a target of nine percent (2.2 percent increase).
  - DCPS did not meet the target for first-time 9<sup>th</sup> grade student promotion. We believe that the promotion rate decrease is as a result of increased fidelity of implementation of attendance, grading, and promotion policies in School Year 2017-2018. Additional information on DCPS policies is available on our website: <https://dcps.dc.gov/release/dc-public-schools-releases-changes-2018-2019-attendance-and-graduation-requirements>.

Please see: **Q100 Attachment\_FY18 DCPS Performance Plan** and **Q100 Attachment\_FY18 DCPS Performance Accountability Report**.

**Q101: Provide the agency's performance plan for FY19.**

Please see attached **Q101 Attachment\_FY19 Performance Plan**.

**Q102: Provide the following budget information for DCPS, including the approved budget, revised budget, and expenditures, for FY18 and to date in FY19:**



- a. **At the agency level, please provide the information broken out by source of funds and by Comptroller Source Group and Comptroller Object.**
- b. **At the program level, please provide the information broken out by source of funds and by Comptroller Source Group and Comptroller Object.**
- c. **At the activity level, please provide the information broken out by source of funds and by Comptroller Source Group.**

**[NOTE: for electronic submission we want the raw data – CFO data dump]**

This data can be found in **Q102 Attachment\_FY18 FY19 ApprovedBudget RevisedBudget Expenditures.**

**Q103: Provide a cross-walk between all budget codes from FY18 and the new budget codes used for the FY19 budget. In your response, please also include the definitions for all program, activity, and service code or the guide used by DCPS staff in classifying budget items and expenditures.**

DCPS introduced new budget codes in FY2019 to accurately reflect the organization of central office in alignment with the Capital Commitment, 2017-2022.

Please see attachment labeled **Q103 Attachment\_FY18\_Budget Code Crosswalk.**

**Q104: Provide a complete accounting of all intra-district transfers received by or transferred from DCPS during FY18 and to date in FY19. For each, please provide a narrative description as to the purpose of the transfer and which programs, activities, and services within DCPS the transfer affected.**

Please see attachment **Q104 Attachment\_FY18FY19Transfer In Transfer Out.** Tab 1 shows the appropriation balance in FY19. Tab 2 shows the appropriation balance in 2018. Tab 3 shows Transfer our 2018-2019. Tab 4 shows Transfer Out 2017-2018.

**Q105: Provide a complete accounting of all reprogrammings received by or transferred from DCPS during FY18 and to date in FY19. For each, please provide a narrative description as to the purpose of and reason for the transfer and which programs, activities, and services within the agency the reprogramming affected. In addition, please provide an accounting of all reprogrammings made within the agency that exceeded \$100,000 and provide a narrative description as to the purpose of and reason for the transfer and which programs, activities, and services within the agency the reprogramming affected.**

Please see the attachment **Q105 Attachment\_FY18 FY19 Reprogrammings to date** for the requested data on reprogrammings received by or transferred from DCPS.

**Q106: Please provide a list of all DCPS's fixed costs budget and actual dollars spent for FY18 and to date in FY19. Include the source of funding and the percentage of these costs assigned to each DCPS program. Please provide the percentage change between DCPS's fixed costs budget for these years and a narrative explanation for any changes.**

Please see the attachment **Q106 Attachment\_Fixed Costs and Dollars Spent**.

**Q107: Describe any spending pressures that existed in FY18. In your response please provide a narrative description of the spending pressure, how the spending pressure was identified, and how the spending pressure was remedied.**

DCPS had no unaddressed spending pressures in FY2018.

**Q108: Identify potential areas where spending pressures may exist in FY19. Please provide a detailed narrative of the spending pressure, including any steps that are being taken to minimize the impact on the FY19 budget.**

DCPS does not anticipate any spending pressures in FY2019.

**Q109: Provide the Committee with the DCPS “Schedule A” data from Peoplesoft with reports for FY14, FY15, FY16, FY17, FY18, and FY19 to date. For each fiscal year, provide a monthly report as of the last day of each month – 12 reports for each fiscal year. These reports should be provided in Excel format and can be exchanged in a secure manner (e.g. physical flash drive or encrypted sharing method). Additionally, do not alter any of the underlying data from Peoplesoft. All 60 columns of data for each report should be included in the Excel files.**

PeopleSoft is the District government’s human resource system. Because its primary purpose is to manage employee records and vacancies, we do not believe it is appropriate to base research conclusions on the “Schedule A” report.

We do receive infrequent requests for this “Schedule A” information. However, as part of our internal review, we remove personally identifiable information and information that may be inaccurate.

DCPS recognizes that accurate information on DCPS human capital practices is essential to planning and budgeting for future investments. We welcome the Committee to collaborate with DCPS on research questions or any high-level needs for data.

**Q110: Please provide a list of all FY17 full-time equivalent positions for DCPS, broken down by program and activity. In addition, for each position please note whether the position is filled (and if filled, the name of the employee) or whether it is vacant. Finally, please indicate the source of funds for each FTE (local, federal, special purpose, etc.).**

The data presented by OCFO this year mirrors the data submitted last year, and originates from PeopleSoft. This system is setup to track positions, and the people attached to those positions. Based on the report from OCFO, we currently have 12,180 positions. This includes full-time permanent positions, temporary positions, substitutes, summer school, and afterschool. Additionally, this includes employees receiving backpay for settlements, employees on FMLA/workers comp/administrative leave, and interim appointments. To summarize, this report gives a time-specific snapshot of all approved positions at DCPS, and whether or not an employee is attached to the position. **It is very important to understand that many employees**

**are attached to more than one position.** Example: a substitute teacher is also teaching afterschool, and both positions would appear on this spreadsheet.

Please see the attached Excel sheet titled **Q110 Attachment\_Full-Time Equivalent (FTE)**.

**Q111: How many vacancies were posted for DCPS during FY18? To date in FY19? Which positions? Why was the position vacated? In addition, please note how long the position was vacant, what steps have been taken to fill the position, whether or not the position has been filled, and the source of funding for the position.**

DCPS is committed to filling vacancies as quickly as possible, as they arise, to ensure that students and schools receive the necessary support. Please see **Q111 Attachment\_FY18 FY19 Vacancies** for details about posted vacancies.

**Q112: How many employee performance evaluations were completed in FY18 and how was performance measured against position descriptions? To date in FY19? What steps are taken to correct poor performance and how long does an employee have to correct their performance?**

Employees who do not serve a specific school and are not covered by IMPACT are evaluated twice each year, in the fall and spring. The employee’s direct supervisor writes and delivers the assessment. Before each assessment round, managers receive training on what constitutes effective feedback. Employees are evaluated on general competencies including, Initiative and Results Orientation, Job Acumen, Constant Learning, Dependability, Adaptability, Customer Service Focus, Communication, and Teamwork. Managers apply these basic competencies to individuals’ roles and responsibilities.

In FY2018, DCPS managers completed evaluations for non-school-based employees, including both central office staff and school support staff not covered by IMPACT. Specifically, 810 employees were evaluated for the Spring 2018 assessment cycle, and 732 for the Fall 2018 assessment cycle. Strengths and growth areas are identified for each employee, and managers work with their employees throughout the upcoming assessment period to address growth areas and to find stretch assignments. During this time, managers provide direct feedback related to their growth areas. Employees who are deemed to not meet expectations for a performance cycle, are put on a specific performance improvement plan and must demonstrate improvement in identified areas prior to the close of the assessment cycle.

All school-based employees are evaluated through IMPACT based on the responsibilities of their role. In School Year 2017-2018, a total of 7,181 employees were evaluated: 3,854 teachers, 270 school leaders, and 3,057 other school-based staff. To date in SY18-19, 3,869 teachers have received the first part of their evaluation (the Cycle 1 Essential Practices and Commitment to the School Community Assessments), and 268 principals and APs have received the first part of their evaluation (the Cycle 1 Leadership Framework assessment).

The following charts lay out the steps, for staff evaluated under IMPACT, taken to correct poor performance, and how long an employee has to correct their performance:

Rating	Administrative Action and Timeline	Professional Development
--------	------------------------------------	--------------------------

<b>Developing</b>	Staff members who receive three consecutive Developing ratings, or three consecutive ratings below Effective, are subject to termination.	These individuals were encouraged throughout the year to access professional development through the LEAP weekly seminar and coaching cycles, additional educational resources on Canvas, district-wide PD days, and through other avenues in order to further increase their effectiveness.
<b>Minimally Effective</b>	Staff members who receive two consecutive Minimally Effective ratings, or whose final rating drops from Developing to Minimally Effective across consecutive years, are subject to termination.	These individuals were encouraged throughout the year to access professional development through the LEAP weekly seminar and coaching cycles, additional educational resources on Canvas, district-wide PD days, and through other avenues in order to further increase their effectiveness.
<b>Ineffective</b>	Any staff member who receives an Ineffective rating is subject to termination.	These individuals were encouraged throughout the year to access professional development through the LEAP weekly seminar and coaching cycles, additional educational resources on Canvas, district-wide PD days, and through other avenues in order to further increase their effectiveness.

**Q113: Provide the Committee with the following:**

- a. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned;**

DCPS has a total of 45 vehicles within our fleet that are owned or leased by the agency. Twenty-six are leased, and 19 are owned. These vehicles are operated by various departments within DCPS. Additional vehicles were purchased in FY17 for mail delivery and school security. Please see **Q113 Attachment Revised Vehicle List** for the entire listing.

- b. A list of the total overtime and workman’s compensation payments paid in FY18 & FY19 to date;**

Please see attachment **Q113 Attachment\_FY18 FY19 Overtime and Workers Comp.**

- c. A list of travel expenses for FY18 and to date in FY19, arranged by employee.**

Please see attachment **Q113 Attachment\_FY18 FY19 Employee Travel Expenses.**

**Q114: Provide the following information for all grants awarded to or accepted by DCPS during FY18 and to date in FY19:**

- a. **Grant Number/Title;**
- b. **Approved Budget Authority;**
- c. **Expenditures (including encumbrances and pre-encumbrances);**
- d. **Purpose of the grant;**
- e. **Grant deliverables;**
- f. **Grant outcomes, including grantee performance;**
- g. **Any corrective actions taken or technical assistance provided;**
- h. **DCPS program and activity supported by the grant;**
- i. **DCPS employee(s) responsible for grant deliverables; and**

**j. Source of funds.**

Please see the attachment **Q114\_Attachment\_Grants**.

**Q115: Provide the following information for all contracts awarded by DCPS during FY18 and to date in FY19:**

- a. Contract number;**
- b. Approved Budget Authority;**
- c. Funding Source;**
- d. Whether it was competitively bid or sole sourced;**
- e. Expenditures (including encumbrances and pre-encumbrances);**
- f. Purpose of the contract;**
- g. Name of the vendor;**
- h. Contract deliverables;**
- i. Contract outcomes;**
- j. Any corrective actions taken or technical assistance provided; and**
- k. DCPS employee/s responsible for overseeing the contract.**

Please see the attachment **Q115\_Q116 Attachment\_FY18 FY19 Contracts and Modifications**. Tab 1 lists the FY2018 contracts, and Tab 3 lists the FY2019 (10/1/18 - 12/31/18) contract awards. Note that while American Express itself is not a CBE vendor, all approved resellers on the program are CBEs. In effect, because there is no interest being charged to the agency, all of those funds are eventually paid to CBEs.

**Q116: Please provide the following information for all contract modifications made by DCPS during FY18 and to date in FY19, broken down by agency program and activity:**

- a. Name of the vendor;**
- b. Purpose and reason of the contract modification;**
- c. Employee/s responsible for overseeing the contract;**
- d. Modification cost, including budgeted amount and actual spent; and**
- e. Funding source.**

Please see the attachment **Q115\_Q116 Attachment\_FY18 FY19 Contracts and Modifications**. Tab 2 lists the FY2018 contract modifications, and Tab 4 lists the FY2019 (10/1/18 - 12/31/18) contract modifications.

**Q117: Please provide the following information for all purchase card transactions during FY18 and to date in FY19:**

- a. Employee that made the transaction;**
- b. Transaction amount; and**
- c. Transaction purpose.**

Please see the attachment **Q117 Attachment\_FY18 FY19 Purchase Card Purchases**. Tab 1 lists FY2018 and Tab 2 lists FY2019 up until 12/31/18.

**Q118: Please list all settlements entered into by the agency or by the District on behalf of the agency in FY18 or FY19, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).**

Special Education Litigation Settlements

A detailed listing of the special education litigation cases that were settled in FY2018 and FY2019, can be found in documents **Q118 Attachment\_FY18 FY19 List of SPED Litigation Settlements**. The listing includes the names of plaintiff's counsel invoicing the district, the amount that was paid, and the type of payment based on the key included at the top of each spreadsheet.

Risk Management Settlements

A detailed listing of the risk management cases that were settled in FY18 can be found in the **Q118 Attachment\_FY18\_FY19 L&E Litigation Fees\_Risk Management Settlements**. The listing includes the name of the firm/petitioner (individual petitioner's names are redacted), the amount that was paid, and the type of payment based on the key included at the top of the spreadsheet.

Labor and Employment Litigation Settlements

A detailed listing of the labor and employment cases that were settled in FY2018 and FY2019, can be found in the document **Q118 Attachment\_FY18 FY19 List of Labor and Employment Litigation Settlements**.

**Q119: Please provide copies of any investigations, reviews or program/fiscal audits completed on programs and activities within DCPS during FY18 and to date in FY19. This includes any reports of the DC Auditor, the Office of the Inspector General, or federal agencies. In addition, please provide a narrative explanation of steps taken to address any issues raised by the program/fiscal audits.**

Office of the Inspector General

During FY18, the Office of the Inspector General (OIG) completed the following audits of programs within DCPS:

**Audit of Special Education Attorney Certifications, report entitled: *"Two of Four Audit Findings were not Fully Remediated"***

To address the deficiencies cited by the OIG in DCPS' payment certifications process for special education attorneys, DCPS modified its policies and procedures manual to include the establishment of a process, conducted quarterly, whereby DCPS' internal audit team will perform an independent review of the payments submitted by DCPS to the Office of the Chief Financial Officer (OCFO) for special education attorney payments.

This review is designed to ensure that OGC makes timely certifications as well as ensure that the documentation submitted to OCFO is complete and sufficient. The overall purpose of the independent review is also to ensure that timely payments are made by the OCFO, identify that only the correct amounts are paid and ensure that the documentation is sufficient to support the payments made. Any discrepancies noted in the certifications and payments process are

corrected in the quarter immediately following the review, thereby ensuring a streamlined process and timely and accurate financial transactions and reporting. Status: Implemented.

DCPS also began negotiations with the OCFO to develop a Memorandum of Understanding to formalize the certifications process. **Status: In progress.** A copy of the report can be found [here](#).

During FY18, the OIG forwarded the following complaints received to DCPS for investigation and response:

1. Complaint alleging that classroom monitoring software has been loaded on District of Columbia computers which may expose confidential information to unauthorized personnel.

At the request of the OIG, DCPS conducted an investigation regarding this matter. The investigation revealed that DCPS has not installed classroom monitoring software on the computers of individuals with access to sensitive and confidential information. DCPS employees and contractors with the need to have access to sensitive information utilize a cloud-based software where authorized staff are granted access based solely on their specific job function, using their DCPS network login ID and password (e.g.: jane.doe and dc.gov email password). This access is specifically managed by two (2) DCPS employees whose duties include granting access only to the individuals who have a specific job-related need for access. To ensure confidentiality and security, there is an automatic electronic prompt which requires users to change their passwords every 90 days.

2. Complaint alleging that a C.W. Harris Elementary Schools teacher did not provide predefined Individualized Education Program (IEP) hours assigned to students with IEPs and misrepresented that the hours had been completed, and that email correspondence was provided to the C.W. Harris Principal to prove this allegation.

At the request of the OIG, DCPS investigated this matter. The investigation revealed that the IDEA does not require that special education teachers and case managers document IEP service hours, and DCPS also does not mandate the documenting of service hours. Therefore, DCPS complied with applicable federal and District policies regarding students with IEPs.

To date during FY19, the OIG has initiated the following evaluations of DCPS program operations:

**OIG Inspections and Evaluations Unit: *Administration of Student Activity Funds***

The evaluation is currently underway.

**OIG Inspections and Evaluations Unit: *Inspection and Evaluation of Enrollment Procedures and Residency Verification at Duke Ellington School of the Arts***

The evaluation is currently underway.

**Office of the District of Columbia Auditor**

During FY18, the Office of the District of Columbia Auditor (ODCA) completed the following audit of DCPS:

**Study of Enrollment Projections**

The Auditor did not make any official recommendations to DCPS in its enrollment study. All recommendations were made to the Office of the Deputy Mayor of Education (DME). DCPS will continue to partner with the DME to ensure that recommendations and/or improvements are implemented, where applicable. A copy of the report can be found [here](#).

To date during FY19, the ODCA has initiated the following reviews of DCPS program operations:

On January 17, 2019, the ODCA notified DCPS that it intends to commence a follow-up review of its study of the use of at-risk funds. This review is a continuation of the ODCA's audit of "Budgeting and Staffing in Eight (8) DCPS Elementary Schools". A copy of the report can be found [here](#).

#### **Office of the State Superintendent of Education**

During FY18, the Office of the State Superintendent of Education (OSSE) completed the following audits of DCPS schools and programs:

#### **DCPS Graduation Review, SY16-17 Audit and Investigation**

A system-wide audit/investigation was conducted by the OSSE to review graduation practices. The audit included the following findings:

- Credit recovery was misused at most DCPS high schools, violating DCPS and District policies;
- Attendance-related grading policies were rarely followed across DCPS;
- There was a lack of support and oversight from DCPS central office which contributed to policy violations;
- Most DCPS high schools exhibited a culture of passing and graduating students; and
- Of the 2,758 School Year 2016-2017 graduates, 937 (34.0%) students graduated due to policy violations.

To address the findings detailed in OSSE's audit/investigation, DCPS implemented the following corrective measures:

1. Rescinded existing policies related to attendance, credit recovery, grading, promotion and graduation;
2. Drafted, published, widely disseminated and trained school administrators on new policies, impacting attendance and truancy, graduation requirements, secondary grading and student promotion, effective August 13, 2018, and credit recovery, effective November 5, 2018;
3. Developed a continuous improvement framework designed to proactively monitor schools' adherence to policies in the following areas: attendance and truancy, credit recovery, discipline, grading and graduation requirements;
4. Developed specific metrics for monitoring data designed to flag inconsistencies, target specific individual and/or systemic corrections, if applicable, and audit/investigate any potential red flags;
5. Enhanced documentation requirements within the ASPEN student information system;
6. Implemented continuous training for staff within schools; and
7. Implemented student data system error checks.

A copy of the report can be found [here](#).

**OSSE and DCPS: Audit of the Residency Verification and Non-Resident Tuition Process, report entitled, “The District Lacked Control over the Student Residency Verification and the Collection of Non-Resident Tuition”**

In this audit, the OIG made a total of 10 recommendations. Seven (7) of these recommendations impacted DCPS in some form – directly or in conjunction with the Office of the State Superintendent of Education (OSSE). DCPS began working on the following five (5) recommendations:

1. Work and collaborate with the OSSE to confirm that timely notification of payment status for non-residents is maintained and strictly monitor and enforce non-resident tuition admissions requirements. Status: In progress;
2. Draft and widely disseminate a policy that clearly defines the exclusion process for non-residents. Status: In progress;
3. Refer all instances of residency fraud to the appropriate District agencies (e.g.: OSSE, OIG, OAG and BEGA, where applicable). Status: Implemented;
4. Collaborate with the OSSE to draft and disseminate a policy on document retention for residency documentation. Status: In progress; and
5. Work with the schools identified in the OIG’s audit to obtain and maintain the residency verification documentation that was missing during the review. Status: In progress.

The remaining two (2) recommendations that impact DCPS did not require action(s) from DCPS until OSSE has developed and implemented policy guidance. DCPS has met with the OSSE on several occasions to begin to address these additional areas. A copy of the report can be found [here](#).

**Report on Residency Investigation Findings at Duke Ellington School of the Arts (DESAP)**

To address the deficiencies noted in this investigation, DCPS entered into a corrective action (CAP) plan with the OSSE which included the following actions:

1. Review staffing at Ellington and develop a staffing plan that includes proper internal controls and oversight of enrollment and residency verification. **Status: Complete;**
2. Review governance structure and operating agreement to ensure DCPS has proper oversight over key responsibilities, particularly regarding enrollment and residency. Negotiations for a new MOA defining governance structure are ongoing. **Status: In progress;**
3. Monthly audit and review of enrollment and residency verification paperwork for School Year 2018-2019 and annual audit of residency verification and enrollment documents from a sample of schools. **Status: In progress;**
4. Re-train all Ellington registrars and administrative staff on residency fraud prevention and residency verification, including review and approval of materials by the OSSE. **Status: Complete;**
5. Re-train all DCPS registrars and enrollment staff on residency verification, including review and approval of materials by OSSE. **Status: Complete;** and
6. Develop policy for mandatory attendance at core enrollment trainings and updated calendar for School Year 2019-2020 enrollment season with milestones for review by OSSE. **Status: In progress.**

A copy of the report can be found [here](#).

**OSSE Management Decision Letter (MDL) for DCPS FY17 Audit Review – Community Eligibility Program (CEP)**

To address the deficiencies noted in this MDL, DCPS is working with the OSSE to develop a corrective action plan that will ensure that daily non-compliance of meal service eligibility for schools not participating in the Community Eligibility Program (CEP) is ensured. Thus far, these efforts include a weekly error check which cross references daily meals served against student attendance to ensure that reimbursement is only claimed for students who were present. Any meals claimed for students who were not present are deducted from the monthly meals ledger submitted for reimbursement to the OSSE. **Status: In progress.** The questioned cost cited in the FY17 report was \$85.

Please see **Q119 FY18 Performance Hearing DCPS MDL for DCPS FY17 Audit Review.**

**Consolidated Monitoring Report: Implementation of Federal Grants – Part B IDEA**

To address the deficiencies noted in OSSE’s annual consolidated grants monitoring report, DCPS implemented specific corrective actions within each grant, including but not limited to providing the OSSE with a quarterly report detailing specific corrective actions related to its progress toward eliminating the backlog of overdue initial evaluations and reevaluations as required by IDEA, its progress on secondary transition requirements, and the implementation of hearing officer decisions for students with IEPs.

DCPS had a number of findings related to the entitlement grants. A corrective action plan was submitted and approved by OSSE to bring remedy to the deficiencies identified by OSSE during the 2018 monitoring visit. **Status: In progress.**

Please see **Q119 Attachment FY18 Performance Hearing DCPS Preliminary Monitoring Report.**

**Noncompliance Related to IDEA, Part B -**

To address the deficiencies noted in this non-compliance notification, DCPS implemented student level corrections at each school impacted (Walker Jones EC and Takoma EC) related to C to B transitions as required by IDEA.

**Note:** Report has student-level information and thus is not attached to ensure compliance with FERPA.

**FFY 2016 IDEA Part B Determinations**

To address the deficiencies noted in this report, DCPS developed a corrective action plan (“CAP”) which detailed the necessary strategies and action items to improve the timeliness of eligibility meetings and compliance with secondary transition requirements of the IDEA. These actions include the following:

1. Reporting quarterly benchmarks to the OSSE on its reduction of backlogged cases.  
**Status: Ongoing;**
2. Developing strategies along with action items, estimated completion dates and costs in the area of secondary transition. The corrective actions are ongoing and includes training, mandatory professional development, parent involvement, monitoring using random sampling, assignment of central office support staff, and partnering with other District agencies. **Status: In progress.**



Please see **Q119 Attachment\_FY18 Performance Hearing DCPS FFY 2016 of IDEA Part B Determinations.**

**Q1 Attachment\_Tab 2: DCPS Enrollment by Grade for Each School, FY19**

School Name	
	PK3
Aiton ES	39
Amidon-Bowen ES	39
Anacostia HS	
Ballou HS	
Ballou STAY	
Bancroft ES	46
Barnard ES	65
Beers ES	40
Benjamin Banneker HS	
Boone ES	46
Brent ES	32
Brightwood EC	38
Brookland MS	
Browne EC	28
Bruce-Monroe ES @ Park View	43
Bunker Hill ES	23
Burroughs ES	37
Burrville ES	40
C.W. Harris ES	15
Capitol Hill Montessori School @ Logan	57
Cardozo EC	
CHOICE Academy @ Wash Met	
Cleveland ES	29
Columbia Heights EC (CHEC)	
Coolidge HS	
Deal MS	
Dorothy I. Height ES	67
Drew ES	22
Duke Ellington School of the Arts	
Dunbar HS	
Eastern HS	
Eaton ES	
Eliot-Hine MS	
Excel Academy	29
Garfield ES	22
Garrison ES	45
H.D. Cooke ES	28
Hardy MS	
Hart MS	
Hearst ES	
Hendley ES	30
Houston ES	34

Hyde-Addison ES	15
Inspiring Youth Program	
J.O. Wilson ES	49
Janney ES	
Jefferson Middle School Academy	
Johnson, John Hayden MS	
Kelly Miller MS	
Ketcham ES	30
Key ES	
Kimball ES	28
King, M.L. ES	29
Kramer MS	
Lafayette ES	
Langdon ES	36
Langley ES	43
LaSalle-Backus EC	23
Leckie EC	45
Ludlow-Taylor ES	45
Luke C. Moore HS	
MacFarland MS	
Malcolm X ES @ Green	26
Mann ES	
Marie Reed ES	46
Maury ES	39
McKinley MS	
McKinley Technology HS	
Miner ES	69
Moten ES	24
Murch ES	
Nalle ES	45
Noyes ES	16
Oyster-Adams Bilingual School	5
Patterson ES	33
Payne ES	46
Peabody ES (Capitol Hill Cluster)	58
Phelps Architecture, Construction and Engineering HS	
Plummer ES	26
Powell ES	47
Randle Highlands ES	34
Raymond EC	46
River Terrace EC	
Ron Brown College Preparatory High School	
Roosevelt HS	
Roosevelt STAY	
Ross ES	15
Savoy ES	15
School Without Walls @ Francis-Stevens	33

School Without Walls HS	
School-Within-School @ Goding	35
Seaton ES	46
Shepherd ES	30
Simon ES	20
Smothers ES	29
Sousa MS	
Stanton ES	27
Stoddert ES	
Stuart-Hobson MS (Capitol Hill Cluster)	
Takoma EC	44
Thomas ES	35
Thomson ES	39
Truesdell EC	44
Tubman ES	37
Turner ES	43
Tyler ES	57
Van Ness ES	36
Walker-Jones EC	28
Washington Metropolitan HS	
Watkins ES (Capitol Hill Cluster)	
West EC	34
Wheatley EC	27
Whittier EC	27
Woodrow Wilson HS	
Woodson, H.D. HS	
Youth Services Center	
<b>DCPS Total</b>	<b>2,498</b>

FY19 (SY18-19) Au								
PK4	KG	1	2	3	4	5	6	7
32	41	33	26	19	30	24		
36	47	36	33	45	51	52		
59	91	80	79	68	78	66		
83	96	82	65	76	80	73		
50	53	76	70	78	49	73		
56	56	55	56	61	51	49		
34	67	80	72	65	57	25		
68	59	81	96	70	73	85	77	51
							97	88
37	43	44	39	34	28	33	26	39
54	63	64	68	59	50	50		
36	37	31	23	19	33	19		
39	37	30	35	33	41	21		
56	38	40	32	25	34	30		
29	36	30	26	35	23	38		
53	32	35	33	31	27	21	34	16
							42	61
44	42	37	35	40	39	38		
							145	119
							478	504
80	62	57	56	54	46	58		
27	22	31	33	32	34	35		
36	80	76	76	66	79	61		
							101	65
52	35	45	55	47	51	45	54	31
27	31	43	30	56	41	41		
34	45	35	38	21	34	25		
56	57	59	49	49	48	41		
							163	149
							123	119
43	53	52	49	53	42	39		
34	47	60	42	46	58	49		
32	36	40	32	34	27	42		

39	65	66	44	50	40	33		
56	59	59	69	62	62	61		
60	111	133	107	110	119	99		
							138	104
							102	97
							205	138
40	38	39	37	42	32	42		
40	59	79	57	67	52	45		
35	37	48	49	34	60	52		
34	42	36	41	41	34	38		
							71	74
99	162	153	138	118	130	87		
39	53	50	40	54	47	34		
44	31	40	25	34	40	33		
29	36	38	33	41	26	34	39	42
53	64	60	56	56	61	47	37	28
63	61	61	59	41	58	51		
							210	73
27	31	27	35	30	35	31		
40	56	64	70	68	56	43		
54	65	59	59	55	46	53		
46	67	64	59	52	48	32		
							67	72
44	48	44	38	38	37	43		
37	38	38	49	42	50	45		
57	87	83	94	88	97	95		
52	44	45	50	44	34	56		
30	31	31	33	23	26	34		
40	76	89	74	79	65	71	70	68
41	52	60	58	45	55	42		
41	37	48	41	47	44	42		
81	87							
39	32	39	48	44	49	54		
44	82	75	67	83	71	66		
47	44	38	44	43	42	37		
58	67	75	54	53	58	51		37
20	26	31	28	25	24	21		
25	38	40	29	49	33	42		
46	39	37	36	36	47	39	62	49

42	44	48	42	44	43	15		
51	52	52	48	51	51	39		
37	43	48	61	60	47	53		
23	29	34	36	35	36	28		
38	42	30	29	22	28	31		
							84	71
58	54	62	71	61	68	72		
20	82	82	74	75	79	51		
							180	137
46	49	48	43	53	50	42	62	37
34	45	55	46	52	37	51		
41	39	43	46	47	37	39		
57	56	57	69	57	80	67		69
38	85	88	77	73	59	91		
47	67	71	66	76	63	64		
77	76	68	61	62	58	53		
38	51	45	62	38				
33	48	30	38	51	31	39	34	25
		87	93	89	95	80		
38	32	34	34	41	36	47		23
29	43	26	24	23	28	33	30	24
30	37	39	34	31	27	38	37	24
<b>3,464</b>	<b>4,145</b>	<b>4,228</b>	<b>4,023</b>	<b>3,951</b>	<b>3,835</b>	<b>3,619</b>	<b>2,768</b>	<b>2,434</b>



						32	
99							
76							
139							
63							
41							
22							
						288	
71							
92							
	192	169	133	139			
69							
	85	65	65	50			
59							
							131
	127	72	62				
	196	155	180	114			
					648		
48							

	152	146	146	148			
87							
137							
34							
53							
27							
						136	
17							
25							
27							
	480	476	417	423			
	136	76	105	138			
						31	
<b>2,407</b>	<b>2,924</b>	<b>2,430</b>	<b>2,324</b>	<b>2,214</b>	<b>1,173</b>	<b>488</b>	<b>131</b>

DCPS Total
244
339
296
650
524
567
620
489
482
430
432
757
270
371
451
221
273
295
232
362
746
1
304
1,320
327
1,507
480
236
545
667
744
474
232
469
291
277
387
451
357
331
366
277

352
32
477
739
341
275
482
300
399
343
295
208
887
353
290
382
529
439
288
354
242
397
437
407
231
633
361
323
601
370
224
706
386
346
226
265
331
535
329
558
131
261
645
648
190
271
472

592
313
390
379
241
249
242
473
463
454
508
355
331
609
548
497
512
270
384
136
444
336
312
351
1,796
455
31
49,056

**Q2 Attachment\_ SY18-19 Out-of-Boundary Enrollment to Date**

School Name	SY16-17 Audi
	Count Out-of-Boundary
Aiton ES	146
Amidon-Bowen ES	146
Anacostia HS	107
Ballou HS	226
Ballou STAY	466
Bancroft ES	223
Barnard ES	207
Beers ES	259
Benjamin Banneker HS	482
Boone ES	250
Brent ES	140
Brightwood EC	193
Brookland MS	94
Browne EC	128
Bruce-Monroe ES @ Park View	257
Bunker Hill ES	62
Burroughs ES	161
Burrville ES	142
C.W. Harris ES	98
Capitol Hill Montessori School @ Logan	361
Cardozo EC	486
CHOICE Academy @ Wash Met	5
Cleveland ES	220
Columbia Heights EC (6-8)	152
Columbia Heights EC (9-12)	1048
Coolidge HS	152
Deal MS	447
Dorothy I. Height ES	518
Drew ES	116
Duke Ellington School of the Arts	537
Dunbar HS	258
Eastern HS	505
Eaton ES	219
Eliot-Hine MS	145
Garfield ES	91
Garrison ES	160
H.D. Cooke ES	211
Hardy MS	287
Hart MS	87
Hearst ES	162
Hendley ES	64
Houston ES	116

Hyde-Addison ES	188
Inspiring Youth Program	48
J.O. Wilson ES	363
Janney ES	47
Jefferson Middle School Academy	218
Johnson, John Hayden MS	103
Kelly Miller MS	69
Ketcham ES	125
Key ES	65
Kimball ES	98
King, M.L. ES	223
Kramer MS	52
Lafayette ES	90
Langdon ES	151
Langley ES	132
LaSalle-Backus EC	162
Leckie EC	324
Ludlow-Taylor ES	247
Luke C. Moore HS	266
MacFarland MS	45
Malcolm X ES @ Green	133
Mann ES	74
Marie Reed ES	265
Maury ES	81
McKinley MS	135
McKinley Technology HS	619
Miner ES	188
Moten ES	140
Murch ES	144
Nalle ES	168
Noyes ES	63
Oyster-Adams Bilingual School	367
Patterson ES	125
Payne ES	175
Peabody ES (Capitol Hill Cluster)	57
Phelps Architecture, Construction and Engineering HS	328
Plummer ES	171
Powell ES	267
Randle Highlands ES	173
Raymond EC	277
River Terrace EC	131
Ron Brown College Preparatory High School	105
Roosevelt HS	244
Roosevelt STAY	613
Ross ES	59
Savoy ES	111
School Without Walls @ Francis-Stevens	326

School Without Walls HS	585
School-Within-School @ Goding	307
Seaton ES	227
Shepherd ES	221
Simon ES	105
Smothers ES	114
Sousa MS	82
Stanton ES	216
Stoddert ES	86
Stuart-Hobson MS (Capitol Hill Cluster)	322
Takoma EC	212
Thomas ES	107
Thomson ES	141
Truesdell EC	255
Tubman ES	235
Turner ES	186
Tyler ES	379
Van Ness ES	66
Walker-Jones EC	160
Washington Metropolitan HS	125
Watkins ES (Capitol Hill Cluster)	305
West EC	143
Wheatley EC	110
Whittier EC	127
Woodrow Wilson HS	769
Woodson, H.D. HS	162
Youth Services Center	88

ted Enrollment	SY17-18 Audited Enrollment	
Percent Out-of-Boundary	Count Out-of-Boundary	Percent Out-of-Boundary
58%	141	58%
59%	210	60%
24%	96	25%
24%	244	28%
100%	495	100%
42%	190	35%
32%	187	29%
56%	259	54%
100%	482	100%
61%	270	67%
35%	137	32%
26%	169	23%
37%	105	44%
41%	157	48%
54%	258	55%
32%	68	34%
56%	170	60%
44%	135	45%
34%	105	38%
100%	365	100%
61%	480	61%
100%	1	100%
69%	229	72%
53%	145	51%
100%	958	100%
44%	140	45%
30%	441	30%
100%	479	100%
46%	137	50%
100%	566	100%
44%	288	47%
62%	478	62%
46%	185	39%
73%	164	81%
30%	101	34%
63%	151	60%
50%	182	45%
77%	288	73%
25%	81	24%
52%	129	41%
14%	68	18%
39%	120	45%

57%	242	76%
100%	40	100%
73%	371	73%
7%	62	8%
71%	220	70%
41%	109	43%
15%	77	20%
40%	144	46%
16%	62	15%
26%	97	30%
60%	187	54%
27%	66	34%
12%	111	14%
47%	143	44%
46%	139	51%
44%	171	47%
59%	364	65%
66%	304	73%
100%	251	100%
65%	132	100%
56%	150	59%
20%	66	17%
67%	277	65%
21%	64	16%
63%	158	66%
100%	620	100%
49%	157	46%
35%	158	39%
25%	130	23%
43%	190	49%
32%	57	29%
54%	350	52%
32%	137	37%
58%	176	56%
25%	40	18%
100%	260	100%
44%	162	43%
50%	265	48%
52%	182	56%
45%	275	47%
100%	137	100%
100%	209	100%
37%	264	38%
100%	515	100%
35%	46	26%
35%	84	31%
69%	306	65%

100%	592	100%
100%	308	100%
67%	237	64%
61%	208	57%
38%	96	35%
45%	115	46%
32%	73	32%
42%	227	46%
20%	88	20%
75%	315	75%
45%	200	42%
26%	111	29%
45%	133	43%
38%	289	41%
43%	232	43%
38%	146	32%
74%	409	78%
39%	68	32%
35%	172	40%
100%	195	100%
70%	288	67%
45%	158	48%
34%	137	42%
37%	119	37%
44%	750	41%
26%	131	27%
100%	52	100%

**SY18-19 Reported Enrollment**

<b>Count Out-of-Boundary</b>	<b>Percent Out-of-Boundary</b>
144	59%
167	49%
86	29%
189	29%
524	100%
203	36%
182	29%
271	55%
482	100%
285	66%
128	30%
197	26%
131	49%
155	42%
258	57%
54	24%
168	62%
124	42%
94	41%
361	100%
470	63%
1	100%
256	84%
220	60%
952	100%
155	47%
475	32%
480	100%
138	58%
544	100%
349	52%
481	65%
155	33%
181	78%
90	31%
167	61%
179	46%
288	64%
97	27%
112	34%
72	20%
120	43%

279	79%
32	100%
337	71%
53	7%
219	64%
115	42%
102	21%
118	39%
53	13%
99	29%
183	62%
62	30%
114	13%
167	47%
142	49%
196	51%
384	73%
331	75%
288	100%
354	100%
138	58%
88	22%
268	61%
55	14%
136	59%
633	100%
154	43%
123	38%
140	23%
177	48%
70	31%
341	48%
146	38%
189	55%
45	20%
265	100%
139	42%
253	47%
189	57%
325	58%
131	100%
261	100%
283	44%
642	100%
49	26%
108	40%
289	61%

592	100%
313	100%
261	67%
178	47%
85	35%
109	44%
81	33%
211	45%
121	26%
317	70%
186	37%
105	30%
145	44%
269	44%
240	44%
163	33%
388	76%
64	24%
164	43%
136	100%
294	66%
133	40%
112	36%
153	44%
652	36%
121	27%
30	100%

School Name	School Code	FY17 Units Claimed	FY17 Paid Percentage	FY18 Units Claimed	FY18 Paid Percentage	FY19 Units Claimed to Date
Aiton ES	202	1943	70%	3329	65%	541
Amidon-Bowen ES	203	5671	67%	7453	69%	921
Bancroft ES	204	3884	70%	5185	67%	742
Barnard ES	205	5741	69%	6223	67%	776
Beers ES	206	9170	69%	12425	68%	2129
Brent ES	212	365	68%	1089	64%	147
Brightwood EC	213	3625	64%	5105	63%	685
Bunker Hill ES	219	975	71%	1005	76%	152
Burroughs ES	220	4101	69%	5473	69%	806
Burrville ES	221	1663	71%	2272	69%	279
Cleveland ES	224	2114	70%	2608	68%	252
H.D. Cooke ES	227	1536	69%	2092	65%	913
Drew ES	231	2544	67%	2568	69%	476
Eaton ES	232	291	74%	672	51%	131
Garfield ES	238	2210	70%	2838	68%	1241
Garrison ES	239	4152	70%	6498	68%	585
Hardy MS	246	1299	65%	1248	69%	370
C.W. Harris ES	247	5785	72%	8598	66%	1283
Hendley ES	249	2361	69%	5252	62%	1175
Houston ES	251	4525	65%	7056	69%	1867
Hyde-Addison ES	252	126	70%	507	71%	88
Janney ES	254	345	64%	273	54%	21
Ketcham ES	257	2397	70%	3643	62%	664
Hearst ES	258	2830	65%	4152	66%	506
Kimball ES	259	2608	70%	4217	67%	604
Lafayette ES	261	923	68%	1228	78%	124
Langdon ES	262	1218	70%	1922	67%	544
LaSalle-Backus EC	264	4313	71%	4830	69%	959
Leckie EC	266	1594	64%	3323	69%	500
Ludlow-Taylor ES	271	6213	67%	6297	69%	1313
Key ES	272	183	70%	557	71%	126
Mann ES	273	834	70%	807	69%	112
Maury ES	274	295	70%	1379	58%	189
Miner ES	280	5017	70%	6427	62%	982
Marie Reed ES	284	1536	70%	2505	72%	326
Moten ES	285	3148	70%	4265	65%	810
Murch ES	287	2088	72%	1672	75%	173
Nalle ES	288	2609	74%	3274	60%	299
Noyes ES	290	3724	66%	3791	65%	733
Orr ES	291	2173	34%	4680	68%	899
Oyster-Adams Bilingu	292	3462	69%	5335	69%	820
Patterson ES	294	7080	70%	7883	67%	1147
Payne ES	295	2535	69%	5649	68%	464
Bruce-Monroe ES @ P	296	4484	69%	3871	68%	692

School Name	School Code	FY17 Units Claimed	FY17 Paid Percentage	FY18 Units Claimed	FY18 Paid Percentage	FY19 Units Claimed to Date
Plummer ES	299	4949	70%	8067	69%	1168
Powell ES	300	1588	66%	4415	60%	527
Peabody ES (Capitol H	301	355	70%	288	76%	38
Raymond EC	302	3153	65%	3461	71%	743
River Terrace	304	11491	66%	11608	67%	1544
Ross ES	305	214	70%	288	66%	47
Savoy ES	307	1292	71%	2318	67%	295
Malcolm X ES @ Gree	308	2246	68%	3346	67%	549
Seaton ES	309	4115	66%	7330	69%	1597
Shepherd ES	313	477	66%	522	66%	47
Simon ES	315	1375	66%	2692	72%	410
Randle Highlands ES	316	1305	70%	2594	67%	438
Stanton ES	319	2584	70%	5810	68%	669
Stoddert ES	321	371	56%	679	33%	12
Smothers ES	322	2640	71%	4682	69%	1145
Takoma EC	324	4263	68%	6107	68%	799
Thomas ES	325	6110	73%	7186	64%	1450
Thomson ES	326	1659	67%	2393	65%	331
Truesdell EC	327	4229	69%	5726	68%	1356
Tubman ES	328	5785	71%	8966	67%	1017
Turner ES	329	4070	69%	9507	67%	1968
Tyler ES	330	5329	70%	6163	69%	1002
Van Ness ES	331	155	70%	805	62%	98
Walker-Jones EC	332	7708	70%	8863	68%	1811
Watkins ES (Capitol H	333	1282	71%	1998	60%	353
Wheatley EC	335	2046	70%	3616	67%	320
West EC	336	1233	66%	1894	72%	217
Whittier EC	338	6215	61%	6935	62%	1213
J.O. Wilson ES	339	3592	68%	5425	58%	771
King, M.L. ES	344	1555	70%	3013	66%	614
Brookland MS	347	1806	70%	1801	70%	225
Dorothy I. Height ES	349	3092	71%	4430	66%	692
Cap Hill Montessori @	360	310	65%	1005	69%	177
Langley ES	370	4404	71%	10354	65%	1345
Browne EC	404	2637	68%	3741	64%	761
Deal MS	405	1466	72%	1638	73%	152
Eliot-Hine MS	407	2965	68%	4143	64%	466
SWW @ Francis Steve	409	2776	69%	3810	70%	431
Hart MS	413	4738	72%	3996	67%	689
Johnson, John Hayde	416	1573	71%	1877	69%	276
Kramer MS	417	1874	70%	2098	58%	185
MacFarland MS	420	663	71%	854	70%	73
Kelly Miller MS	421	2879	75%	4095	68%	439
Sousa MS	427	1490	74%	2103	69%	282

School Name	School Code	FY17 Units Claimed	FY17 Paid Percentage	FY18 Units Claimed	FY18 Paid Percentage	FY19 Units Claimed to Date
Stuart-Hobson MS	428	2061	72%	2618	67%	307
Jefferson MS Academ	433	2673	68%	3581	68%	388
McKinley MS	435	2095	72%	3483	69%	422
Ron Brown High Scho	436	745	69%	828	76%	77
Columbia Heights EC	442	3052	66%	3848	64%	351
Anacostia HS	450	4204	71%	3116	70%	327
Ballou HS	452	5731	71%	5352	67%	503
Cardozo EC	454	7152	68%	8227	69%	980
Coolidge HS	455	2052	71%	1965	73%	245
Roosevelt STAY @ Ma	456	160	67%	113	62%	16
Eastern HS	457	5857	73%	6163	61%	636
McKinley Technology	458	747	70%	1097	75%	91
Roosevelt High Scho	459	2895	67%	2754	73%	317
Ballou STAY	462	219	58%	213	66%	16
Wilson HS	463	2921	68%	2842	71%	287
Woodson, H.D. HS	464	3613	74%	3875	70%	249
Tuition Grant-DCPS N	465	804	73%	2627	61%	383
Dunbar HS	467	3171	71%	2400	69%	187
Ellington School of th	471	283	66%	450	72%	68
Residential Schools	472	305	65%	318	68%	48
Washington Metropo	474	549	73%	184	70%	2
Phelps ACE HS	478	440	73%	534	58%	86
Youth Services Cente	861	1000	69%	1121	56%	142
Luke Moore Alternati	884	285	72%	67	68%	4
School-Within-School	943	2598	71%	5138	68%	1079
CHOICE Academy @ V	947	103	70%	59	67%	#N/A
Inspiring Youth Progr	950	347	63%	117	67%	3
Early Stages @ Walke	6000	488	64%	35555	63%	12032
Private School Enrollr	7000	317	57%	617	54%	172
Resolution	8100	18	70%	#N/A	#N/A	#N/A

Procedure Code & Description	Amount Billed	Amount Paid
92508 - Group therapy session - Speech Therapy	\$ 1,316,672.16	\$ 950,855.78
97530 - OT Dynamic therapeutic activities, ...	\$ 608,399.64	\$ 436,900.20
92507 - Individual therapy session - Speech ...	\$ 585,083.16	\$ 418,747.78
97150 - OT Therapeutic procedure, group	\$ 483,500.80	\$ 345,355.12
96101 - Psych testing, per hour. Exam and ...	\$ 551,797.50	\$ 312,685.25
90853 - Group psychotherapy	\$ 326,350.08	\$ 233,111.79
H0004 - Group behavioral counseling therapy	\$ 256,996.62	\$ 184,168.60
H0004 - Individual behavioral counseling therapy	\$ 191,213.34	\$ 139,722.29
97530 - PT Dynamic therapeutic activities, ...	\$ 157,251.87	\$ 108,145.17
90834 - Psychotherapy, 45 minutes with Patient ...	\$ 121,394.79	\$ 88,285.71
92523 - Speech/hearing evaluation	\$ 183,586.56	\$ 84,717.43
90832 - Psychotherapy, 30 Minutes with Patient ...	\$ 88,461.45	\$ 65,027.89
92507 - Individual therapy session - Audiology	\$ 27,996.68	\$ 19,443.25
90837 - Psychotherapy, 60 minutes with Patient ...	\$ 16,812.96	\$ 11,629.01
97150 - PT Therapeutic procedure, group	\$ 11,507.20	\$ 7,832.63
97166 - Occupational therapy evaluation	\$ 66,607.80	\$ 6,088.52
97162 - Physical therapy evaluation	\$ 15,578.28	\$ 2,016.27
97168 - Occupational therapy re-evaluation	\$ 15,269.76	\$ 489.88
H0004 - Individual behavioral counseling therapy	\$ 409.10	\$ 286.37
97164 - Physical therapy re-evaluation	\$ 1,730.96	\$ 224.03

## Emergency Planning & Guidance Unit (EP&G) Communications Strategy

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**Action Items:** Communications Strategy:

EP&G communicates with School Leaders throughout the school year regarding emergency preparedness, school emergency response plans, all-hazard response protocols, the required safety drills, training opportunities, and overall best practices.

**Summary:** The below messages details EP&G's communication efforts with schools from SY 2016 to present through district wide newsletters and direct email to school leadership.

1. Principals Weekly (School District wide)
  2. School Operations Newsletter (School District wide)
  3. Principals Leadership Institute
  4. OCOO Institute
  5. School Leaders Direct email (listserv)
- 

**School Behavioral Threat Assessments Training (1/24/16)**

The Emergency Planning & Guidance Team (EP&G) in collaboration with the U.S. Department of Education is proud to announce, "The School Behavioral Threat Assessments Train-the-Educator (TtE)". The training introduces participants to school behavioral threat assessments, which may help prevent and reduce targeted violence in K-12 schools. This day-long training teaches participants to identify various school threats and behavioral indicators that may prompt an assessment. The training is applicable for district level staff, school leaders and administrators, teachers, school resource police officers (SRO's), and community partners. Click the [link](#) to register for this training today! Email EP&G [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) with any questions opportunity related to this opportunity.

**Reminder: All-hazard Drills (2/1/16)**

The safety and welfare of our students and staff is our highest priority. As such, fire drills and all-hazard drills should be conducted during the year to help our students know what to do in case of an emergency. Every DCPS school must conduct at least (1) fire drill per month and (6) all-hazard drills during the school year, such as lockdown (2), emergency evacuation 500 feet (2), and severe weather safe area (2). This guidance is in accordance with the Emergency and Safety Alliance (ESA) and the School Emergency Response Plan Management Guide ("The Redbook"). Schools must also have a current, up-to-date Emergency Response Plans (ERP) located on the ESA website ([esa.dc.gov](http://esa.dc.gov)). To assist in completing this task, each month Emergency Planning & Guidance (EP&G) will recommend a drill exercise. February's "Lockdown Armed Intruder" can be found [here](#) \_\_\_\_\_. We strongly suggest representatives from your School Emergency Response Team (SERT) review the scenarios provided, discuss roles and responsibilities, and plan accordingly. During this drill, please follow the scenario with instructions provided. Finally, all drills should be noted on your Emergency Response Plans at [ESA.dc.gov](http://ESA.dc.gov). If you have any questions or need further clarification, please do not hesitate to email the Emergency Planning and Guidance Team at [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov).

**SERT Training 2/24/2016**

You have been registered for the upcoming School Emergency Response Team training to be held on February 24, 2016, @ Emery School from 9:00 am - 1:00 pm. This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

In the case of an emergency, best practices show emergency management and response times coordinated within geographic boundaries are significantly improved. As a result, trainings are grouped into geographical zones. Your school is in Zone 1. Listed below are your zone partners.

Before taking the SERT training, participants should complete and be certified in IS-100.SCA: Introduction to the Incident Command System for Schools (ICS). Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The goal of this online course is to promote school safety by:

1. Familiarizing SERT members with how ICS principles can be applied in school-based incidents.
2. Preparing SERT members to interface with community response personnel.

The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please follow the link below to access the online training course. In order to get the most out of the SERT training, course certification should be completed successfully before February 24th. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov). ICS: Online Training Link <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

### **Introduction to the Incident Command System for Principals Training 3/1/2016**

On March 1, 2016 the Office of School Security and the Office of School Operations will offer training on "The Incident Command System for Schools". This training developed by The Emergency Management Institute in collaboration with the U.S. Department of Education seeks to promote school safety by: familiarizing administrators with how ICS principles can be applied in school-based incidents and preparing staff to interface with community response personnel. Training will be held at Emery School located at [1712 First Street NE from 9:00 am to 3:00 pm](#). Training is open to all school administrators. To register, please click on the following link: <http://attend.com/ICSIntro>

### **SERT Training 3/10/ 2016**

As a follow-up to our presentation regarding Emergency Planning and Guidance (EP&G) at your last cluster meeting, and as discussed, we have scheduled training sessions for two point of contacts (POCs) from your School's Emergency Response Team (SERT). This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

In the case of an emergency, best practices show emergency management and response times coordinated within geographic boundaries are significantly improved. As a result, training is grouped into geographical zones. Training for your zone, (Zone 2) will take place on March 10, 2016, @ Emery Training Center (1712 First Street NE) from 9:00 am to 1:00 pm. Listed below are your zone partners.

As outlined in our EP&G overview, before taking SERT training, participants should complete and be certified in **IS-100.SCA: Introduction to the Incident Command System for Schools (ICS)**. Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The goal of this online course is to promote school safety by:

1. Familiarizing SERT members with how ICS principles can be applied in school-based incidents.
2. Preparing SERT members to interface with community response personnel.

The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please have your POCs follow the link below to access the online training course. Course certification should be completed before the SERT training on March 10, 2016. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov). Link <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

### **SERT Training 3/23/2016**

You have been registered for the upcoming School Emergency Response Team (SERT) training to be held on Thursday, March 23, 2016 at The Emery School located at 1712 First St NE from 9:00 AM - 1:00 PM. This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

Before taking the SERT training, participants should complete and be certified in IS-100.SCA: Introduction to the Incident Command System for Schools (ICS). Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The goal of this online course is to promote school safety by:

1. Familiarizing SERT members with how Incident Command Systems (ICS) principles can be applied in school-based incidents.
2. Preparing SERT members to interface with community response personnel.

The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please follow the link below to access the online training course. Course certification should be completed successfully before the SERT training on Wednesday, March 23rd. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov). Link: <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

### **SERT Training 4/6/2016**

As a follow-up to our presentation regarding Emergency Planning and Guidance (EP&G) at a recent cluster meeting, and as discussed, we have scheduled training sessions for two point of contacts (POCs) from your School's Emergency Response Team (SERT). This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

In the case of an emergency, best practices show emergency management and response times coordinated within geographic boundaries are significantly improved. As a result, training is grouped into geographical zones. Training for your zone, (Zone 3) will take place on Wednesday April 6, 2016, @ Emery Training Center from 9:00 pm to 1:00 pm. Listed below are your zone partners.

As outlined in our EP&G overview, before taking SERT training, participants should complete and be certified in IS-100.SCA: Introduction to the Incident Command System for Schools (ICS). Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The goal of this online course is to promote school safety by:

1. Familiarizing SERT members with how ICS principles can be applied in school-based incidents.
2. Preparing SERT members to interface with community response personnel.

The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please have your POCs follow the link below to access the online training course. Course certification should be completed before the SERT training on April 6, 2016. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov). ICS Prerequisite: <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

### **SERT Training 4/20/2016**



## DISTRICT OF COLUMBIA PUBLIC SCHOOLS

You have been registered by your principal for the upcoming School Emergency Response Team (SERT) training to be held on Wednesday, April 20, 2016 at The Emery School located at 1712 First St NE from 9:00 AM - 2:00 PM. This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

Before taking the SERT training, **participants should complete and be certified in IS-100.SCA: Introduction to the Incident Command System for Schools (ICS)**. Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please follow the link below to access the online training course.

Course certification **should be successfully completed** before the training on Wednesday April 20th for participants to have a strong foundation by which to participate in the training and build their SERT. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov).

Link: <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

Please bring your laptops to the training as we will be accessing your Emergency Response Plans on the [ESA.dc.gov](http://ESA.dc.gov) website. Lunch is on your own and parking is limited on the Emery lot, street parking is recommended. The session will begin promptly at 9:00 AM and is scheduled to conclude at 2:00 PM. If you have any questions, please feel free to reach out to Carlton Gerald or myself.

### **SERT Training 5/4/2016**

You have been registered by your principal for the upcoming School Emergency Response Team (SERT) training to be held on Wednesday, May 4, 2016, at The Emery School located at 1712 First St NE from 9:00 AM - 2:00 PM. This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

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> Before taking the SERT training, participants should complete and be certified in IS-100.SCA: Introduction to the Incident Command System for Schools (ICS). Developed by The Emergency Management Institute in collaboration with the U.S.

Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please follow the link below to access the online training course and exam.

>

> Link:

> <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

>

> Course certification should be completed before the training on Wednesday, May 4th for participants to have a strong foundation by which to participate in the training and build their SERTs. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov).

>

> Please bring your laptops to the training as we will be accessing your Emergency Response Plans on the [ESA.dc.gov](http://ESA.dc.gov) website. Lunch is on your own and parking is limited on the Emery lot, street parking is recommended. The session will begin promptly at 9:00 AM and is scheduled to conclude at 2:00 PM.

>

> If you have any questions, please feel free to reach out to Carlton Gerald or me.

### **SERT Training 5/19/2016**

You have been registered for the upcoming School Emergency Response Team (SERT) training to be held on Thursday, May 19, 2016, at The Emery School located at 1712 First St NE from 9:00 AM - 2:00 PM. This training is designed to provide SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles the SERT must



perform. Having a knowledgeable and competent SERT that is well developed, exercised, and maintained is key because they can play a pivotal role in saving lives in a critical incident.

Before taking the SERT training, participants should complete and be certified in IS-100.SCa: Introduction to the Incident Command System for Schools (ICS). Developed by The Emergency Management Institute in collaboration with the U.S. Department of Education, this Introduction to ICS for Schools (IS-100.SCa for Schools) online course is designed for kindergarten through high school personnel. The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Please follow the link below to access the online training course and exam.

Link: <http://www.training.fema.gov/is/courseoverview.aspx?code=IS-100.SCa>

Course certification should be completed before the training on May 19th for participants to have a strong foundation by which to participate in the training and build their SERTs. Once completed please email certification information to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.speight@dc.gov](mailto:Jacqueline.speight@dc.gov).

Please bring your laptops to the training as we will be accessing your Emergency Response Plans on the [ESA.dc.gov](http://ESA.dc.gov) website. Lunch is on your own and parking is limited on the Emery lot, street parking is recommended. The session will begin promptly at 9:00 AM and is scheduled to conclude at 2:00 PM.

If you have any questions, please feel free to reach out to Carlton Gerald or me.

#### **National Preparedness Month (September 2016)**

September is National Preparedness Month! Throughout September we are reminded of how important it is to plan and get ready for the unexpected. As summer comes to an end and schedules return back to normal, we encourage citizens in the District of Columbia and across the Nation to make a [plan for emergencies](#) and share it with your family and friends. A little preparation will make all the difference... **don't wait!** Please be sure to visit the FEMA <https://community.fema.gov/> and National Preparedness Month [www.ready.gov/september](http://www.ready.gov/september) websites. If you have any questions or would like to request additional safety tips, please reach out to [Carlton Gerald](#) in the Office of School Security.

#### **Reminder: Emergency Response Plans (10/7/2016)**

All Emergency Response Plans (ERPs) located on the [ESA.DC.Gov](http://ESA.DC.Gov) website must be updated and completed by local schools on or before October 14th. ERP reviews will begin Monday, October 17th. Schools with incomplete plans, drill logs, and training/orientation schedules will be identified as non-compliant. If you need assistance with completing your plan, please reach out to your School Operations Specialist, DSL or MSL, [Jacqueline.Speight@dc.gov](mailto:Jacqueline.Speight@dc.gov) or [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov).

#### **Reminder: Great Shakeout of 2016 (10/20/2016)**

The District of Columbia is once again partnering with states on the East Coast to hold a major earthquake drill at 10:20 AM on Oct. 20, 2016. This drill, also known as the Annual Southeast Shakeout, is the District's opportunity to "prevent disasters from becoming catastrophes," by practicing what to do when an earthquake occurs. All DC Public Schools have been registered for the drill. We are asking that schools actively participate at 10:20 AM on Oct. 20th and designate a school-based Point of Contact (POC) to coordinate the drill. If a school is unable to participate on the official drill date, they are asked to choose another date that week to conduct an earthquake drill or activity.

The POC / designee can visit <http://www.shakeout.org/southeast/index.html> for additional resources. Participation is critical to the success and will be important in the event another earthquake occurs. Finally, do not forget to log your Great Shake Out Drill on your Emergency Response Plans (ERP) on the [ESA.dc.gov](http://ESA.dc.gov) website. Please click on the [link](#) to access additional resources. If you have any questions, please reach out directly to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov).

#### **Parent-Child Reunification: Ensuring Seamless Recovery from Critical Incidents Training**

You have registered for the upcoming Parent-Child Reunification: Ensuring Seamless Recovery from Critical Incidents Training, October 25th 8:30AM – 1:00PM @ Emory Training Center, 1712 First St NE.

This training will provide a holistic and fundamental baseline for reunifying children separated as a result of a disaster and aims to assist you and those responsible for the temporary care of children, in enhancing the reunification elements of emergency response plans and or conducting new all-hands reunification planning. This training is being offered by the Emergency Planning



and Guidance Division (EP&G) of DCPS to PreK-12, principals, assistant principals, school counselors, DSL/MSL, SERT team members, and law enforcement serving in schools.

Before taking this training, participants must complete and be certified in IS-360: Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship. Please follow the link below to access the online training and course exam: <https://training.fema.gov/is/courseoverview.aspx?code=IS-360> . Once completed, forward your certificate to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and [Jacqueline.Speight@dc.gov](mailto:Jacqueline.Speight@dc.gov). If there are any question, please do not hesitate to reach out.

Please note parking is not available. A continental breakfast will be provided however, lunch is on your own.

**Emergency Planning and Guidance (EP&G): November 2016:** As part of DCPS' ongoing commitment to ensuring all staff and students are prepared in case of any emergency, EP&G will provide schools with recommended monthly drill scenarios and guidance. November's emergency response protocol drill is "Alert Status". Alert Status response protocol applies when emergency conditions require immediately securing access to the school building and a heightened state of alert with visitors, deliveries, and others who desire access to the facility. Access by students and personnel, to outside areas such as sports fields, playgrounds, and court yards during the school day may be restricted. This [link](#) will direct you to an already prepared Alert Status scenario and guidance that you can use with your students and staff. If you have any questions on or about this drill guidance, please, contact [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) and or [Jacqueline.Speight@dc.gov](mailto:Jacqueline.Speight@dc.gov)

#### **Fire Safety & Emergency Planning Seminar (12/20/16)**

The Emergency Preparedness Team (EP&G) in alliance with the DC Fire & Emergency Medical Services (FEMS), would like to invite all school leaders to take advantage of this professional development opportunity. The training will focus on how to successfully navigate the "Fire Safety Inspection Check List". FEMS will provide guidance on fire codes according to DC Municipal Regulations, outlining best practices, as it relates to evacuation maps, evacuation routes, and site mapping. The second half of the training will consist of the EP&G Team providing support and guidance to school leaders on the ESA web portal and defining expectations page by page for their schools individual Emergency Response Plan. Please click [here](#) to register for this training. If you have any questions or need further clarification, please do not hesitate to contact the Emergency Planning & Guidance Team at [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov)

#### **Emergency Protocols and Drill Schedules 2/17/17**

When an emergency strikes, immediate decisions need to be made, and actions taken, to reduce the potential for injury. Practicing those actions reduces the time for each individual to enact the responses and behaviors that can decrease risk. The requirement and frequency of fire drills mandated by DC codes are recognition that students and staff practicing all hazard-responses are an important component of school safety. Please reference the following guidance documents: [Emergency Operations Planning Document](#), [SY2016-17 Drill Schedule Recommendation Document](#), and the [SY2016-17 Emergency Drills Recommendation Summary](#). Please email [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) for any outstanding questions or concerns.

#### **February Drill: Armed Intruder Lockdown Guidance: 2/17/17**

The safety and welfare of our students and staff are our highest priority. Each month Emergency Planning & Guidance (EP&G) will recommend a drill exercise. February's drill is "[Armed Intruder Lockdown](#)". A friendly reminder fire drills and all-hazard drills should be conducted during the year to help our students know what to do in case of an emergency. Every DCPS school must conduct at least one fire drill per month and six all-hazard drills during the school year, which consist of two lockdown, two emergency evacuation 500 feet (2), and two severe weather safe area drills. This guidance is in accordance with the Emergency and Safety Alliance (ESA) and the School Emergency Response Plan Management Guide, "The Redbook". Schools must also have a current, up-to-date Emergency Response Plans located on the [ESA website](#). We strongly suggest representatives from your School Emergency Response Team (SERT) review the scenarios provided, discuss roles and responsibilities, and plan accordingly. During this drill, please follow the scenario with instructions provided. Finally, all drills should be noted online on your Emergency Response Plans.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); (202) 442-5192

#### **Emergency Planning & Guidance Team and DC FEMS: Free Fire Safety Programs: 3/27/2017**



## DISTRICT OF COLUMBIA PUBLIC SCHOOLS

In an effort to provide Fire Safety Education to our schools, the Emergency Planning & Guidance Team (EP&G) in collaboration with DC Fire & Emergency Medical Services Department (FEMS) offers free fire safety and fire prevention presentations by appointment to DCPS schools. The topics include general fire safety, workplace safety, fire extinguisher training, smoke alarms, and fire evacuation. FEMS programs are also offered throughout the community for groups, day care centers, office buildings, and senior citizen centers. Request a presentation for your school or staff by filling out this [form](#) or calling us.  
POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); (202) 673-3127

### **Bomb Threat Guidance for Schools: 5/8/2017**

The Emergency Planning & Guidance Team (EP&G) recognizes the vast majority of national reports related to school safety in the early part of this school year were about bomb threats. To assist school leaders with their emergency response protocols, we strongly suggest representatives from your School Emergency Response Team (SERT) review our Bomb Threat Emergency Response Protocol, to discuss roles and responsibilities and plan accordingly. We have [school based guidance](#) and an additional [DHS Bomb Threat Guidance & Risk Levels](#) resource.

POC: [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373-4612 and (202) 442-5192

### **DC FEMS Fire Safety Education: 7/19/2017**

In an effort to provide Fire Safety Education to our schools, the Emergency Planning & Guidance Team (EP&G) in collaboration with DC Fire & Emergency Medical Services Department (FEMS) offers fire safety and fire prevention presentations by appointment to DCPS schools at no cost. The topics include general fire safety, workplace safety, fire extinguisher training, smoke alarms, and fire evacuation. FEMS programs are also offered throughout the community for groups, day care centers, office buildings, and senior citizen centers. Click the [click here](#) link for training by request.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); (202) 373-4612

### **SERT School Emergency Response Team Training: 8/1/2017**

**August 10:** The Emergency Planning & Guidance Team will offer School Emergency Response Team (SERT) 1.0 training on Thursday August 10, 2017 for School leaders, DSL/MSL's, business managers, and SERT POCs. Training will be held at 3535 V Street, NE; School Security Division conference room A from 8:30 AM - 2:30 PM. This training is designed to provide school leaders and SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident. Training will be open to first-time attendees only, as space is limited to the first (20) participants to [register here](#). Before taking SERT training, participants must complete and be certified in [FEMA ICS-100: Introduction to the Incident Command System for Schools \(ICS\)](#). The online course will take approximately 90 minutes to complete, with a pass/fail online exam at its conclusion. Once completed, please email certification information to [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov).

POC: [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov); [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373-4612

### **School Emergency Operations Plans Due (EOP): 8/10/2017**

**September 8:** School Emergency Operations Plans (EOP's) are due by Friday, September 8. EOP's should be completed and uploaded into the Emergency Safety Alliance (ESA) web portal [here](#). Other helpful resources are also available on the ESA website.

### **DC FEMS Fire Safety Education (Final Posting) 8/10/2017**

In an effort to provide Fire Safety Education to our schools, the Emergency Planning & Guidance Team (EP&G) in collaboration with DC Fire & Emergency Medical Services Department (FEMS) offers fire safety and fire prevention presentations by appointment to DCPS schools at no cost. The topics include general fire safety, workplace safety, fire extinguisher training, smoke alarms, and fire evacuation. FEMS programs are also offered throughout the community for groups, day care centers, office buildings, and senior citizen centers. Click the [click here](#) link for training by request.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); (202) 373-4612

### **School Emergency Resources: Procedures "Flipchart" & Sample Drills: 8/17/2017**

As requested by school leaders, the Emergency Planning & Guidance Team has updated the ESA web portal with the latest "[flipchart](#)". Also School Emergency Operations Plans (EOP's) are due by Friday, September 8. EOP's should be completed and uploaded into the Emergency Safety Alliance (ESA) web portal [here](#). Other helpful resources are also available on the ESA website. To further provide guidance and support to school leaders, the Emergency Planning & Guidance Team has provided a



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[Sample Emergency Drills Schedule](#) and [Emergency Drills Summary](#) for SY2017-2018.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov); [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373- 4612

### **School Emergency Resources: Procedures "Flipchart" & Sample Drills: 8/29/2017**

As requested by school leaders, the Emergency Planning & Guidance Team has updated the ESA web portal with the latest "flipchart". Also School Emergency Operations Plans (EOP's) are due by Friday, September 8. EOP's should be completed and uploaded into the Emergency Safety Alliance (ESA) web portal [here](#). Other helpful resources are also available on the ESA website. To further provide guidance and support to school leaders, the Emergency Planning & Guidance Team has provided a [Sample Emergency Drills Schedule](#) and [Emergency Drills Summary](#) for SY2017-2018.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov); [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373- 4612

### **Severe Weather & Natural Disaster Response Guidance: 9/11/2017**

The Emergency Planning & Guidance Unit has assembled severe weather and natural disaster guidance response actions for all DCPS employees. Learn more on this [one-pager](#). Additional resources for schools include [Sample Emergency Drills Schedule](#) and [Emergency Drills Summary](#) for SY2017-2018.

In an ongoing effort to assist DCPS staff, families, and community partners, the Emergency Planning & Guidance Unit is raising awareness that September is National Preparedness Month (NPM). The goal of NPM is to increase the overall number of individuals, families, and communities that engage in preparedness actions at home, work, school, and place of worship. Click [here](#) for Ready.Gov resources and marketing and preparedness messaging to print or share on your social media channels throughout the month of September and beyond.

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov); [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373-4612

**Direct Email Listserv: SERT 2.0: 9/13-14/2017:** The Emergency Planning & Guidance Team will offer **SERT 2.0** next level training on September 13-14<sup>th</sup> for School Leaders, DSL/MSL's, Business Managers, and School Emergency Response Teams (SERT). Training will be held at School Security located at 3535 V Street, NE from 8:30 am to 2:00 pm and from 8:30 am to 12:00 pm on Thursday. This course offering will further enhance school based staffs' emergency response knowledge in preparing for, responding to, and recovering from critical incidents in schools. Participants must have completed **SERT 1.0** prior to registering for this course of instruction and completed the FEMA ICS-100: Introduction to the Incident Command System for Schools on line course located [here](#). Click [here](#) to register. If you are unable to attend, please share with other critical school leadership and staff. For additional questions, please email [carlton.gerald@dc.gov](mailto:carlton.gerald@dc.gov) or [aniket.telang@dc.gov](mailto:aniket.telang@dc.gov)

**OCCOO Newsletter 9/26/17: October 19, FEMA Great Southeast Shakeout 2017:** D.C. is once again partnering with states on the East Coast to hold a major earthquake drill at 10:19 AM on Oct. 19, 2017. This drill, also known as the Annual Southeast Shakeout, is the District's opportunity to prevent disasters from becoming catastrophes by practicing what to do when an earthquake occurs. DCPS has been registered for the drill. We are asking all schools to actively participate at 10:19 AM on Oct. 19th and designate a School Emergency Response Team (SERT) POC to coordinate the drill. If a school is unable to participate on the official drill date, they are asked to choose another date that week to conduct an earthquake drill or activity. Participation is critical to the success and will be important in the event another earthquake occurs. The SERT POC can visit [FEMA Great Shakeout 2017](#) to learn more. Finally, do not forget to log your Great Shake Out Drill in the severe weather section of your Schools Emergency Response Plan on the [esa.dc.gov](http://esa.dc.gov) website. [Here](#) are the Recommended Earthquake Safety Actions. **SERT POC:** [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov) (202) 373-4612

**School Emergency Response Team (SERT) 1.0 Training: 10/12/2017** The Emergency Planning & Guidance Unit will offer SERT 1.0 training on Wednesday, October 18, 2017 for school leaders, DSL/MSL's, SRO's, business managers, school psychologist, and SERT POCs. Training will be held at Emery Training Center located at 1712 First Street NE from 8:30 AM - 2 PM. This training is designed to provide school leaders and SERT POCs with an understanding of the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident. Before taking SERT training, participants must complete and be certified in [FEMA ICS-100: Introduction to the Incident Command](#)



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[System for Schools \(ICS\)](#). The online course will take 90 minutes, with a pass/fail online exam at its conclusion. If you are unable to attend, please share with other critical school leadership and staff. Register [here](#).

**SERT POC:** [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov); (202) 373-4612

**October 19, Emergency Preparedness for Teachers Training 10/12/2017:** In an ongoing effort to provide our educators in schools the necessary tools to respond to emergencies, the Emergency Planning and Guidance Unit will be offering Emergency Preparedness for Teachers; "What Teachers Need to Know". This is a half-day course of instruction, which is aimed specifically towards teachers in helping them continue to prevent, prepare, respond, and recover from a variety of emergencies. This course is intended to be a basic course in emergency planning and preparedness. Upon completion, teachers will possess the knowledge of the various DCPS emergency response protocols, the Emergency Procedures Guide, and how to continue to be better prepared during various emergencies. This training will be held at the Emery School, located at 1712 First St. NE on Thursday, October 19th from 9 AM - 12 PM. Register [here](#).

**Training POC:** [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov) (202) 373-4612

**Principals' Weekly Updates 10/13/2017 - Issue 11:** [Resources for FEMA Great Shakeout Drill](#)

**Reminder: "FEMA Great Southeast Shakeout 2017: October 19, 2017":** The District of Columbia is once again partnering with states on the East Coast to hold a major earthquake drill at 10:19 AM on Oct. 19, 2017. This drill, also known as the Annual Southeast Shakeout, is the District's opportunity to "prevent disasters from becoming catastrophes," by practicing what to do when an earthquake occurs. DC Public Schools has been registered for the drill. We are asking that schools actively participate at 10:19 AM on Oct. 19th and designate a School Emergency Response Team (SERT) POC to coordinate the drill. If a school is unable to participate on the official drill date, they are asked to choose another date that week to conduct an earthquake drill or activity.

Participation is critical to the success and will be important in the event another earthquake occurs. The SERT POC can visit "[FEMA Great Shakeout 2017](#)" to learn more. Finally, do not forget to log your Great Shake Out Drill in the severe weather section of your Schools Emergency Response Plan on the [esa.dc.gov](http://esa.dc.gov) website. Click [here](#) to access the Recommended Earthquake Safety Actions. If you have any questions, please reach out directly to [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov) (202) 373-4612

POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov)

**October 19, FEMA Great Southeast Shakeout 2017:** D.C. is once again partnering with states on the East Coast to hold a major earthquake drill at 10:19 AM on Oct. 19, 2017. This drill, also known as the Annual Southeast Shakeout, is the District's opportunity to prevent disasters from becoming catastrophes by practicing what to do when an earthquake occurs. We are asking all schools to actively participate at 10:19 AM on Oct. 19th and designate a School Emergency Response Team (SERT) POC to coordinate the drill. If a school is unable to participate on the official drill date, they are asked to choose another date that week to conduct an earthquake drill or activity. Participation is critical to the success and will be important in the event another earthquake occurs. The SERT POC can visit [FEMA Great Shakeout 2017](#) to learn more. Finally, do not forget to log your Great Shake Out Drill in the severe weather section of your Schools Emergency Response Plan on the [esa.dc.gov](http://esa.dc.gov) website. [Here](#) are the Recommended Earthquake Safety Actions.

**SERT POC:** [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov) (202) 373-4612

**SY17-18 Newsletter: Issue 10 10/24/2017: School Emergency Response Team (SERT) 1.0 Training :** The Emergency Planning & Guidance Unit is hosting SERT 1.0 training on **Wednesday, November 8, 2017** for School leaders, DSL/MSL's, SRO's, business managers, school psychologist, and School Emergency Response Teams (SERT). Training will be at Emery School (1712 First Street NE) from 8:30 AM - 2 PM. This training is designed to provide school leaders and SERT POC's with an understanding of



the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident. Before taking SERT training, participants must complete and be certified in [FEMA ICS-100: Introduction to the Incident Command System for Schools \(ICS\)](#). The online course will take about 90 minutes to complete, with a pass/fail online exam at its conclusion. If you are unable to attend, please share with other critical school leadership and staff. Register for the training [here](#).

SERT POC: [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov); [Carlton.Gerald@dc.gov](mailto:Carlton.Gerald@dc.gov) or [Aniket.Telang@dc.gov](mailto:Aniket.Telang@dc.gov) (202) 373-4612

**Principals' Weekly Updates - Issue 11: School Emergency Response Team (SERT) Training: 10/25/2017:** The Emergency Planning & Guidance Team will offer SERT training for [ASL/CSLs and Registrars](#) on Wednesday October 25, 2017. This training is designed to provide an understanding of the importance of your school's Emergency Response Protocols and the vital roles SERT members must perform before, during, and after a critical incident. Training will be only be open to **"first-time attendees only"**. Training will be held at Emery School located at 1712 First Street NE from 9:00 am to 1:00 pm. Any school support staff person is welcome and encouraged to attend. Please use the following link to register click [here](#)

**Principals' Weekly Updates - Issue 22 1/19/2018:** Crime Prevention Through Environmental Design "CPTED"

In an ongoing effort to support DCPS school leaders, the School Security Emergency Planning and Guidance Unit will be offering Crime Prevention Through Environmental Design for Schools "CPTED". This course offering will focus on the fundamental idea that proper design and management of the physical environment can help prevent and deter criminal behavior and foster a culture of safety by applying three simple CPTED concepts; Natural Surveillance, Natural Access :

CPTED for school leaders ideal participants include principals, operations specialist, facilities personnel, and central office leadership. Click here to register. For additional questions, please contact [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) or [Carlton.gerald@dc.gov](mailto:Carlton.gerald@dc.gov) directly.

**Principals Weekly Updates 1/3/18: Decision to "GO" or "STAY" Utilizing Universal Emergency Response Procedures:** In an ongoing effort to assist school leaders and staff, the Emergency Planning & Guidance Unit is sharing at a glance guidance utilizing the Universal Emergency Response Procedures flowchart. Click here for diagram details, action steps, and emergency response decision points.

For additional guidance and technical assistance, please email the Emergency Planning & Guidance Team at [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) or contact Carlton Gerald and Aniket Telang directly.

**Principals' Weekly Updates - Issue 26: Parent-Child Reunification Training: 2/21/2018:** In an ongoing effort to support DCPS school leaders, the School Security Emergency Planning and Guidance Unit will be offering "Parent-Child **Reunification**- Ensuring Seamless Recovery from Critical Incidents" training on Wednesday February 21, 2018 at School Security located at 3535 V Street, N.E. from 8:30 AM - 1:30 PM.

This course offering will focus on providing a holistic and fundamental baseline for reunifying children as a result of a critical incident at school, the community, or a regional disaster. This training aims to support school leaders and the appropriate school personnel charged for the care of children before, during, and after an incident. Click [here](#) to register .

**Principals Weekly Updates- Issue 34: Reminder: Complete School Safety Drills (Due 5/25/18)**

Schools must complete several safety drills throughout the year, including 2 lockdown drills. Schools that have not yet conducted two lockdown drills must complete both drills by May 25. Please review [this overview of required safety drills and ensure your school is in compliance with all expectations](#).

**Principals Weekly Updates-Issue 39: Reminder: Complete Mandatory 2nd Lockdown Drill (Due 5/25/18)**



## DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Schools must complete several safety drills throughout the year, including 2 lockdown drills. Schools that have not yet conducted two lockdown drills must complete both drills by May 25. Please review this [overview of required safety drills and ensure your school is in compliance with all expectations.](#)

**School Leaders Listserv:** As a friendly reminder, you are registered for the School Emergency Response Team **SERT 1.0** training on Thursday July 12, 2018 at Emery School located at 1712 First Street, NE from 8:30 am to 2:00 PM. This training is designed to provide school leaders, DSL's/MSL's, business managers, school psychologist, counselors, and SERT POC's with an understanding of the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident.

Additionally, before taking SERT participants are encouraged to take the FEMA **Multi-Hazard Emergency Planning for Schools** web-based online course by clicking [here](#).

For additional questions or cancellations, please email [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov).

### **School Safety Seminar: School Leaders Listserv:**

DC Public Schools will be hosting the Emergency Preparedness and School Safety Seminar on Thursday July 19th at Duke Ellington Senior High in Washington DC. The seminar will include a number of the National Capital Region (NCR), education partners attending and participating in select breakout sessions. The target audience will consist of school leaders, SRO'S, emergency management/law enforcement officials, and central office leadership from the NCR. Register now by clicking [here](#). See you there!

**School Leaders Listserv:** As a friendly reminder, you are registered for the School Emergency Response Team **SERT 1.0** training on Wednesday July 25, 2018 at the DCPS School Security Office located at 3535 V St., NE from 8:30 am to 2:00 PM. This training is designed to provide **NEW** school leaders, DSL's/MSL's, business managers, school psychologist, counselors, and SERT POC's with an understanding of the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident.

Before taking SERT participants are encouraged to take the FEMA **Multi-Hazard Emergency Planning for Schools** web-based online course by clicking [here](#).

Additionally, before attending SERT 1.0 training, we are requesting participants to take the **SERT 1.0 Pre-Test** by clicking [here](#). Please take the pre-test one time only.

For additional questions or cancellations, please email [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov).

**School Leaders Listserv:** The Emergency Planning & Guidance Unit will offer School Emergency Response Team **SERT 1.0** training on Friday September 7, 2018 at the School Security office located at 3535 V Street, NE from 8:30 am to 1:30 PM. This training is designed to provide school leaders, DSL's/MSL's, business managers, school psychologist, counselors, and SERT POC's with an understanding of the importance of your school's Emergency Response Protocols and the vital roles that SERT members must perform before, during, and after a critical incident. Click [here](#) to register.

Additionally, before taking SERT participants are encouraged to take the FEMA **Multi-Hazard Emergency Planning for Schools** web-based online course by registering [here](#).

For additional questions, contact Carlton Gerald directly or email [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov)

### **Invitation to OCOO Institute (7/16/18 - 7/20/18)**

School leaders are invited to attend any portion of the OCOO Institute that may be of interest. The institute covers topics including finance, compliance, campus operations, and security. Please review the [course catalog for more information and register here](#). Contact [Cinthia.Ruiz@dc.gov](mailto:Cinthia.Ruiz@dc.gov) or [Jacqueline.Speight@dc.gov](mailto:Jacqueline.Speight@dc.gov) with any questions.

### **Attend Required Policy Training for Principals and Assistant Principals (On 7/25/18)**

All Principals and Assistant Principals must attend mandatory policy training sessions during Summer Leadership Institute. [See this schedule for specific session times.](#)



**Principals Weekly Update-Issue 50: Complete School Emergency Response Plan (Due 9/7/18)**

In order to prepare for a strong and safe school year, principals are expected to identify their School Emergency Response Team (SERT), complete SERT training (either Principal or designee), and submit their Emergency Response Plan (ERP) by Friday, September 7. Please also see an [overview of key emergency response planning, training, and communication requirements for the 2018-19 school year](#). Please contact [Douglas.Hollis@dc.gov](mailto:Douglas.Hollis@dc.gov), Deputy Chief of Operations and Programs, with questions.

**Principals Weekly Updates-Issue 51: [Register for School Emergency Response Training \(SERT\) 1.0](#)**

**Principals Weekly-Issue 52: Complete First Lockdown Drill (Due 8/31/18)**

All schools must conduct two lockdown drills this year, and the first must be completed by Friday, August 31. [Review this guide for full instructions.](#)

**Principals Weekly-Updates Issue 53: [September is National Preparedness Month](#)**

**SSL Weekly: Reminder Earthquake Drill: "FEMA Great Southeast Shakeout 2018" - 10/18**

DCPS is once again partnering with states on the East Coast to hold a major earthquake drill at 10:18 am on Thursday Oct. 18, 2018. The drill is also known as the annual "Southeast Shakeout", which is the District's opportunity to prevent disasters from becoming catastrophes by practicing what to do when an earthquake occurs. DCPS has been registered for the drill and are mandating that all schools participate and designate a School Emergency Response Team (SERT) POC to coordinate the drill. If a school is unable to participate on the official drill date, they are asked to choose another date that week to conduct an earthquake drill. To further support these efforts click here for the "Recommended Earthquake Safety Guidance". Finally, please do not forget to log your earthquake drill in the severe weather section of your Schools Emergency Response Plan located here.

**Principals Weekly-Update Issue 62: Complete Safety Drills and Emergency Planning Documentation (Due 11/2)**

In accordance with the School Emergency Response Plan and Management Guide, schools must document all safety drills and emergency response actions in the Emergency and Safety Alliance (ESA) application drill log section of your school's emergency response plan by Friday, November 2. Reference this memo for more instructions. If you need additional support, email the Emergency Planning and Guidance Unit at [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) or contact Carlton Gerald.

**Principals Weekly Updates: Issue 65: Bomb Threat Guidance for Schools and Central Office Staff:** With the recent rise in school bomb threats in the region, the Emergency Planning and Guidance Unit (EP&G) has provided school leaders and School Emergency Response Teams (SERT) with the [Bomb Threat Emergency Response Protocol](#). SERT members should review the protocol and plan accordingly. Additionally, school-based and central office staff should review the U.S. Department of Homeland Security bomb threat guidance, which includes threat assessment risk levels. If you need additional support, guidance, or technical assistance, please email [dcps.emergencypreparedness@dc.gov](mailto:dcps.emergencypreparedness@dc.gov) or contact Carlton Gerald.

**Principals Weekly Updates: Issue 66: Ensure Your School is Prepared for Emergency Responses 12/13/18**

The Rave Panic Button is a mobile phone application that delivers critical response data to school-based staff, Metropolitan Police Department (MPD), Fire and Emergency Medical Services (FEMS) First Responders, and the Office of Unified Communications (OUC). Next week, School Emergency Response Team (SERT) leads will be trained on the application and its use in managing emergencies for DCPS. Contact your SERT Lead or visit [www.ravepanicbutton.com](http://www.ravepanicbutton.com) for more information.



## Safe and Positive Schools Stakeholder Engagement Plan

The following information outlines the high-level stakeholder engagement plan for Fall and Winter 2018. After the policy has been submitted to Council, there will be another round of public engagement that will include even more families, community members, and additional DCPS staff members.

### Engagement Highlights

- ❑ More than **350 DCPS stakeholders** were engaged across a variety of methods (Students, Families, School Leaders, Chancellor Cabinets, Mental Health Experts, SEL/Equity Advisory Committee, Instructional Superintendents and Central Office Leaders, etc.)
- ❑ More than **30 engagement sessions** were offered across the district

Stakeholder	Event	Date
<b>Students &amp; Families</b> 	Chancellor’s Student Cabinet Meetings	October 11 January 10
	School Visits and Student Discussions: Hendley, Hart, Johnson, Jefferson, Brookland, Eastern, Roosevelt STAY	October – January
	SEAD Deputy Chancellor’s Parent Advisory Group	December 17
	Roosevelt Student Roundtable	January 18
<b>School-Based Staff</b> 	SEL Leads Training: Training and survey distributed during SEL Leads Training	October 18 January 22
	SEL/Equity Advisory Group: School-Based group weighs in on the policy from an SEL and Equity lens	October 30 November 29 (Monthly)

Stakeholder	Event	Dates
<b>School-Based Staff</b> (Continued)  	Mental Health Professional Taskforce: DCPS social workers, psychologists and LEA representatives offer suggestions and recommendations on the policy	December 12 (And ongoing)
	School Visits & Staff Discussions: School-based behavior specialists including Deans, teachers, and other behavior specialists to provide feedback on the policy	Ongoing
	Chancellor’s Teacher Cabinet Meeting	December 19
<b>School Leaders</b>  	Chancellor’s Principal Cabinet Meetings	September 6 December 6
	Leadership Academy: Scenario-based learning discussion of the Chapter 25 DCPS Discipline Policy	September 13
	Leadership Academy: Feedback about equitable behavior practices requested from all school leaders via survey	November 7
	Chief of Schools & Instructional Superintendents Discussion	December 6 January 8
	Deep Dive with Eastern’s Administrative Leadership Team	January TBD
<b>Essential Partners</b>	Central Office Feedback Session	January 14
	Feedback Discussions: Washington Teachers’ Union & Council of School Officers	January 15 January 16

 @DCPSEquity | officeofequity@dc.gov

## Q8 Attachment: DCPS Student Survey Index Results

Select School Grouping	SchoolType
Select Grouping Value	All
Select Index	I04: Safety

### Questions Included in Index

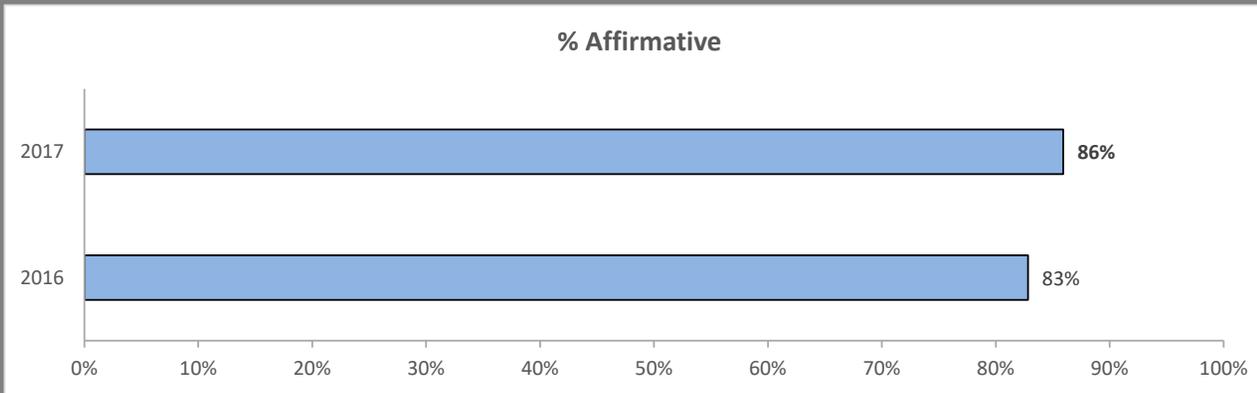
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School	Total 2017	% Affirmative 2017		Total 2016	% Affirmative 2016	
	#	#	%	#	#	%
District Total	23,839	20,482	86%	23,127	19,156	83%
Aiton ES	86	81	94%	77	73	95%
Amidon-Bowen ES	119	95	80%	95	70	74%
Anacostia HS	191	148	77%	292	231	79%
Ballou HS	744	622	84%	755	604	80%
Ballou STAY	254	241	95%	145	131	90%
Bancroft ES	204	181	89%	193	173	90%
Barnard ES	226	210	93%	218	196	90%
Beers ES	170	157	92%	144	132	92%
Benjamin Banneker HS	462	448	97%	435	415	95%
Brent ES	131	122	93%	126	114	90%
Brightwood EC	382	309	81%	369	293	79%
Brookland MS	211	147	70%	267	184	69%
Browne EC	155	149	96%	154	129	84%
Bruce-Monroe ES	169	144	85%	164	140	85%
Bunker Hill ES	68	65	96%	67	45	67%
Burroughs ES	82	66	80%	71	61	86%
Burrsville ES	92	91	99%	93	92	99%

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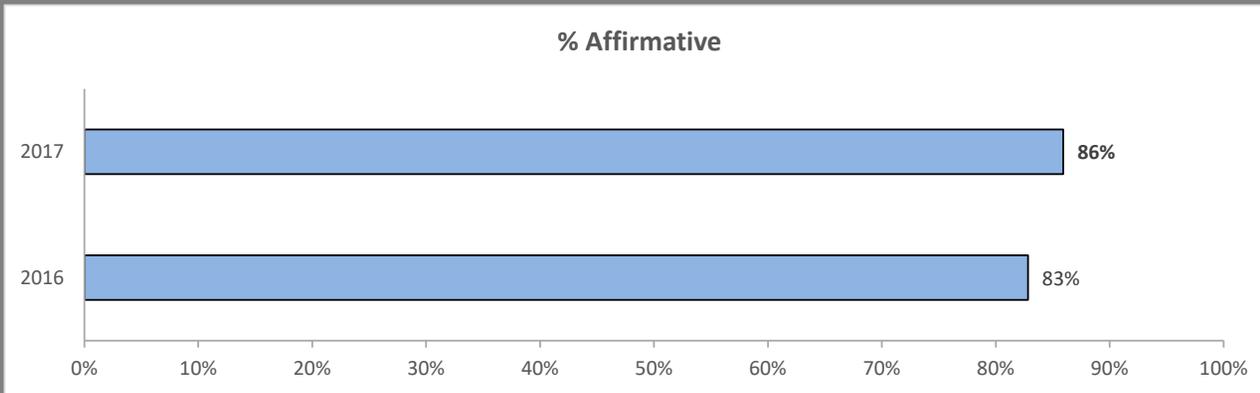
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C.W. Harris ES	130	100	77%	116	82	71%
Capitol Hill Montessori	112	108	96%	97	96	99%
Cardozo EC	637	522	82%	641	492	77%
CHOICE Academy	9	9	100%	8	8	100%
Cleveland ES	105	78	74%	104	91	88%
Columbia Heights EC	975	822	84%	634	507	80%
Coolidge HS	175	142	81%	292	233	80%
Deal MS	1,368	1,252	92%	1,235	1,099	89%
Dorothy Height ES	164	140	85%	149	123	83%
Drew ES	89	70	79%	82	63	77%
Dunbar HS	189	171	90%	303	232	77%
Eastern HS	538	460	86%	652	514	79%
Eaton ES	219	207	95%	222	215	97%
Eliot-Hine MS	139	90	65%	186	142	76%
Ellington School of the Arts	479	439	92%	402	344	86%
Garfield ES	126	114	90%	128	118	92%
Garrison ES	50	45	90%	61	53	87%

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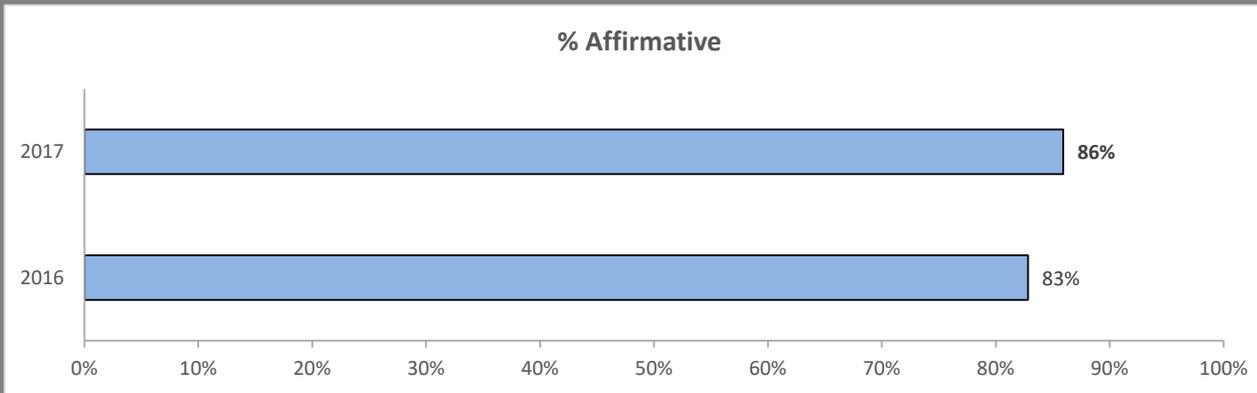
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H.D. Cooke ES	155	147	95%	141	135	96%
Hardy MS	348	305	88%	341	283	83%
Hart MS	281	210	75%	316	233	74%
Hearst ES	116	109	94%	122	111	91%
Hendley ES	184	171	93%	173	74	43%
Houston ES	111	90	81%	90	54	60%
Hyde-Addison ES	119	108	91%	131	118	90%
Inspiring Youth Program	43	33	77%	50	41	82%
J.O. Wilson ES	167	140	84%	147	116	79%
Janney ES	302	290	96%	292	283	97%
Jefferson MS Academy	241	201	83%	251	215	86%
Johnson, John Hayden MS	247	204	83%	244	195	80%
Kelly Miller MS	368	277	75%	394	299	76%
Ketcham ES	114	101	89%	101	82	81%
Key ES	142	136	96%	134	128	96%
Kimball ES	101	82	81%	119	92	77%
King, M.L. ES	91	65	71%	143	87	61%

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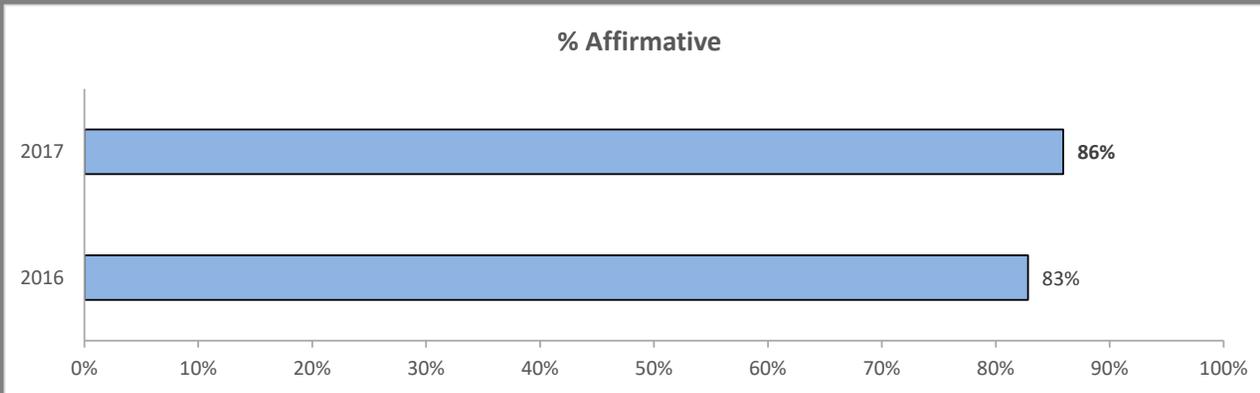
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Kramer MS	215	135	63%	220	141	64%
Lafayette ES	287	282	98%	294	283	96%
Langdon ES	110	96	87%	116	108	93%
Langley ES	113	80	71%	95	78	82%
LaSalle-Backus EC	222	180	81%	197	156	79%
Leckie ES	231	168	73%	195	136	70%
Ludlow-Taylor ES	107	95	89%	107	91	85%
Luke Moore Alternative HS	102	98	96%	111	105	95%
MacFarland MS	68	58	85%			
Malcolm X ES	70	60	86%	75	56	75%
Mann ES	136	133	98%	126	123	98%
Marie Reed ES	143	136	95%	138	114	83%
Maury ES	131	116	89%	127	119	94%
McKinley MS	173	147	85%	196	148	76%
McKinley Technology HS	531	487	92%	265	232	88%
Miner ES	130	82	63%	131	98	75%
Moten ES	112	75	67%	122	90	74%

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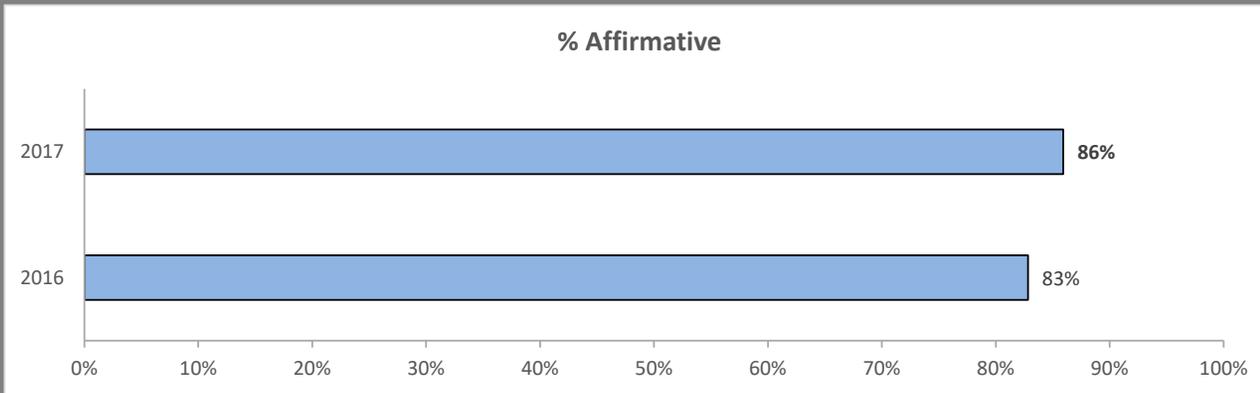
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Nalle ES	94	66	70%	113	88	78%
Noyes ES	63	54	86%	73	61	84%
Orr ES	138	112	81%	117	108	92%
Oyster-Adams Bilingual	396	377	95%	372	349	94%
Patterson ES	141	114	81%	144	127	88%
Payne ES	115	83	72%	106	93	88%
Peabody ES						
Phelps ACE HS	196	168	86%	230	168	73%
Plummer ES	139	99	71%	144	142	99%
Powell ES	205	178	87%	178	156	88%
Randle Highlands ES	82	63	77%	128	97	76%
Raymond EC	288	275	95%	267	254	95%
River Terrace EC	106	92	87%	79	62	78%
Ron Brown College Preparatory H	79	69	87%			
Roosevelt HS	363	306	84%	212	161	76%
Roosevelt STAY	115	111	97%	47	37	79%

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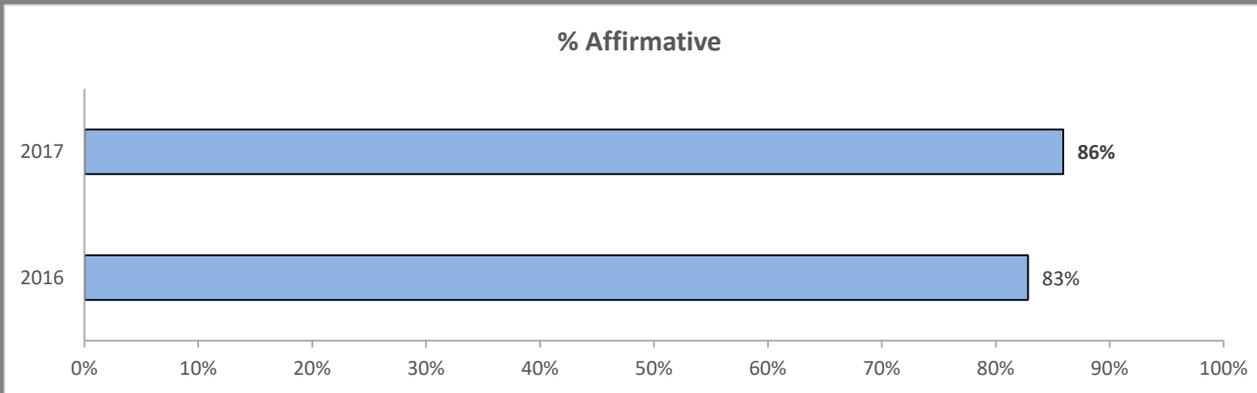
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District Total	23,839	20,482	86%	23,127	19,156	83%
Ross ES	59	59	100%	53	53	100%
Savoy ES	122	87	71%	116	72	62%
School Without Walls HS	345	342	99%	470	464	99%
School-Within-School	102	101	99%	82	80	98%
Seaton ES	103	93	90%	89	83	93%
Shepherd ES	130	114	88%	133	117	88%
Simon ES	120	105	88%	132	101	77%
Smothers ES	76	54	71%	81	53	65%
Sousa MS	237	176	74%	221	153	69%
Stanton ES	205	139	68%	201	126	63%
Stoddert ES	178	173	97%	169	160	95%
Stuart-Hobson MS	278	216	78%	398	323	81%
SWW @ Francis-Stevens	256	232	91%	242	212	88%
Takoma EC	182	136	75%	221	169	76%



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**BILATERAL MODIFICATION**

1. CONTRACT NO: GAGA-2018-C-0079	2. CONTRACT DATE: October 1, 2018	3. MODIFICATION NO: 01	4. MODIFICATION DATE: See Block 12
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**1. DELETE SECTION B.4.1:**

**B.4.1 BASE TERM – Date of Award to December 31, 2018**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Number of Days</b>	<b>Unit Rate</b>	<b>Grand Total</b>
0001	Service and Maintenance of Existing System	90 Days	LOT	\$309,732.00
0002	Hardware Replacements	90 Days		NTE - \$21,000.00
0003	New Installations Labor	90 Days	\$119.00/hour	NTE - \$21,000.00
				NTE - \$351,732.00

**2. REPLACE IT WITH SECTION B.4.1**

**B.4.2 BASE TERM – Date of Award to January 28, 2019**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Number of Days</b>	<b>Unit Rate</b>	<b>Grand Total</b>
0001	Service and Maintenance of Existing System	120 Days	LOT	\$412,976.00
0002	Hardware Replacements	120 Days		NTE - \$28,000.00
0003	New Installations Labor	120 Days	\$119.00/hour	NTE - \$28,000.00
				NTE - \$468,976.00

1. CONTRACT NO: GAGA-2018-C-0079	2. CONTRACT DATE: October 1, 2018	3. MODIFICATION NO: 01	4. MODIFICATION DATE: See Block 12
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**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

2. Contract Number <b>CW52393</b>	3. Effective Date <b>July 9, 2017</b>	4. Requisition/Purchase Request/Project No.
5. Issued By: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001		6. Administered by (If other than line 5) Metropolitan Police Department School Safety Division, Contract and Compliance Unit 5002 Hayes Street, N.E. Washington, DC 20019

7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Security Assurance Management Inc. 910 17 <sup>th</sup> Street, N.W., Suite 220 Washington, DC 20006		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)
9. Discount for prompt payment		10. Submit invoices to the Address shown in (2 copies unless otherwise specified) - N/A
Duns No. <b>82-642-7957</b>	FEIN <b>52-1850187</b>	Code

11. Ship to/Mark For N/A	12. Payment will be made by Metropolitan Police Department Chief Financial Officer Accounts Payable 300 Indiana Avenue, N.W., Room 4106 Washington, DC 20001
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13. Remit Address: SAME AS Section 7

15A. Item	15B. Supplies/Services	15C. Est. Qty	15D. Unit	15E. Unit Price	15F. Amount
0001	Security Guard I Services	478,514.25	\$35.22	1	\$16,853,271.88
0002	Security Guard II Services	65,407.45	\$48.04	1	\$3,142,173.89
Total Estimated Contract Amount					\$10,995,445.77

16. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	Contract Form	1		I	Contract Clauses	49
X	B	Supplies or Services & Cost/Price	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	Services	6		J	List of Attachments	58
X	D	Packing and Marking	27	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	Inspection and Acceptance	28		K	Representations, Certifications and Other Statements of Offerors	60
X	F	Deliveries or Performance	29		L	Instructions, conditions & notices to Offerors	N/A
X	G	Contract Administration Data	32		M	Evaluation factors for award	N/A
X	H	Special Contract Requirements	37				

Contracting Officer will complete item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return (1) copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> <b>AWARD</b> Your offer on Solicitation Number <u>DOC 298568</u> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or print) <b>Russell A. Stephens/President</b>	19C. Date Signed <b>06/14/17</b>	20A. Name of Contracting Officer <i>Yvette Henry</i> (Signature of Contracting Officer)	20C. Date Signed <b>7/6/17</b>
19B.  (Signature of person authorized to sign)			

## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 INTRODUCTION**

The Government of the District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the Metropolitan Police Department (MPD) and the District of Columbia Public Schools (DCPS), is seeking a highly skilled and technically proficient security Contractor to provide security services and qualified personnel to protect persons and property at DCPS in accordance with Attachment J.10 of this document

### **B.2 CONTRACT TYPE**

The District contemplates awarding a requirements type contract with fixed hourly rates in accordance with 27 DCMR Chapter 24. The fixed hourly rates shall constitute the entire payment to the Contractor and the Contractor shall perform without any additional compensation.

#### **B.2.1 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Post Orders provided weekly by the Contract Administrator. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any post order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the contract and/or option expiration.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED LABOR HOURS	LABOR HOURLY RATE*	ESTIMATED AMOUNT
0001	Security Guard Services (Guard I) in accordance with the requirements in Section C.5.1 thru C.5.6.	478,514.25	<u>\$35.22</u>	<u>\$16,853,271.88</u>
0002	Security Guard Services (Guard II) in accordance with the requirements in Section C.5.1 thru C.5.26.	65,407.45	<u>\$48.04</u>	<u>\$ 3,142,173.89</u>
<b>Total Estimated Amount for Guard Services for the Base Year</b>				<b>\$19,995,445.77</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.2 OPTION YEAR ONE (1)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED LABOR HOURS	LABOR HOURLY RATE*	ESTIMATED AMOUNT
1001	Security Guard Services (Guard I) in accordance with the requirements in Section C.5.1 thru C.5.26	478,514.25	<u>\$36.27</u>	<u>\$17,335,711.84</u>
1002	Security Guard Services (Guard II) in accordance with the requirements in Section C.5.1 thru C.5.26	65,407.45	<u>\$49.48</u>	<u>\$ 3,236,360.62</u>
<b>Total Estimated Amount for Guard Services for the Option Year One (1)</b>				<b>\$20,592,072.46</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.3 OPTION YEAR TWO (2)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED LABOR HOURS	LABOR HOURLY RATE*	ESTIMATED AMOUNT
2001	Security Guard Services (Guard I) in accordance with the requirements in Sections C.5.1 thru C.5.26	478,514.25	<u>\$37.35</u>	<u>\$17,872,507.23</u>
2002	Security Guard Services (Guard II) in accordance with the requirements in Sections C.5.1 thru C.5.26	65,407.45	<u>\$50.96</u>	<u>\$ 3,333,163.65</u>
<b>Total Estimated Amount for Guard Services for the Option Year Two (2)</b>				<b>\$21,205,670.88</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.4 OPTION YEAR THREE (3)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED LABOR HOURS	HOURLY LABOR RATE	ESTIMATED AMOUNT
3001	Security Guard Services (Guard I) in accordance with the requirements in Sections C.5.1 thru C.5.26	478,514.25	<u>\$38.47</u>	<u>\$18,408,443.19</u>
3002	Security Guard Services (Guard II) in accordance with the requirements in Sections C.5.1 thru C.5.26	65,407.45	<u>\$52.48</u>	<u>\$ 3,432,582.97</u>
<b>Total Estimated Amount for Guard Services for the Option Year Three (3)</b>				<b>\$21,841,026.16</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.3.5 OPTION YEAR FOUR (4)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED LABOR HOURS	HOURLY LABOR RATE	AMOUNT
4001	Security Guard Services (Guard I) in accordance with the requirements in Section C.5.1 thru C.5.26	478,514.25	<u>\$39.62</u>	<u>\$18,958,734.58</u>
4002	Special Police Officer (SPO) (Guard II, Unarmed) in accordance with the requirements in Section C.5.1 thru C.5.26	65,407.45	<u>\$54.05</u>	<u>\$ 3,535,272.67</u>
<b>Total Estimated Amount for Guard Services for the Option Year Four (4)</b>				<b>\$22,494,007.25</b>

\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

**B.4** An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District of Columbia Government (District), Office of Contracting and Procurement (OCP), on behalf of the Metropolitan Police Department (MPD) and the District of Columbia Public Schools (DCPS) requires a Contractor to provide security services to approximately 125 schools in the DCPS system. The Contractor shall provide school security services to promote safety and protect DCPS students, employees and property as detailed in the requirements of this document.

**C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

#	TYPE	TITLE	DATE/ VERSION
1	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 6A, Chapter 11 and Title 17 Chapters 20 and 21 Available at: <a href="http://os.dc.gov/os/cwp/view,a.1207,q.639817.asp">http://os.dc.gov/os/cwp/view,a.1207,q.639817.asp</a>	June 2007
2	D.C. Law	Council of the District of Columbia, "Enhanced Professional Security Amendment Act of 2008" Available at: <a href="http://www.dccouncil.us/images/00001/20080122101252.pdf">http://www.dccouncil.us/images/00001/20080122101252.pdf</a>	Most Recent
3	D.C. Municipal Regulations	Special Police Officer's Commission DC Police Department – Security Officer's Management Branch (SOMB), which utilizes District of Columbia Municipal Regulations, Title 6A, Chapter 11  Available at: <a href="http://os.dc.gov/os/cwp/view,a.1207,q.639817.asp">http://os.dc.gov/os/cwp/view,a.1207,q.639817.asp</a>	Most Recent
4	D. C. Municipal Regulations establishing requirements for personnel with working children	DC Law 15-353, "Child and Youth, Safety and Health Omnibus Amendment Act of 2004, as amended Available at: Office of Documents and Administrative Issuance; 441 4 <sup>th</sup> Street, NW, Room 520, Washington, DC 20001	Most Recent
5	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 5, Chapter 2503 Available at: <a href="http://os.dc.gov/os/frames.asp?doc=/os/lib/os/info/odai/title_5/25.pdf">http://os.dc.gov/os/frames.asp?doc=/os/lib/os/info/odai/title_5/25.pdf</a>	Most Recent

### C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- C.3.1 **After Care School Hours:** The hours from 3:30 p.m. to 7:00 p.m., Monday through Friday, at each school where aftercare services are provided.
- C.3.2 **Before School Hours:** The hours from 6:30 a.m. to 8:00 a.m., Monday through Friday, at each school where before school services are provided.
- C.3.3 **Contract Administrator (CA):** The designated MPD representative responsible for ensuring that the work of the contractor conforms to the requirements of the contract and for advising the Contracting Officer (CO) accordingly.
- C.3.4 **Director School Security:** The individual in charge of the school security functions within DCPS.
- C.3.5 **Emergency occurrences:** Serious disruptions erupting in or around the school, including, but not limited to, flood or other severe weather conditions, epidemic, riot, equipment failure, or other exigent situations.
- C.3.6 **Extended School Year:** Additional days that designated schools operate beyond the traditional number of school days as stipulated in the J.10
- C.3.7 **Fixed Post:** One specific location (post) in the school buildings to which an officer is assigned.
- C.3.8 **Incident Report:** A written report, prepared by security personnel documenting all incidents occurring in their respective schools.
- C.3.9 **Incident Response:** Actions a security officer in response to incidents occurring within and around schools such as fights and injuries.
- C.3.10 **Open Post:** An instance in which a request for security services is not provided during the hours and dates requested in accordance to the contract requirements.
- C.3.11 **On-site Security:** Security services performed on District of Columbia Public Schools property.
- C.3.12 **Post Orders:** Written documents that describe the security functions to be performed at each post on each shift at each facility.
- C.3.13 **Regular Schools Hours:** The hours from 7:30 a.m. to 4:30 p.m., Monday through Friday, for all schools.

- C.3.14 Roving Patrols:** Officers walking within and around a school campus checking for disorder and any suspicious activity, package or weapon.
- C.3.15 Security Officers (SO),** also known as **Guard I:** An unarmed security guard licensed by MPD, with at least two (2) years of experience, who is charged with preventing and responding to threats or crimes against students, staff and property.
- C.3.16 Security Orders:** The written policies and procedures that govern school security operations and are provided by the MPD or by the Contractor and approved by MPD. These include, but are not limited to, citywide procedures and specific guidelines for each facility.
- C.3.17 Special Activity:** Any organization function in DCPS facilities, such as athletic events, Parent Teachers Association (PTA) meetings, student groups, community/nonprofit associations meetings, ANC meetings, town hall meetings, church and religious organizations events, elections.
- C.3.18 Special Police Officers (SPO),** also known as **Guard II:** Unarmed, commissioned police officers authorized to make arrests whenever the law requires that such action be taken. SO's perform a variety of duties in the prevention of and response to threats or crimes against students, staff and property.
- C.3.19 Temporarily Assigned Staff (TAS):** Security officers assigned to cover will call posts and fill posts vacated by absent employees.
- C.3.20 Will Call Posts:** Posts that are covered, in case of an emergency, on an as needed basis as requested by the CA to the Contractor. Will Call Posts are those locations that are:
- (1) not included in Attachment J.10; and
  - (2) require the Contractor to fill the post with less than four (4) hours' notice; and
  - (3) will not exceed 12 hours in duration.

#### **C.4 BACKGROUND**

- C.4.1** The *School Safety and Security Contracting Procedures Act of 2004* mandates the responsibility for security services within District of Columbia Public Schools (DCPS) to be under the authority of the Metropolitan Police Department.
- C.4.2** District of Columbia Public Schools are open 42 of 52 weeks of the year. Students attend school 183 days of the year, teachers 192 days. Additionally, schools are used for before-school breakfast programs, after-school programs, community meetings, summer school, and extracurricular activities. The security services described herein will serve all schools as listed in Attachment J.10.
- C.4.3** For school year 2017-2018, the number of DCPS operated schools will be less than 130. Approximately 50,000 students attend DCPS, including an estimated 27,500 elementary school students, 5,500 middle school students, nearly 13,000 senior high students, and 3,500 other students (i.e., special education schools, STAY programs, and educational centers).

**C.5 GENERAL REQUIREMENTS**

- C.5.1** The Contractor shall conduct its operations in such a manner as to demonstrate the highest standards of employee professionalism, competency, conduct, cleanliness, appearance, and integrity.
- C.5.2** The Contractor shall prepare specialized reports and other special project documents as required by the CA.
- C.5.3** The Contractor shall assist with enforcing the DCPS standards for student discipline (DC Municipal Regulations Title 5 Chapter 25), order maintenance, reduction of criminal activities and the enhancement of the safety climate at schools.
- C.5.4** Provide Temporary Assigned Personnel (TAS) as described in Sections C.5.10 and C.5.11.3.
- C.5.5** The Contractor shall make bi-lingual or multilingual capabilities in Spanish, Vietnamese, French, Amharic, Chinese, and other languages a plus factor in recruiting and selection. Recruited staff should reflect the city's diverse population.
- C.5.6** The Contractor shall not enter into any agreement to provide security services in any DCPS facility outside of this contract.
- C.5.7** The District reserves the right to provide the Contractor with 2 (two) days advance notice if the hours, days and/or sites change. The security services described herein will serve all schools as listed in Attachment J10.

**C.5.8 CONTRACTOR'S TASKS**

- C.5.8.1** The Contractor shall provide trained labor, management, supervision, training, and supplies necessary to protect the District Government-owned and leased facilities listed in Attachment J.10, as well as persons working at or visiting those locations, in compliance with all District laws and regulations, including those governing security officers, Special Police Officers, contracting, and working with youth and children.
- C.5.8.2** The District will assign a Contract Administrator (CA) to monitor the Contractor's performance. The Contractor shall receive from the CA or designated Points of Contact at each facility-specific Post Orders upon initial assignment of its employees and whenever amended. In addition to the security services called for under the terms of this document, Post Orders shall be used by contract employees as the required procedures to address specific security concerns at particular Facilities. The Contractor shall review and accept and implement all modifications, amendments and revised to Post Orders from the CA to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Such changes shall not require modification of the contract.
- C.5.8.3** In general, the Contractor shall:

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- A. Prevent and report safety and security risks, by observing, patrolling, and searching for damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats to, or disposition of, District or personal property, to the CA and DCPS;
- B. Discover and detain persons attempting to gain unauthorized access to, or having unlawfully entered a property or secured areas; this includes monitoring building intrusion detection systems, conducting roving patrols and any other related duties as determined by the CA;
- C. Control entry and egress access by screening and searching persons and packages coming into District Government schools and buildings to ensure that no unauthorized or illegal property is brought into or removed from such locations;
- D. Provide protection and security services, which may include providing escort services, to all visitors within DPS properties;
- E. Assure that all Contractor personnel shall be in full uniform and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their posts until the end of the full tour of duty;
- F. Respond as necessary to support other life safety duties as identified in post orders;
- G. Report immediately to the CA and DCPS all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits; and
- H. Provide assistance as directed by the CA or DCPS in any other emergency incident or situation.

**C.5.9 STAFFING AND POST ASSIGNMENTS**

- C.5.9.1** The Contractor will assign qualified personnel as needed to manage the contract and supervise the guards in order to ensure the provision of high quality services.
- C.5.9.2** The Contractor shall provide manpower to cover fixed posts in accordance with Attachment J.10, and shall conduct roving patrols in accordance with post orders at each school.
- C.5.9.3** The Contractor shall provide manpower to cover all posts and duty hours as outlined in Attachment J.10, Special Activities and Will Call Posts. Any post duty hours, or portions thereof not covered in accordance with Attachment J.10, Special Activities and Will Call Posts will be deemed an Open Post.
- C.5.9.4** No employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more posts in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the CA in situations he or she deems to constitute an emergency, e.g., severe weather, civil disturbance, or other

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unusual events. The Contractor shall obtain written confirmation of a waiver from the CA for each instance.

- C.5.9.5** The Contractor shall ensure that schools with students whose primary language of communication is not English are staffed with personnel who are conversant in the primary language(s) of said students.
- C.5.9.6** While assigned to a post, the duties of the Contractor's employees shall include, but are not limited to, serving at a fixed post, roving patrols, escorting persons within DCPS property, screening persons, packages, and other items both electronically and physically, if necessary, and helping visitors by answering questions and providing directions and taking appropriate action to ensure the safety of the students, school administration, and visitors. The Contractor shall ensure Post Orders are adhered to at all time. Any deviation from the Post Orders requires a written confirmation of permission from the CA.
- C.5.9.7** The Contractor shall not assign employees who:
- A. Do not meet the minimum qualifications as outlined below in **Section C.5.15**.
  - B. Have not received the minimum training specified in **Section C.5.17**.
  - C. Have not received orientation as specified in **Sections C.5.17.5.2 and C.5.25.1(b)**.
  - D. Have not received their valid commissions or certifications, proper uniforms, or the equipment required to perform as defined in the contract.
- C.5.9.8** All of the Contractor's employees shall report for duty on time, in full uniform, with required licenses and certifications. Any employee violating this section shall be removed from its post until such time as the employee is in compliance with the terms of this clause. The post shall be considered open from the scheduled beginning time of tour of duty until it is properly covered. The Contractor shall immediately provide post coverage upon removal of any employee. The Contractor shall be liable for liquidated damages in accordance with **Section H.14**.
- A. The Contractor shall ensure that security personnel properly record activities in the Activity Log Book located at each post. Log entries shall include, but are not limited to, name, arrival on duty and departure times, and date and time observing any criminal offense, accidents, injuries to persons, damage to property, complaints, or unusual incidents. In the event that the District implements an automated or electronic system to replace the Log Book, the Contractor's employees shall utilize this new process. The Contractor shall immediately provide post coverage upon the removal of any employee. The Contractor shall be liable for liquidated damages for open post in accordance with **Section H.14**.
  - B. Security personnel shall respond to any incidents that threaten the safety and security of DCPS students, employees, visitors, and operations expeditiously. All incidents shall be documented and transmitted in accordance to instructions provided by the CA to DCPS no later than the end of the tour of duty, or by 10:00am the next business day if the incident occurs after regular school hours.

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- C. Security personnel shall transmit in accordance to instructions provided by the CA all incident reports to the DCPS to have the incident entered into the DCPS database.
- D. The Contractor shall ensure that all incident reports and other documents are written clearly, legibly, and accurately. Any report returned for corrections, changes, or signatures must be resubmitted by close of business the same day.
- E. The Contractor shall collect all original reports and documents in an organized manner, store them in accordance with established procedures provided by the CA, and turn them over to the CA monthly or more frequently upon request. All records shall be readily available to MPD and DCPS during the performance of the contract.
- F. The Contractor shall ensure that personnel can operate, monitor, and respond to state-of-the-art technology to include Closed Circuit Television (CCTV), X-ray machines, walk-through and hand-held metal detectors, and egress door alarm systems.
- I. In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the Contractor shall provide a number of employees greater than that required for full staffing of all assigned work locations, and hold these in reserve in a designated location within the District of Columbia. Initially, this over supply shall be set at Ten (10) percent of the total number of guards. This percentage may be adjusted in consultation with the CA, as necessary, during the term of the contract. A lapse in coverage will result in the Contractor being liable for liquidated damages.

**C.5.9.9** If during a site inspection, it is determined by the CA or the CA's representative that a Contractor's employee assigned to a post does not meet the requirements, as outlined in District of Columbia Municipal Regulations, Title 6A, **Section C.5.15** of this contract, or the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered open (vacant). The CA will issue a written notification to the Contractor and liquidated damages will be assessed in accordance with **Section H.14**.

**C.5.9.10** The Contractor shall ensure that relief guards relieve other security employees at their assigned posts for breaks. Each security employee shall receive a break of one half-hour (1/2 hour) each day. The relief guard shall have the same qualifications as the guard being temporarily replaced, and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the post.

**C.5.9.11** If there is a need to change a permanently assigned guard the change will be made within the school without disruption of guards permanently assigned to other school locations.

**C.5.9.12** Contractor personnel shall not bring onto or depart from DCPS property with weapons or ammunition without specific written authorization from the MPD Director of School Safety.

**C.5.10**      **WILL CALL POSTS**

**C.5.10.1**      All other requests beyond Will Call Posts for security services within the scope of the contract made by the CA will be considered changes to the contract and will be billed at the hourly rate in the contract. When security services are required at Will Call Posts, the Contractor shall have all required employees in place within four (4) hours of notice. These posts shall be covered by the Contractor on an as needed basis with short notice to the Contractor. Payment for services shall begin when an employee reports for duty at a Will Call Post.

**C.5.11**      **MANAGEMENT SUPERVISION**

**C.5.11.1**      The Contractor shall provide a Management Plan which includes its post coverage and notification process for staffing deployment to ensure compliance with **Section C.5.9** of this solicitation. Also, the Contractor shall include a retention plan as a part of its management plan. The Management Plan shall become a performance requirement of the contract upon review and acceptance by the District.

**C.5.11.2**      All deployment schedules shall be provided to the CA monthly, and immediately upon posting any changes. The MPD reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications.

**C.5.11.3**      The Contractor shall provide to the CA and DCPS on a daily basis certification that all posts are filled by 0830 hours. The Contractor shall provide an Accountability Report of all open posts no later than 0830 hours, for regular school hours. The Contractor shall manage the open posts to ensure that all open posts are covered by Temporary Assigned Staff (TAS) or a Supervisor at the rate of the assigned guard. The Accountability Report will identify which posts were open, for how long, and what steps were taken to fill the post and the status as of 0830 hours.

**C.5.11.4**      The Contractor shall maintain Post Orders and Security Orders, including all updates and information required to be inserted in the orders. The Contractor shall update the orders when necessary and provide copies for use by all Contractor employees within two (2) business days of any changes.

**C.5.11.5**      At each fixed post, the Contractor shall furnish and maintain the Post Orders and Security Orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. The security orders shall not be removed from the property or be reproduced or copied in any manner without the prior written consent of MPD. Upon receipt of written approval of MPD, the Contractor shall post proposed changes in the security orders and the updates thereof.

**C.5.11.6**      The Contractor shall provide testimony and information for hearings and litigations as needed.

**C.5.11.7**      The Contractor shall prepare the post orders in coordination with the school principal, or designee, for each school and submit to the CA and DCPS, for approval within the

timeframe specified by the CA. The Contractor shall be given a copy of the current post orders for each school as a part of the transition.

- C.5.11.8** Upon final approval as defined in **Sections C.3.11 and C.5.11.7**, the Contractor shall distribute and abide by the approved orders. Except for emergencies, no deviations from post orders shall be made. The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post.
- C.5.11.9** The Contractor shall provide TAS as needed. The CA will provide twenty-four (24) hours notice of the requirement for increased staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.
- C.5.11.10** The Contractor shall provide TAS personnel for special security needs to include, but not limited to, special events, school sporting events, PTA meetings and other before or after-hours events, or to augment existing staff during periods of heightened security.
- C.5.11.11** The Contractor shall ensure that all management personnel fully understand contract compliance requirements and adhere to said requirements.

**C.5.12** **INVESTIGATIONS**

- C.5.12.1** The Contractor shall assist and cooperate in investigations of administrative misconduct, criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters for that particular facility as defined in the post orders. The District will examine the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to Government-owned property, and other pertinent information. In order to accomplish this, the District will have the authority to question any persons having knowledge relative to or present when such accident or incident occurred, including employees and agents of the Contractor. The employees of the Contractor shall not withhold any information from MPD officers or DCPS during any investigation.
- C.5.12.2** The Contractor shall ensure that in the event of a conflict between the security orders and the post orders, the security orders shall take precedence.

**C.5.13** **CONTRACTOR'S EMPLOYEES APPEARANCE**

- C.5.13.1** The Contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty.
- C.5.13.2** The Contractor's personnel shall adhere to the approved grooming standards. Therefore, the Contractor shall establish and implement a dress code and grooming standards for guards and all other staff assigned to the contract. The proposed dress code and grooming standards shall be submitted with the proposal. A suggested uniform and equipment should include items such as: shirts, trousers, ties, blazers, name tag, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots,

belts and other items as deemed necessary by the Contractor. MPD shall have the right to approve the uniform.

**C.5.13.3** The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by Contractor from the SOMB and CA. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the CA.

**C.5.14** **QUALITY CONTROL PLAN (QCP)**

**C.5.14.1** The Contractor shall submit a detailed Quality Control Plan along with the proposal. The Quality Control Plan shall include, but not be limited to the following areas:

- A. Identification of Quality Control Monitor(s) assigned and evidence of their qualifications.
- B. A description of the type, level, and frequency of inspections performed by Contractor Quality Control Monitors. Inspections shall be conducted as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan. Quality Control Inspection Checklists shall include, at a minimum, inspections of: equipment; uniforms and appearance; attendance and sign in/out procedures; knowledge of and adherence to Post Orders; knowledge and adherence to screening equipment operating procedures; possession of training certifications; and overall contract performance.

**C.5.14.2** Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this contract.

**C.5.14.3** The Contractor shall prepare Quality Control Inspection Reports and submit them to the CA monthly or upon request. The reports shall include details of any problems or deficiencies noted during an inspection and shall inform the CA of all actions taken, or planned, to resolve the problems. The CA may request more frequent updates on corrective actions needed to resolve problems.

**C.5.14.4** If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and CA shall meet with the Contracting Officer to discuss the Contractor's performance, Quality Control Plan, Management Plan and any other areas of concern regarding the contract. Through the Contracting Officer, the CA may request that the Contractor take additional steps to improve both the overall performance of the Contractor and adherence to the Quality Control and Management Plans.

**C.5.15** **CONTRACTOR EMPLOYEE QUALIFICATIONS**

**C.5.15.1** The Contractor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel

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in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.

- C.5.15.2** The Contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract employees maintain such standards. All Contractor employees shall be citizens of the United States of America, or authorized to work herein.
- C.5.15.3** The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. The work under this contract requires frequent and prolonged walking, standing, and occasionally running. The security personnel may also have to subdue violent or potentially violent individuals. Physical and mental stamina is a basic requirement under this contract. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the Metropolitan Police Department Security Officer Management Branch's (SOMB) certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter (Subject to change by MPD Licensing Regulations). The SOMB is located at 2000 14<sup>th</sup> Street, NW, Washington, DC, 20007.
- C.5.15.4** The Contractor shall ensure that its security employees have passed a Tuberculosis (TB) test administered by a licensed physician.
- C.5.15.5** No individual assigned to this contract shall have been convicted of any offense that would cause the revocation or non-renewal of the individual's SO license or SPO commission. The Contractor shall immediately and permanently remove any such individual from the contract and notify the CA. In addition, the Contractor and employees must immediately notify the CA and SOMB of any arrests for offenses that might lead the revocation of an SPO commission, SO license, or certification of compliance with DC Law 15-353, "Child and Youth, Safety and Health Omnibus Amendment Act of 2004," as amended. Failure to comply may be cause for the exercise of contract remedies, including termination of the contract.
- C.5.15.6** The Contractor shall conduct a pre-employment drug screening and a random drug-screening program for the duration of the contract for all employees who have contact with children. This includes employees filling all positions under the contract except the Administrative Staff. The Contractor shall maintain the results in the employees' personnel file in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).
- C.5.15.7** The Contractor will ensure that all employees are fit for duty. If it is deemed the guard does not meet the fitness standards the Contractor upon request from MPD will provide documentation certifying the guard's fitness.

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**C.5.15.8** To be eligible to perform under this contract, the Contractor's security employees shall possess the following:

**C.5.15.9** All Guards I and II shall possess a high school education or GED and have two (2) years experience demonstrating:

- 1) the ability to communicate successfully with the general public and to read, write and speak the English language fluently;
- 2) the ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials;
- 3) the ability to maintain poise and self-control under duress; and
- 4) the ability to construct and write clear, concise, accurate and detailed reports in English.
- 5) the ability, skill and knowledge to operate, monitor and respond to State-of-the-art technology to include Closed Circuit Television (CCTV), X-Ray Machines, Walk-through and Hand-Held Metal Detectors and Egress Door Alarm Systems.
- 6) the ability, skill and knowledge to utilize the equipment listed in five above to detect contraband, weapons and any other illegal, destructive or incendiary device, whether on the person or secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering the Facility to which assigned.
- 7) Be in compliance with DC Law 15-353, "Child and Youth, Safety and Health Omnibus Amendment Act of 2004," as amended.
- 8) 8) Employees classified as Guard 1, Security Officer (SO) shall be licensed by MPD and shall be responsible for preventing and responding to threats or crimes against students, staff and are not authorized to carry firearms. Guard I are authorized to search and detain but not arrest. The security officer position in this contract is the same as the Guard 1 position in the labor determinations by the U. S. Department of Labor.
- 9) Employees classified as Guard II must be commissioned and are prohibited from carrying a firearm; are authorized to make arrests whenever the law required that such action to be take and performs a variety of duties in the prevention of and response to threats or crimes against students, staff and property; and that the Security Police Officer (SPO) position is the same as the Guard II position in the labor determinations by the Department of Labor.

**C.5.15.10** Special Police Officers shall meet the qualifications above and, in addition, the qualifications stipulated in the most recent version of the District of Columbia Municipal

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Regulations, Title 6A and the *Enhanced Professional Security Amendment Act of 2006* and maintain a current Commission:

C.5.15.11 Security Officers (SO) also known as Guard I shall search and detain, but they do not carry a firearm nor do they have authority to arrest. An SO performs a variety of duties in the prevention of and response to threats or crime against students, staff and property. The Security Officer position is the same as the Guard I position in labor determinations by the Department of Labor.

**C.5.16 CHILD AND YOUTH HEALTH AND SAFETY ACT REQUIREMENTS**

**C.5.16.1 Requirements for Drug and Alcohol Testing**

- 1) The Contractor shall either hire an independent Contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program, or shall utilize drug testing program management software approved by the MPD.
- 2) As specified in Section 2036 of the Child and Youth Health and Safety Act, the Contractor shall implement the policies and procedures outlined in Sections 2032-2035.

**C.5.16.2 Requirements for Criminal Background Checks**

- 1) The Contractor shall agree to comply with Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code 4-1501.10 et. seq.) (2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) and its implementing regulations at Chapter 5 of 27 DCMR, as they may be amended.
- 2) Any Contractor employee that has contact with DCPS students is required to comply with requirements of the Child and Youth Health and Safety Act.

**C.5.17 TRAINING**

C.5.17.1 The Contractor shall be responsible for training all employees performing under this contract. Neither the time expended for training, nor payment for attending required training, shall be billable as a separate cost item to the District. Lesson plans and outlines for each block of instruction shall be submitted for review and approval by the CA and SOMB.

C.5.17.2 The Contractor shall ensure that all employees performing on this contract have completed the Basic Training Curriculum listed below prior to assignment. The Contractor shall submit training completion rosters to the CA before the assignment of personnel. New employees hired by the Contractor shall not report to duty until this training has been completed. The CA will review the Contractor's roster of eligible employees submitted by the Contractor for approval. The Government reserves the right to periodically inspect

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training sessions. The CA or a member of the CA's staff, other MPD staff and DCPS staff are authorized to inspect the training sessions.

**C.5.17.3** The Contractor shall be responsible for training its employees who shall perform under this contract. Each employee shall receive at a minimum 45 hours of basic training and 40 hours of supplemental training. Special Police Officers, or Guard IIs, shall receive an additional 9 hours of basic training. Supervisors shall receive 16 hours of additional supervisory training. Lesson plans and outlines for each block of training in the basic and the supervisory training shall be submitted with the proposal. For the supplemental 40 hours of training, the Contractor shall submit with the proposal a plan for obtaining this training, including potential sources for the supplemental training.

**C.5.17.4. Basic Training Curriculum**

**C.5.17.4.1** The Contractor shall submit within three (3) days after being requested by the Contracting Officer lesson plans and outlines for each block of training in the Basic Training. The Contractor shall ensure that all personnel assigned to this contract have completed the basic SO and SPO training curriculum, as defined by SOMB that includes, but are not limited to, the following courses:

Basic Training	Hours	
	Guard I & Guard II	Additional Guard II Training
Conduct & Appearance (Uniform, Equipment, & Grooming) On-Duty	1	
Observation, Description, & Report Writing	3	
Alarm & Video Monitoring	1	
Patrol Techniques	1	
Magnetometer, X-Ray Machine & Screening	2	
Drugs	1	
Arrest Procedures		4
Search, Seizure, & Detention	1	1
Use of Force	2	2
DC Code Criminal & Civil Law	4	2
Court Preparation & Procedures	0.5	
Sexual Harassment	1	
School Security Orders	2	
Emergency Response: Violence, Bomb Threats, Terrorism, & Natural Disasters	2	
Civil Disobedience	0.5	
Conflict De-escalation/Resolution	3	
Customer Service / Public Relations	2	
First Aid / CPR	16	
DCPS Regulations & Policy, & the Role of School Security	2	
<b>TOTAL</b>	<b>45</b>	<b>9</b>

**C.5.17.5 SUPPLEMENTAL TRAINING**

**C.5.17.5.1** In addition to the prerequisites set forth in Basic Training in accordance with **Section C.5.17.4** and Supervisory Training in accordance with **Section C.5.17.3** required for designated supervisory personnel, the Contractor shall provide to each employee under the contract a minimum of 40 hours of annual training in issues related to school security. The 40 hours will include the topics listed below, which includes topics from basic training that should be reviewed annually. The CA may identify other issues for supplemental training throughout the duration of the contract. For the supplemental 40 hours of training, the Contractor shall submit within three (3) days after being requested by the Contracting Officer a plan for obtaining this training, including potential sources for this training. The Contractor shall submit a copy of the supplemental training and schedule to the CA 90 days prior to implementing training.

At a minimum, the Contractor's training shall encompass the following curriculum:

- a) Availability of Social Services for Youth
- b) Child Development
- c) DC Laws & Regulations
- d) DCPS Regulations & Policy, & the Role of School Security
- e) Diversity Training
- f) Effective Communication
- g) Emergency Response: Violence, Bomb Threats, Terrorism, & Natural Disasters
- h) Ethics
- i) School Security Orders
- j) Sexual Harassment
- k) Special Education
- l) Substance Abuse in Youth
- m) Use of Metal Detectors, CCTV, Radios & Other Equipment
- n) Visitor Control.

**C.5.17.5.2** Before the Contractor's employees can be allowed to provide services at a particular site under the contract, the Contractor's employees shall complete a minimum of a two (2) hour on-site orientation. The orientation shall consist of familiarizing the Contractor's employees with the physical layout of the location by walking the employees around the location and showing them entrances, exits, fire doors, stairwells, mechanical rooms, etc. The orientation shall also cover the information in the post orders. The orientation shall be conducted with DCPS. The Contractor shall submit a building orientation report, by site, to the CA after employees successfully complete the orientation.

**C.5.17.5.3** The Contractor shall maintain professional training and all certifications, licenses and permits in the employee personnel file and shall make these documents available to the CA if requested.

**C.5.17.6 Instructor Certification**

Instructors who are certified to teach the specific subject or topic required shall administer all formal training required herein. Certification to instruct the specific subject shall be in accordance to D.C. Municipal Regulations Title 6A and in the form of a certificate issued by an accredited institution of learning (school, college or university), the District of Columbia, Federal, or other state or county government. Such certifications offered shall be current by date and shall be submitted to the CA within ten days after contract award.

**C.5.17.7 Training Certification and Testing**

- C.5.17.7.1** Contractor is required to certify that all employees on the contract have had the Basic Training prior to assignment to this contract. In addition, the Contractor shall provide at their own expense, an 8-hour refresher course that includes Conduct on Duty, Alarm and Video Monitoring, Patrol Techniques, Magnetometer operation, X-Ray Machine and Screening, and Use of Force, for all employees before assignment to this contract. A short presentation by MPD and/or DCPS may be included in this one-day training.
- C.5.17.7.2** At least two weeks prior to the performance of services under the contract, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test shall be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test shall be approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.
- C.5.17.7.3** With regard to training and testing during contract performance, the Contractor shall develop a training matrix to ensure that: 1) coverage is adequate at all schools; and 2) high-risk schools are fully covered. The Contractor shall utilize to the maximum extent possible teacher in-service days or other days when school is not in session for security officer training.

**C.5.18 PERSONNEL**

- C.5.18.1** The Contractor shall be solely responsible for compensating its employees, including the payment of all applicable wages, taxes, insurance, and worker's compensation. The Contractor shall be solely responsible for and shall indemnify the District for any loss or damage to District property if the loss or damage is caused by the Contractor or any of its employees.
- C.5.18.2** The Contractor shall staff the contract providing personnel meeting the requirements set forth in Section C, and shall efficiently schedule a combination of full-time positions with a minimum of part-time positions to ensure that full security coverage is provided in accordance with the requirements of the contract. The Contractor must provide a daily accountability report to the MPD/DCPS by 0830 hours for regular hours, and update as required for any staggered hour.

- C.5.18.3 The Contractor shall maintain its own personnel and benefit policies for its employees.
- C.5.18.4 The District of Columbia shall provide no compensation beyond the negotiated rate. There is no provision for an "overtime" rate of pay that exceeds the negotiated rate. The cost for supervisors and other key personnel as described in Section H.15 shall be included in the negotiated rate for an SO and SPO.
- C.5.18.5 The Contractor shall ensure that a contract guard is not assigned to school which the guard has a family member employed or attending the school.
- C.5.18.6 The Contractor shall ensure that a contract guard is not providing any outside employment, or volunteer services at the school location where the guard is assigned.
- C.5.18.7 The Contractor shall ensure that all complaints and investigations on contract guards will be conducted by managers that are above the rank of field manager.

**C.5.19 EQUIPMENT AND MATERIALS**

- C.5.19.1 All property and equipment furnished by the District under this contract shall remain the property of the District government. During the term of the contract, the Contractor shall comply in accordance with terms of 27 DCMR Section 4100, et.seq. Upon contract expiration or termination, the Contractor shall account for all DC-furnished property. Any property or equipment furnished to fulfill contract requirements which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Contractor at its own risk and expense. The Contractor shall complete a DCPS Physical Security Inventory Verification Form at the beginning and end of each school year (August and June) for submission to the CA.
- C.5.19.2 The Contractor shall provide all vehicles to facilitate monitoring of personnel at school sites. The Contractor shall be responsible for all costs related to these vehicles. Fuel as utilized by the DC Government will be provided for the DCPS Contract and only for the Contract at no cost to the Contractor. (Types of fuel are: diesel, natural gas, unleaded fuel.). The Contractor shall submit a monthly Fuel Usage Report to the CA which includes the vehicle tag number, date, and daily mileage usage.
- C.5.19.3 The Contractor shall provide all communications equipment with the exception of two-way radios which will be provided and maintained by DCPS.
- C.5.19.4 The Contractor shall not purchase any equipment without written approval from the Office of Contracting and Procurement. All equipment purchased by the District for use by the Contractor for the performance of contract requirements is the property of the District and will be returned to the District at the termination of the contract.

**C.5.20 CONTRACTOR'S OFFICES AND FACILITIES**

**C.5.20.1** The Contractor shall staff its administrative office from 0700 hours to 1800 hours, Monday through Friday. Additionally, during non-business hours when after school activities are scheduled and require Will Call security coverage, the Contractor will provide an on-call list of personnel including a telephone number for each person for emergency situations upon request from the Contract Administrator.

**C.5.21 REMOVAL OF CONTRACTOR'S EMPLOYEES**

**C.5.21.1** The Contractor shall require its contract employees to comply with any directives issued by the CA. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity; and shall be responsible for taking such disciplinary action with respect to the employees as deemed necessary.

**C.5.21.2** At any time, the CA, at his or her sole discretion, may require the Contractor to immediately remove any employee from the contract. Replacement personnel shall be provided immediately.

**C.5.22 MEETINGS**

**C.5.22.1** All meetings with OCP/MPD/DCPS shall be attended by at least one (1) of the Contractor's personnel with authority to address and remedy matters regarding administrative and performance-related issues. The contracting officer may attend meetings to address contractual issues. DCPS may also attend meetings to address issues involving their operations and facilities. The Contractor shall not miss any meetings without prior approval of the CA. The CA shall notify the Contractor of the date and time of these mandatory meetings.

**C.5.23 REPORTS, FILES, AND RECORDS**

**C.5.23.1** The Contractor shall maintain personnel files for all employees furnished under the contract. Medical records shall be maintained in a separate file in accordance with HIPAA regulations (H.16). The personnel files shall contain all documentation required in Section C to validate the establishment of qualifications, licensing and training of the Contractor's employees for employment on this contract.

**C. 5.23.2** Contractor's Maintenance of Each Employee's Personnel Files – Format and Content

1. The personnel file jacket shall contain, but not be limited to, the following records:
  - a) Copy of current criminal history record;
  - b) Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract;

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- c) Copy of U.S. Passport or other picture identification indicating U.S. Citizenship;
- d) Copy of high school diploma or GED;
- e) Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
- f) Copy of driving record for the past three years (for those employees who are required to drive a vehicle under the contract), documenting no driver's license suspension or conviction for a criminal traffic offense within the past three (3) years;
- g) Copy of training and testing records indicating that employee completed and passed all training requirements and tests;
- h) Copy of first aid/CPR certificate;
- i) Copy of company disciplinary records, if any; and
- j) Name and contact information for an emergency contact.

2. The medical file shall include, but not be limited to, the following items:

- a) Copy of pre-employment physical examination;
- b) Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
- c) Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.
- d) Copy of results of Tuberculosis (TB) tine test

**C.5.23.3** The Contractor shall continuously maintain the files and allow MPD to inspect the files without notice at any time.

**C.5.23.4** MPD shall schedule an independent inspection of personnel files 30 business days after contract award and at other intervals, as determined by the CA. The inspection shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor's employees for employment on this contract.

**C.5.24** **TRANSITION PLAN IMPLEMENTATION**

**C.5.24.1** The Contractor shall provide the CA with an initial inventory of all equipment owned by the Contractor within 30 days after contract award.

**C.5.24.2** The Contractor shall provide to the CA with a list of all equipment supplied by the District (indicate ownership in the inventory report) within 30 days of award of contract. During the contract term, the Contractor shall notify the CA if any additional equipment is needed to fulfill contractual requirements. The CA will only authorize reimbursement for equipment approved for purchase.

**C.5.24.3** The Contractor shall have an entrance transition plan that shall be submitted along with the proposal for evaluation. The Contractor, MPD and DCPS shall then discuss the implementation of the plan prior to contract award. The final entrance transition plan shall be delivered within 10 business days after contract award.

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**C.5.24.4** Contractor shall have an exit Transition Plan that details its operational steps to successfully transition between an incumbent and the new Contractor. The exit transition plan shall be submitted along with the proposal for evaluation purposes.

**C.5.25** **ENTRANCE TRANSITION**

**C.5.25.1** At a minimum the entrance transition plan shall include the following:

- a. The Contractor shall provide a seamless continuity of services. The Contractor shall coordinate with the incumbent Contractor and ensure that transition does not disrupt day-to-day security operations.
- b. The Contractor shall provide employees with an orientation detailing Contractor benefits, applications, release forms and other pertinent matters relating to school security.
- c. The Contractor shall conduct background checks as specified in **Section C.5.16.2**.
- d. The Contractor shall verify that all employee licenses, training certifications, and physical examinations required in **Section C.5** or by the District are valid and current. All outstanding requirements shall be completed during the transition period. No Contractor employee shall be permitted to assume duties until these requirements have been demonstrated in accordance with **Sections C.5.15 thru C.5.17**.
- e. The Contractor shall conduct drug screening, as specified in **Section C.5.16.1**.
- f. The Contractor shall issue uniforms prior to the first day of performance.
- g. The Contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective employees accordingly.
- h. The Contractor shall provide an Entrance Transition Plan.

**C.5.26** **EXIT TRANSITION**

At a minimum the exit transition plan shall include the following:

- a. Ensure the transition does not disrupt day-to-day school security operations.
- b. Exercise its best efforts and fully cooperate to effect an orderly and efficient transition.
- c. The Contractor shall transfer all data to the District or another Contractor, at the District's option, in a format to be determined by the District.

**C.5.27 BID BOND (Attachment J.14)**

**C.5.27.1** The Contractor shall submit along with the proposal a Bid Bond in an amount equal \$100,000.00 base year bid price. The Bid Bond shall remain in effect until notification of contract award by the contracting officer and provided as referenced in **Sections H.15.1 and H.15.3** of this document.

**C.5.28 PERFORMANCE BOND (Attachment J.15)**

**C.5.28.1** The Contractor shall provide to the Contracting Officer within 10 days of contract award, a Performance Bond in an amount no less than \$1,000,000.00 payable by the terms of the contract and provided as referenced in **Sections H.15.2 and H.15.3** of this document.

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**SECTION D: PACKAGING AND MARKING**

**Not Applicable**

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. Sections E.2, through E.2.2 are in addition to the requirements of Section 6 of the Standard Contract Provisions.
- E.2** **MPD Inspection and Acceptance Additional Requirements for DCPS Security**
- E.2.1** The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with the contract requirements and the Contractor's quality control plan (Section C. 5.14.) submitted with the bid and approved by the CA. The results of all inspections conducted by the Contractor shall be documented in the Security Post Inspection Report to be given to the CA on the last workday of each month. MPD shall conduct random inspections to ensure contract compliance.
- E.2.2** The Contractor shall submit a weekly Corrective Action Report to the CA outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report.

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page one (1) of the contract.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The District may extend the term of this contract for four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

**F.2.2** If the District exercises the option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Relevant Section	Due Date
0001	Subcontracting Plan	B.4.1; H.9.2	Submit along with the proposal.
0002	Dress Code and Grooming Standards	C.5.13.2	Submit as requested by email
0003	Incident Reports	C.5.9.8.D	Submit to DCPS by close of business daily or the 10:00am the next business day by email unless otherwise instructed by the (CA)

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0004	Deployment Schedule	C.5.11.2	Submit to the CA the last work day of the month and immediately upon any changes thereto by email and a hard copy by the 5 <sup>th</sup> of the next month
0005	Daily Accountability Report	C.5.11.3	Submit daily by 0830 hours to MPD and DCPS email
0006	Post Orders	C.5.11.4	Submit to the CA within time frame specified; hard copy
0007	Management Plan	C.5.11.1	Submit with the proposal
0008	Quality Control Plan (QCP)	C.5.14.1	Submit with the proposal
0009	Quality Control Inspection Report	C.5.14.3 and E.2.1	Submit to the CA the last work day of the month and immediately upon request by hard copy by the 5 <sup>th</sup> of the next month.
0010	Notification of revocation of non-renewal of an employee's commission or license	C.5.15.5	Immediately upon Contractor's knowledge of same by email .
0011	Notification of employee arrests for offenses that may lead to revocation of commission or license	C.5.15.5	Immediately upon Contractor's knowledge of same by email.
0012	Training Lesson Plans and Outlines for all blocks of Basic Training	C.5.17.1	Submit as requested by CA by email and hard copy is required.
0013	Basic training completion rosters for all employees	C.5.17.2	Prior to assignment of personnel by emails required
0014	Plans for Supplemental Training	C.5.17.5	Submit with the proposal
0015	Supplemental Training schedule	C.5.17.5	Submit to CA 90 days prior to implementation by email and hard copy.
0016	Building Orientation Report	C.5.17.5.2	Submit to the CA on the 5 <sup>th</sup> of the next month or upon request as a hard copy.
0017	Training Instructor Certification to Instruct	C.5.17.6	Submit to the CA within 10 days of contract award/hard copy.
0018	Employee Retention Plan	C.5.11.1	Submit with the proposal
0019	DCPS Physical Security Inventory Verification Form	C.5.19.1	August and June and as directed by the CA

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0020	Fuel Usage	C.5.19.2	Submit to the CA the 5th of the next month via hardcopy
0021	On-call List of Personnel	C.5.20.1	As requested by the CA
0022	Initial inventory of equipment	C.5.24.1	Submit to the CA and Contract Officer within 30 days of contract award
0023	Entrance Transition Plans	C.5.25	Submit in the proposal
0024	Exit Transition Plans	C.5.26	Submit in the proposal
0026	Subcontracting Compliance Report	H.9.3 and H.9.4	Submit to CO by 21st of each month following contract execution via email
0027	Commission/Certification Report	H.12.1	Submit monthly to CA email by the end of the month and hard copy by the 5 <sup>th</sup> of the next month.
0028	Presentation of Uniforms	H.12.3	Submit to the CA 7 working days prior to contract start date
0029	Uniform Issuance Policy	H.12.3	Submit to CA within 15 days prior to contract start date.
0030	Certificate of Insurance	I.8	Submit to the Contracting Officer within 10 days after request via email and hardcopy.
0032	Bid Bond	C.5.27, H.15.1 and H.15.3	Submit with the proposal
0033	Performance Bond	C.5.28 , H.15.2 and H.15.3	Submit to the Contracting Officer Within 10 days after contract award email and hard copy

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO and the CA are:

Metropolitan Police Department  
Chief Financial Officer  
Accounts Payable  
Division for the Public Safety and Justice Cluster  
300 Indiana Avenue, NW - Room 4106  
Washington, DC 20001  
(202) 727-5298

and

Metropolitan Police Department  
School Safety Division  
Contract and Compliance Unit  
5002 Hayes Street, NE  
(202) 576-6650  
Attn: Janice Sullivan

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

- G.4.1 The District will pay the full amount due the Contractor after:
  - a) Completion and acceptance of all work; and
  - b) Presentation of a certifiable executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does

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not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Yvette Henry  
Contracting Officer  
Office of Contracting and Procurement  
District of Columbia Government  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D. C. 20001  
(202) 724-4792

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keep the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinate site entry for Contractor personnel, if applicable;

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- G.9.1.3** Review invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Review and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintain a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Janice Sullivan  
Metropolitan Police Department  
Contract and Compliance Unit  
5002 Hayes Street, NE  
Washington, DC 20019  
(202) 576-6650

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. : **CBA-2016-8716, Revision No.: 0, dated May 9, 2016**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

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- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6** RESERVED

**H.7** RESERVED

**H.8** RESERVED

## **H.9** SUBCONTRACTING REQUIREMENTS

### **H.9.1** Mandatory Subcontracting Requirements

**H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own

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organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

**H.9.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

**H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;

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- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### **H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

#### **H.10 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

**H. 10.1** A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

Security Guards I and II  
Senior Level Managers,

Project Manager  
Assistant Project Manager  
Field Supervisors

**H. 10.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- Security Guards I and II  
Senior Level Managers,  
Project Manager  
Assistant Project Manager  
Field Supervisors

**H.10.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.10.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.10.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

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- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.10.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.10.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.X.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

**H.10.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.10.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

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- H.10.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.10.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.10.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.10.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.10.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.10.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.10.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.10.1 and H.10.2.
- H.10.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.10.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.10.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.10.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations.

The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **H.11 DISTRICT RESPONSIBILITIES**

**H.11.1** The Government will furnish the following supplies, materials and Equipment:

- (a) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, hand wand metal detectors, X-Ray systems, and portable radios (hand-held).
- (b) Repair and maintenance of equipment in paragraph a above.
- (c) An "*Officers Instruction Manual*" and "*Activity Log Book*" shall be furnished by the CA and shall be maintained by the Contractor on site at the central control point and shall contain complete duty instructions for all posts involved, including instructions for emergency procedures and Occupancy Emergency/Evacuation Procedures, General Orders and specific Post Orders for each facility. A separate loose-leaf binder titled "*Special Orders Log*" shall be furnished by the CA and maintained by the Contractor at each post and shall contain only those items of special duty instructions pertinent to that specific post. The "*Officers Instruction Manual*", "*Activity Log Book*", and "*Special Orders Log*" shall not be removed from the Government property, or reproduced or copied in any manner unless properly authorized, in writing by the CA.
- (d) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.
- (e) Guard office, locker space, locker and office equipment (as deemed necessary by the Government).
- (f) All administrative forms prescribed for use by the Contractor's employees.

**H.11.2.** The District will assign a principal CA to monitor the Contractor's performance. The CA or designated Points of Contact at each location will provide citywide security order and facility-specific Post Orders to the Contractor upon initial assignment of its employees and whenever amended. In addition to the security services called for under the terms of this document, Post Orders shall be used by contract employees as the required procedures to address specific security concerns at particular Facilities. The CA may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Such changes shall not require modification of the contract.

## **H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** Commission/Certification Report - The Contractor shall provide a report of the current license status of each contract employee monthly to CA. The report shall include the name, date of expiration and commission/guard license number. This list

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shall also include any personnel no longer working for the Contractor during the reporting period.

**H.12.2** **Contractor Employee Identification Cards.** - MPD and SOMB shall issue Security Guard Identification Cards and SPO Commissions, for each employee of the Contractor. No contract employee shall work under this contract without the appropriate identification.

**H.12.3** **Uniforms** All uniforms shall comply with the standards used for SPO's and guards as stipulated by the MPD, SOMB. Presentation of intended uniforms shall be made to the CA within seven (7) working days prior to contract start date. The Contractor shall also provide the CA with its Uniform Issuing Policy within 15 days prior to contract start date that will stipulate the number of uniforms issued per employee. The policy shall also include the Contractor's process for replacing old, worn or unserviceable uniforms.

**H.12.4** **Protecting Pregnant Workers Fairness Act of 2014** – The Contractor shall be in full compliance with this law and maintain document to support its action.

**H.13** **ADDITIONAL GUARDS AND LOCATIONS**

**H.13.1** The District Government reserves the right to change the provisions of the J.10 schedule (or decrease guards and locations) as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least forty-eight (48) hours' notice to the Contractor. The Contractor shall provide the appropriate security personnel within forty-eight (48) hours unless otherwise directed by MPD. This coverage shall be billable at the contract rates in Section B of the contract.

**H.14** **LIQUIDATED DAMAGES**

The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature and the Metropolitan Police Department (MPD) will apply liquidated damages as follows:

**H.14.1** MPD/DCPS will conduct random checks of Contractor's use of the District's detection devices, such as X-Ray machines, magnetometer, hand held device, etc. An MPD/DCPS employee will attempt to bring in one of the weapons listed in H.14.2 into a building that contains detection devices.

**H.14.2** The Contractor shall detect all weapons on the MPD/DCPS employee, including but not limited to the following: A knife or sharp instrument with a blade that is six (6) inches or more in length, any handgun (whether operable or not), or any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.

**H.14.3** If the Contractor's employee(s) fails to detect a weapon, the Contractor shall be responsible to the District for three hundred seventy-five and 00/100 dollars (\$375.00) for each incident.

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**H.14.4** If the Contractor fails to detect a weapon, the District may cancel and terminate this contract pursuant to the District of Columbia Standard Contract Provisions, Section 8, referenced in this contract in Section I, Contract Clause I.1.

**H.14.5** If the Contractor fails to cover a post for any period of time as required by the contract, the Contractor shall pay \$59.00 per hour for any fraction thereof.

**H.15** **BOND REQUIREMENTS**

**H.15.1** The Contractor shall provide a bid bond in the amount of \$100,000.00 along with the proposal and maintain the bid bond until notification of contract award.

**H.15.2** The Contractor upon entering into a contract with the District shall obtain a performance bond in the amount of \$1 million. The Contractor shall submit the performance bond to the Contracting Officer within 10 days of contract award.

**H.15.3** Contractor shall obtain the bid bond and performance bond from a surety in accordance with 27 DCMR Chapter 2708. The bond shall be in the form of a certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or the United States government securities that are signed to the District which pledge full faith and credit of the United States.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

#### **A. Definitions**

1. "**Products**" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. "District" - The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

**C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

**D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

**F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

**I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so

subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5 million per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2 million per occurrence for each wrongful act and \$2 million annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1 million per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1 million in coverage per incident and \$1 million aggregate.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$2 million for each wrongful act and \$2 million annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Yvette Henry, Contracting Officer  
Office of Contracting and Procurement  
District of Columbia Government  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

#### **I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

##### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

#### **I.11 DISPUTES**

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

##### **I.11.1 Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **L.12 COST AND PRICING DATA**

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination: CBA-2016-8716, Revision No.: 0, dated May 9, 2016 (Attached to this document.).
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85. available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a>
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.10	List of School Locations and Duty Hours (Number and Types of Guards Assigned at each School)
J.11	Current Combined Bargaining Agreement for Security Guards
J.12	DC Code 4-1500 et. seq. Criminal Background Checks for Services Involving Children as of May 2011
J.13	Subcontracting Plan Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments" (must be completed and returned with the proposal)
J.14	Bid Bond Form (Must be completed and returned with a bond along with the proposal)
J.15	Performance Bond Form (Submit within 10 days upon contract award)

Security Services for DCPS.  
CW52393

Attachment Number	Document
J.16	Past Performance Evaluation Form (Submit 3 along with the proposal)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE CITY ADMINISTRATOR,  
ON BEHALF OF BUYER AGENCIES,  
AND  
THE OFFICE OF UNIFIED COMMUNICATIONS  
FOR THE CITYWIDE RADIO SYSTEM, INCLUDING EMERGENCY DISPATCHES  
(FISCAL YEAR 2019)**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is effective as of October 1, 2018, and is made by and between the District of Columbia Office of Unified Communications (“OUC” or “Seller”) and the District of Columbia Office of the City Administrator (“OCA” or “Buyer”) on behalf of the District agencies listed on Attachment B (which are collectively referred to in this MOU as the “Buyer Agencies” and each of which is referred to individually in this MOU as a “Buyer Agency”).

The Buyer has requested the services of the Seller to maintain, and provide access to, the District of Columbia’s Citywide Radio System for the Buyer Agencies.

**II. PROGRAM GOALS AND OBJECTIVES**

OUC provides centralized, District-wide coordination and management of the Citywide Radio System and other public safety wireless communication systems. The Citywide Radio System provides mission-critical communications for District of Columbia agencies and radio interoperability with regional and federal partners.

As part of its management of the Citywide Radio System, OUC plans, coordinates, implements, and operates all facets of the District’s radio networks. The Office of Unified Communications provides 24x7 technical support and maintenance on the Citywide Radio System and all public safety communication devices, manages building facilities that support public safety radio technology, and reviews and approves all agency proposals, purchase orders, and contracts for the acquisition of radio systems and services. OUC also develops and enforces policy directives and standards regarding public safety and non-public safety communications, and maintains a contract with Motorola for Citywide Radio System maintenance, biennial system upgrades, and extended warranties for all radios OUC purchases on behalf of another agency.

OUC’s primary goal is to ensure the Citywide Radio System adequately supports the city’s public safety agencies and first responders. OUC reviews and approves requests from non-public safety agencies to access the Citywide Radio System, obtain assistance procuring radios or radio equipment, or borrow loaner radio equipment.

The purpose of this MOU is to establish the terms and conditions upon which OUC will provide the Buyer Agencies access to and usage of the District’s Citywide Radio System.

OCA is executing this MOU on behalf of the Buyer Agencies.

### **III. DEFINITIONS**

For the purpose of this MOU, the following terms shall have the meanings ascribed herein:

- A. The term "Radio Airtime Service Plan" means the multi-tiered costing options through which a District agency may purchase access to and usage of the Citywide Radio System.
- B. The term "Citywide Radio System" means the entirety of the District of Columbia public safety and non-public safety radio communications systems and other public safety and non-public safety wireless communications systems and resources centralized under the Office of Unified Communications.
- C. The term "Talk Group" means a virtual group assigned for a particular function and/or agency, which allows multiple users to share the same pool of frequencies by pairing the sending and receiving radios.

### **IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the parties to carry out the purposes of this MOU expeditiously and economically, the parties do hereby agree:

#### **A. RESPONSIBILITIES OF SELLER**

- 1. The Seller shall provide to the Buyer Agencies access to and usage of the Citywide Radio System.
- 2. The Seller shall permit the Buyer Agencies' usage of OUC radios, based on the availability of spare equipment in OUC's existing inventory.
- 3. At the request of a Buyer Agency, OUC shall provide assistance to the Buyer Agency in procuring additional radios or other approved equipment to be used on the Citywide Radio System. If the Buyer Agency requests that OUC purchase the equipment on its behalf, a separate MOU will be executed based on the actual cost of the new radio equipment and fees associated with programming and provisioning the new equipment.
- 4. The Seller shall pre-program the radios and other approved equipment described in Subsections IV.A.2 and IV.A.3 of this MOU to access the Citywide Radio System using Buyer-Agency-assigned Talk Groups.
- 5. Annually, the Seller shall make arrangements with each Buyer Agency to perform battery life testing for the Buyer Agency's radio batteries on-site at Buyer Agency's location. A Buyer Agency may additionally request *ad hoc* battery life testing by bringing an individual radio to the OUC Radio Shop, located at 310 McMillan Drive NW. Replacement radio batteries shall be provided by the Seller to a Buyer Agency, at the Seller's cost, only if battery testing results indicate a need for battery replacement, as determined by the Seller.

6. The Seller shall be responsible for maintenance of warranties and manager's licenses for radios provided by OUC to the Buyer Agencies.
7. The Seller shall perform preventative maintenance, testing, calibration, and repair of the Citywide Radio System.
8. When the Seller upgrades or improves the Citywide Radio System, the Seller shall additionally perform any programming, calibration, installation, and testing of the Buyer Agencies' radio equipment necessary to implement the system-wide upgrades/improvements.
9. The Seller shall provide to the Buyer Agencies help desk support and troubleshooting services upon the request of a Buyer Agency as described in the *Citywide Radio System Access and Usage Standards* (Attachment A). The help desk (hereinafter referred to as the "OUC Radio Help Desk") shall be accessible twenty-four (24) hours a day and seven (7) days a week by calling (202) 373-3737.
10. The Seller shall provide to a Buyer Agency training related to access and usage of the Citywide Radio System upon request of the Buyer Agency.
11. The Seller shall provide to each Buyer Agency the annual radio usage report described in Subsection VIII.B.2 of this MOU, and such additional *ad hoc* usage reports as may be requested by a Buyer Agency. The Seller shall provide to the Buyer such *ad hoc* usage reports as the Buyer may request.
12. The Seller shall provide to a Buyer Agency loaner equipment while radio equipment provided to the Buyer Agency pursuant to this MOU is being repaired and/or replaced by the Seller.
13. If applicable, upon receipt of a request and OUC approval for emergency services from a Buyer Agency via channel "Citywide 1", the Seller shall enter the event into CAD and dispatch an appropriate response pursuant to the Seller's existing protocols.
14. If any of the radios described in Subsection IV.A.2 of this MOU are lost or stolen while in the possession of a Buyer Agency, the provisioning of replacement radios by the Seller shall be contingent upon execution of a separate MOU under which the Buyer Agency provides additional funding to the Seller for the costs to procure replacement radios.

**B. RESPONSIBILITIES OF BUYER AND THE BUYER AGENCIES**

1. The Buyer agrees to the terms, projected costs, and fund availability associated with the MOU on behalf of the Buyer Agencies.
2. Each Buyer Agency shall make an intra-District advance to the Seller for the cost of the goods and services provided by the Seller to the Buyer Agency

under this MOU, in the amount set forth for the Buyer Agency in the *FY19 Schedule of Radio Costs* (Attachment B).

3. Each Buyer Agency shall access the Citywide Radio System using only equipment that is included on the *District of Columbia Approved Radio Equipment List* (Appendix C).
4. Each Buyer Agency shall comply with, and shall ensure the compliance of its designated radio users with, the *Citywide Radio System Access and Usage Standards* (Appendix A).
5. A Buyer Agency shall obtain the written permission of the Seller prior to implementing new fleetmap templates for talkgroup configurations and radio functionality for use in the Citywide Radio System.
6. A Buyer Agency shall notify the Seller of any issues related to the Citywide Radio System by contacting the OUC Radio Help Desk (referred to in Section IV.A.9 of this MOU) as soon as practicable after the Buyer Agency identifies the issue.
7. Each Buyer Agency shall provide the Seller with reasonable access to the Buyer Agency's premises for the purposes of inventory, preventative maintenance, repair, replacement, testing, calibration, programming, and installation of equipment used to access the Citywide Radio System.
8. Each Buyer Agency shall comply with the requirements of the *OUC IT Reporting Procedure for Lost or Stolen District Assets* (Attachment D).

## **V. INCORPORATION BY REFERENCE**

The parties agree that the documents referenced in this section constitute part of this MOU. The parties agree to be bound by the terms, conditions, and specifications therein.

- A. Citywide Radio System Access and Usage Standards (Attachment A).
- B. FY2019 Schedule of Radio Costs for All Agencies (Attachment B).
- C. District of Columbia Approved Radio Equipment List (Attachment C).
- D. OUC IT Reporting Procedures for Lost or Stolen District Assets (Attachment D).

## **VI. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2018, through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.

## **VII. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k); D.C. Official Code § 1-327.56.

## **VIII. FUNDING PROVISIONS**

**A. COST OF SERVICES**

1. The amount of this MOU shall not exceed five hundred thirteen thousand eight hundred and seventy dollars and thirty-six cents (\$513,870.36) in total and shall not exceed for any Buyer Agency the amount set forth for that Buyer Agency in the *FY2019 Schedule of Radio Costs* (Attachment B). The estimated cost of this MOU is based on the cost of the Radio Airtime Service Plan assigned to the Buyer Agency. (The cost of the Radio Airtime Service Plan is based on the number airtime minutes assigned to the Buyer Agency and the number of radios assigned to the Buyer Agency.)
2. Radio usage by the Buyer Agency in an amount less than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to the Buyer Agency shall not result in a reduction in the cost of this MOU.
3. Radio usage by the Buyer Agency in an amount more than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to Buyer Agency shall not result in an increase in the cost of this MOU during the fiscal year in which the overage occurred, but shall form the basis in the subsequent fiscal year for assignment of the Buyer Agency to a higher cost tier Radio Airtime Service Plan that provides available minutes on a scale with the Buyer Agency's actual usage in the prior fiscal year.
4. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not later than September 30, 2019.

**B. PAYMENT**

1. Payment for all of the goods and services provided to each Buyer Agency by the Seller under this MOU shall be made through an Intra-District advance by each Buyer Agency to the Seller based on the amount set forth for that Buyer Agency in the *FY2019 Schedule of Radio Costs* (Attachment B). Advances shall not exceed the amount listed in Attachment B for each Buyer Agency.
2. The Seller shall submit to the Buyer Agency an annual usage report in the third quarter of the fiscal year, which shall explain the amounts billed, including radio counts and system utilization.
3. The Seller shall relieve the advance and bill the Buyer Agencies through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU.
4. a. If a dispute arises under this MOU between the Seller and a Buyer agency, the Seller representative designated in Section XIII of this MOU and a designated representative of the Buyer Agency shall work to resolve the dispute. If the Seller representative designated in Section XIII of this MOU and the designated representative of the Buyer Agency are unable to

resolve the dispute, the designated representative of the Buyer Agency and the Buyer representative and the Seller representative designated in Section XIII of this MOU shall work to resolve the dispute. In the event the Buyer Agency representative, Buyer representative, and the Seller representative cannot resolve a dispute, the matter shall be referred to the City Administrator for resolution.

- b. If a dispute arises under this MOU between the Seller and the Buyer, the Buyer representative and the Seller representative designated in Section XIII of this MOU, or their designees, shall work to resolve the dispute. In the event the Buyer representative and the Seller representative cannot resolve a dispute, the matter shall be referred to the City Administrator for resolution.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties and the Buyer Agencies acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, 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 (iv) D.C. 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.

## **IX. COMPLIANCE AND MONITORING**

- A. If a Buyer Agency breaches a non-financial term or condition of this MOU, the Seller shall provide the Buyer and the Buyer Agency with written notice of the breach. The notice shall describe the nature of the breach, include a description of the corrective actions the Buyer Agency must take to remedy the breach, and provide at least thirty (30) calendar days for the Buyer Agency to take the corrective actions. If the breach is not remedied by the Buyer Agency within the time period set forth in the notice of breach, the Seller may take one (1) or more of the following enforcement actions, as appropriate to the nature of the breach:
  1. Remove the Buyer Agency's access to the Citywide Radio System;
  2. Remove one (1) or more of the Buyer Agency's users' access to the Citywide Radio System;
  3. Remove one (1) or more of the Talk Groups identified in Subsection IV.A.4 of this MOU; and/or
  4. Demand the return of radio equipment provided by the Seller to the Buyer Agency.
- B. For any costs incurred by the Seller arising from an enforcement action taken pursuant to Subsection IX.A of this MOU, the Seller may relieve the advance and bill the Buyer Agency against the intra-District transfer of funds covered by this MOU.

- C. As this MOU is funded by District of Columbia funds, the Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **X. RECORDS AND REPORTS**

- A. The Seller and the Buyer Agencies shall maintain records and receipts of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU.
- B. Upon the City Administrator's request, the Seller and each Buyer Agency shall make these documents available for inspection by duly-authorized representatives of the Seller, Buyer, or Buyer Agency (as designated by the City Administrator) and other officials as may be specified by the City Administrator in his or her sole discretion. In the event that the Seller is served with a court order, subpoena, or Freedom of Information Act request for records relating to the Buyer Agency's communications on the Citywide Radio System the Seller shall provide notice to Buyer Agency in advance of releasing the records.

## **XI. CONFIDENTIAL INFORMATION**

The Seller, Buyer, and Buyer Agencies shall use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Information received by the Seller, the Buyer, or a Buyer Agency in the performance of its responsibilities under this MOU shall remain the property of the agency that provided the information.

## **XII. TERMINATION**

Either the Seller or Buyer may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other party. A Buyer Agency may terminate this MOU in whole or in part with respect to its participation by giving thirty (30) calendar days advance written notice to the Seller and Buyer. Termination by the Buyer shall not be effective with respect to a Buyer Agency that is subject to the termination until all radio equipment provided by the Seller to the Buyer Agency is returned to the Seller. Termination by a Buyer Agency shall not be effective until all radio equipment provided by the Seller to the Buyer is returned to the Seller.

## **XIII. NOTICE**

The following individuals are the contact points for each Party under this MOU:

For Seller:  
Teddy Kavaleri  
CIO, OUC  
2720 Martin Luther King Jr. Ave. SE  
Washington, DC 20032  
Phone: 202- 715-7557

E-mail: [teddy.kavaleri@dc.gov](mailto:teddy.kavaleri@dc.gov)

For the Buyer/Office of the City Administrator:

Barry Kreiswirth

General Counsel and Senior Policy Advisor

John A. Wilson Building

1350 Pennsylvania Avenue, NW, Suite 513

Washington, DC 20004

Phone: 202-724-3692

Email: [barry.kreiswirth@dc.gov](mailto:barry.kreiswirth@dc.gov)

**XIV. MODIFICATIONS**

- A. The terms and conditions of this MOU may be modified only upon prior written agreement by the Seller and Buyer.

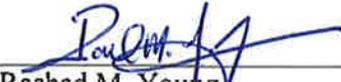
**XV. MISCELLANEOUS**

The Seller, Buyer, and Buyer Agencies shall comply with all applicable District of Columbia and federal laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

**[signature page follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as follows:

**OFFICE OF THE CITY ADMINISTRATOR, ON BEHALF OF THE BUYER AGENCIES**

  
\_\_\_\_\_  
Rashad M. Young  
City Administrator

Date: 10/10/2018

**OFFICE OF UNIFIED COMMUNICATIONS**

  
\_\_\_\_\_  
Karina Holmes  
Director

Date: 9/20/18



## **OUC CITYWIDE RADIO MOU**

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### **ATTACHMENT A: CITYWIDE RADIO SYSTEM ACCESS AND USAGE STANDARDS**

## CITYWIDE RADIO SYSTEM ACCESS AND USAGE STANDARDS

### Citywide Radio System

The District's Citywide Radio System is maintained and managed by the Office of Unified Communications ("OUC") for primary use by public safety agencies and secondary use by all other District and regional partner agencies in furtherance of the duties and functions of those agencies. The system is designed with multiple layers of redundancy in its physical layer.

### Talk Groups/Frequencies/Channels

A Buyer Agency may not change any talk group name, function, or alias without the express advance permission of the OUC System Manager.

Each Buyer Agency shall use only those talk groups that have been pre-programmed in radios provided to that Buyer Agency by OUC. Buyer Agency will ensure that its employees primarily use Buyer Agency's assigned talk groups for daily operations. Buyer Agency will direct its personnel to communicate on all other pre-programmed talk groups only when the specific conditions below have been met:

#### *Citywide 1 Talk Group*

Buyer Agency's approved personnel shall use the Citywide 1 talk group on the radio to connect with the radio operator and with dispatcher in charge of Citywide communications for emergencies only. This procedure is designed for emergency use only, and all other communications shall occur over the other designated Buyer Agency and mutual-aid channels. Use of this mechanism shall be limited to those radios specifically designated by Buyer Agency and OUC.

#### *800 / 700 MHz Frequencies*

800 MHz frequencies are 16 - FCC provided channels and 700 MHz frequencies are 10 - FCC provided channels. These channels are licensed to OUC for citywide radio usage. Users do not have the ability to change frequencies on the radios and the frequencies are only configurable on the radio system by OUC personnel. System management automates the assignment of a channel to a user. Buyer Agency shall limit use of the Citywide Radio System by its employees and agents to work-related operations only.

#### *Radio Interoperability Zone (RIZ)*

Buyer Agency will ensure that its employees use radio interoperability zone (RIZ) talk groups for multi-agency event communications only. Before using a talk group, Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 of Buyer Agency's intent to use a RIZ talk group, the point of contact, and the length of the event. When the event is completed, notify OUC 911 Operations at the conclusion of the event.

#### *DC National Public Safety Planning Advisory Committee (NPSPAC) channel*

FCC established these five (5) mutual aid channels reserved for emergency regional use. These channels are not monitored by a dispatcher and are available for multi-jurisdiction interoperability communication only. Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 before activating DC NPSPAC in repeat mode.

#### *Talkaround (Direct)*

Use of NPSPAC in talkaround (Direct) mode is restricted to pre-approved multi-agency communication or during an emergency that renders the Citywide Radio System out-of-service. The radio “bonks” when the channel is not available.

#### Emergency Button Support

Emergency alerting is used by specific agencies to alert users that they are experiencing an emergency and they can't talk over the radio, such as “man down” or “1033”. The alert tone automatically goes to the dispatch consoles, where the dispatcher will call the identified user to check on their welfare. Unless specified, most agencies do not have the emergency button enabled. If this function is enabled, an agency will be notified where the alert is directed. As an example, MPD and FEMS alerts are received by OUC.

#### Failsoft

In the event of a major loss of system resources, Buyer Agency-assigned talk groups have a “Failsoft” channel assignment and will maintain system access through the most severely debilitated, but still operational state of the District's Citywide Radio System.

#### Patches

OUC must approve all permanent or temporary patches to any radio channels on the Citywide Radio System before they become operational. Such patches include patches on the Trunked Simulcast radio system and conventional radio resources.

All other Buyer Agency talk group patches have to be pre-approved by the OUC. Patching an encrypted talk group to non-encrypted talk group is strictly prohibited without OUC management approval.

Console patching—notify OUC Dispatch operations before making any multi-agency patches. Once the communications event is complete, notify the OUC and take down the patch.

#### Help Desk Support and Troubleshooting

This section governs helpdesk response times for Remedy helpdesk tickets.

1. All initial calls for service by a Buyer Agency under the MOU should be made to the OUC Radio Help Desk helpdesk line (202)373-3737.
2. During normal operational hours (Mon-Fri 0730-1630), OUC technicians will respond to Radio helpdesk tickets within thirty (30) minutes. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within one (1) hour if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline

for resolution based on the severity and complexity of the issue.

3. Outside of normal operational hours, OUC technicians will respond to Radio helpdesk tickets within one (1) hour. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within two (2) hours if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline for resolution based on the severity and complexity of the issue.

#### FCC Regulations

Buyer Agencies shall comply with all FCC regulations for radio communications use as described in FCC Rules and Regulations, Part 90, where applicable. Furthermore, pursuant to FCC Rules and Regulations, Part 90.631(a), a Buyer Agency's radios on the District network shall be counted towards the District's total system load.

#### Definitions

For the purposes of these standards, "Buyer Agency" means a District of Columbia government agency, other than OUC, that uses the Citywide Radio System through a memorandum of understanding with OUC.



## **OUC CITYWIDE RADIO MOU**

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### **ATTACHMENT B: FY2018 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES**

**ATTACHMENT B**  
**CITYWIDE RADIO MOU - FY2019 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES**

**Tiered Service plus Cost per Radio**

<b>FY19 Cost Per Minute</b>	<b>\$ 1.33</b>
<b>Annual Cost per Radio</b>	<b>\$ 51.84</b>
<i>Average Radio Warranty - Annual</i>	\$ 18.30
<i>Average Battery Warranty - Annual</i>	\$ 33.54

Tier	Minute Range	High Point - Mins	Annual cost	# of Radios
Tier 1	1 - 1499	1499	\$1,993.07	Up to 100
Tier 2	1,500 to 4,999	4999	\$6,646.68	Up to 100
Tier 3	5,000 to 9,999	9999	\$13,294.69	Up to 100
Tier 4	10,000 to 19,999	19999	\$26,590.71	Up to 200
Tier 5	20,000 to 29,999	29999	\$39,886.73	Up to 200
Tier 6	30,000 to 39,999	39999	\$53,182.75	Up to 200
Tier 7	40,000 to 49,999	49999	\$66,478.77	Up to 300
Tier 8	50,000 to 59,999	59999	\$79,774.79	Up to 300
Tier 9	60,000 to 69,999	69999	\$93,070.82	Up to 300
Tier 10	70,000 to 99,999	99999	\$132,958.88	Up to 450

Agency	FY19 Tier	FY19 System Usage Cost	FY19 Total # of Radios	FY19 Delta # of Radios	FY19 Delta Radio Cost	FY19 System Usage	FY19 Total Cost	FY18-FY19 Change in Usage
OCTO	Tier 1	\$1,993.07	6	0	\$0.00	0.13	\$1,993.07	-108.02
DCRA	Tier 1	\$1,993.07	26	0	\$0.00	1.2	\$1,993.07	-28.39
ABRA	Tier 1	\$1,993.07	9	0	\$0.00	44.5	\$1,993.07	62.46
Serve DC	Tier 1	\$1,993.07	20	0	\$0.00	53.3	\$1,993.07	89.47
DHS	Tier 1	\$1,993.07	80	0	\$0.00	448.2	\$1,993.07	283.57
OCME	Tier 1	\$1,993.07	34	0	\$0.00	890.4	\$1,993.07	440.06
DPW	Tier 1	\$1,993.07	53	0	\$0.00	1083.5	\$1,993.07	4674.54
DOH	Tier 2	\$6,646.68	173	73	\$3,784.32	1506.1	\$10,431.00	1408.60
HSEMA	Tier 2	\$6,646.68	92	0	\$0.00	2387.5	\$6,646.68	3598.03

**ATTACHMENT B**  
**CITYWIDE RADIO MOU - FY2019 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES**

DPR	Tier 2	\$6,646.68	14	0	\$0.00	3238.1	\$6,646.68	3321.51	
DFHV	Tier 2	\$6,646.68	39	0	\$0.00	4396.7	\$6,646.68	1906.48	
DFS	Tier 4	\$26,590.71	47	0	\$0.00	11219.6	\$26,590.71	921.50	
DCPL	Tier 4	\$26,590.71	41	0	\$0.00	12998.1	\$26,590.71	14767.01	
DBH	Tier 4	\$26,590.71	90	0	\$0.00	14064.1	\$26,590.71	9779.72	
DGS PSD	Tier 4	\$26,590.71	231	31	\$1,607.04	14811.7	\$28,197.75	13490.33	
DCPS	Tier 4	\$26,590.71	63	0	\$0.00	17447.3	\$26,590.71	17485.25	
DCOA	Tier 5	\$39,886.73	58	0	\$0.00	28574.3	\$39,886.73	43546.38	
DYRS	Tier 7	\$66,478.77	173	0	\$0.00	48825.3	\$66,478.77	29271.03	
DDOT	Tier 9	\$93,070.82	111	0	\$0.00	67120.9	\$93,070.82	44192.13	
DOC	Tier 10	\$132,958.88	500	50	\$2,592.00	170175.2	\$135,550.88	148365.64	
							<b>399286.09</b>	<b>\$513,870.36</b>	



## **OUC CITYWIDE RADIO MOU**

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### **ATTACHMENT C: DISTRICT OF COLUMBIA APPROVED RADIO EQUIPMENT LIST**



## District of Columbia Approved Radio Equipment List

### Radios

- P25 Model 2
- P25 Model 2 Portable
- P25 Model 2 Portable
- P25 Dual Control Head Mobile
- P25 Inline Control Head Mobile
- P25 Dual and Full Discharge and Recharge Portable
- P25 R Portable Radio Model 18 P25
- P25 Mobile Radio Model 2 R P25 1

### Antennas

- Bar Antenna Model 8 M
- P25 Roof Mount GP Antenna
- Motorola / 8 M Antennas

### Batteries

- Batt MP P25 Model 2 M 31 P25 Motorola
- Batteries PM P25 Motorola
- M P R
- P25 P25 Batteries 8 P25

### Consolettes

- Consolette P25 R P25 Motorola
- M P25 P25
- GM 3 Consolette Microphone

### Docking Station

- P25 R P25 P25 P25

### Repeaters

- No repeaters / P25 / P25 could be used on the system without consultation of P25

### Chargers

- P25 P25 P25 P25

- [Mobile Carriers 2012 Motorola](#)



## **OUC CITYWIDE RADIO MOU**

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### **ATTACHMENT D: OUC IT REPORTING PROCEDURES FOR LOST OR STOLEN DISTRICT ASSETS**

**DATE:** Monday, October 2, 2017

**Effective Date:** Monday, October 2, 2017

**TO:** DC Government and Federal Agencies Utilizing OUC Radio Equipment

**FROM:** Office of Unified Communications (OUC)

**RE:** **Revised** OUC IT Reporting Procedure for Lost or Stolen District Assets

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**PURPOSE:**

The purpose of this OUC IT Reporting Procedure is to update operational guidelines necessary to provide for the non-emergency reporting of District-owned radio communications equipment that has been deemed lost or stolen. These guidelines are designated as the **OUC IT Reporting Procedure for Lost or Stolen District Assets**. The Office of Unified Communications issues such equipment to other District agencies, referred to as “*Buyer Agencies*”, under the terms of a Citywide Radio Memorandum of Understanding (MOU).

**SCOPE:**

This reporting procedure applies as follows:

*Which agencies does this procedure apply to?*

“Buyer Agencies”, which are those agencies that have executed an MOU with OUC for Citywide Radio Services (or on whose behalf the City Administrator has executed such an MOU).

*Which types of equipment does this procedure apply to?*

Any radio communications equipment that meets one or more of the following categories:

- Equipment issued by the OUC to the Buyer Agency, including loaners
- Equipment procured by the OUC, on behalf of a Buyer Agency
- Equipment with access to the Citywide Radio System.

For the purposes of these guidelines, radio communications equipment includes but is not limited to:

- Portable Radios
- Mobile Radios
- Tough Books
- Tablets
- Cell phones with radio related technology installed, such as WAVE or CAD Mobile

**AUTHORITY:**

The Office of Unified Communications, Information Technology Department, shall have oversight of the OUC IT Reporting Procedure for Lost or Stolen District Assets.

Case reports resulting from the OUC IT Reporting Procedure for Lost or Stolen District Assets will be completed by the Radio Services Group and filed in Remedy CMBD Asset Management and Quickbase.

**POLICY DESCRIPTION:**

The OUC must maintain adequate control of radio communications equipment and provide an accurate inventory and status of all radio assets. As such, it is the policy of the Office of Unified Communications, Information Technology Division, that the following steps be employed, when OUC-issued radio equipment has been deemed lost or stolen:

**PROCEDURE(S) FOR REPORTING:****Responsibility:**

1. At such time as a loss or theft of radio communications equipment occurs, the individual assigned to the respective equipment must:
  - a. Notify their superior, where applicable
  - b. Notify the OUC IT Services Helpdesk at 202-373-3737 within twenty-four (24) hours. The OUC IT Services Helpdesk will generate an internal tracking ticket and assign it to the Radio Services Group.
2. Complete and file a police report utilizing the MPD Property Form PD84 within forty-eight (48) hours.
3. If the lost or stolen asset falls within the scope of loaner equipment, it is the responsibility of the Buyer Agency to reimburse OUC for the cost of the loaner equipment.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Unified Communications**

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FY19 vs FY18 MOU Variance Summary

**DCPS**

**FY19 MOU Price Summary**

<b>FY19 Citywide MOU Cost</b>	<b>\$26,590.71</b>
<i>FY19 System Usage Cost</i>	<i>\$26,590.71</i>
<i>FY19 Radio Cost</i>	<i>\$0</i>
<i># of Radios</i>	<i>63</i>

**FY19 vs FY18 MOU Variance Details**

	<b>FY19</b>	<b>FY18</b>	<b>Variance</b>
<b>Radio System Usage</b>			
Radio System Usage	17447.3	24451.4	-7004.15
Cost per Minute	\$1.33	\$1.33	-
Service Tier	Tier 4	Tier 5	-
<b>Radio System Usage Annual Cost</b>	<b>\$26,590.71</b>	<b>\$39,886.73</b>	<b>-\$13,296.02</b>
<b>Radio Equipment</b>			
# of Radios	63	63	-
Annual Cost per Radio	\$51.84	\$51.84	-
<b>Radio Equipment Annual Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>
<b>Custom Support Services</b>			
N / A	-	-	-
<b>Total Custom Support Services Annual Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>-</b>
<b>Total Cost</b>	<b>\$26,590.71</b>	<b>\$39,886.73</b>	<b>-\$13,296.02</b>



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Unified Communications**

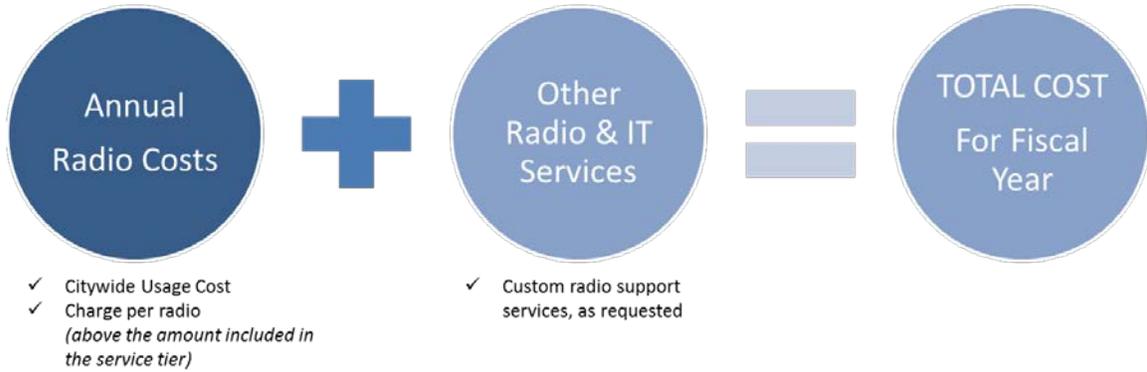
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**Cost Components – Explanation of Annual Radio Costs**

The OUC’s MOU radio services costs are comprised of the cost components listed below:



The OUC’s MOU cost structure for radio services is based off a tiered service model. Each agency is placed in a “tier” based off their FY18 system usage and charged an annual fee accordingly. Each tier includes a maximum number of radios; agencies are charged an annual cost per radio for any radios over the maximum amount included in the tier.

**FY19 Tiered Service Plan**

<b>FY18 Cost Per Minute</b>	<b>\$1.33</b>
<b>Annual Cost per Radio</b>	<b>\$51.84</b>

<b>Tier</b>	<b>Minute Range</b>	<b>Annual cost</b>	<b># of Radios</b>
<b>Tier 1</b>	1 - 1499	\$1,993.07	Up to 100
<b>Tier 2</b>	1,500 to 4,999	\$6,646.68	Up to 100
<b>Tier 3</b>	5,000 to 9,999	\$13,294.69	Up to 100
<b>Tier 4</b>	10,000 to 19,999	\$26,590.71	Up to 200
<b>Tier 5</b>	20,000 to 29,999	\$39,886.73	Up to 200
<b>Tier 6</b>	30,000 to 39,999	\$53,182.75	Up to 200
<b>Tier 7</b>	40,000 to 49,999	\$66,478.77	Up to 300
<b>Tier 8</b>	50,000 to 59,999	\$79,774.79	Up to 300
<b>Tier 9</b>	60,000 to 69,999	\$93,070.82	Up to 300
<b>Tier 10</b>	70,000 to 99,999	\$132,958.88	Up to 450



## Summary by Agency



Start Date: 08/31/2017 12:00:00 AM  
End Date: 08/30/2018 12:00:00 AM

<i>Agency</i>	<i>Calls</i>	<i>PTTs</i>	<i>Radios</i>	<i>Busies</i>	<i>AirTime Minutes</i>
DC Public Schools	104,314	203,492	38	7	17,447.3

*Data Provided by Genesis*

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**Total Airtime Minutes**

**17,447.3**

<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia				1. Caption		Page 1 of 43 Pages					
				Security Cameras and Video Surveillance System		1	43				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		<b>GAGA-2019-I-0008</b>		X Sealed Bid (IFB)		<b>December 02, 2018</b>					
				Sealed Proposals (RFP)				X		Open	
				Other						Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002				8. Address Offer to:  Same as Block 7							
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
<b>SOLICITATION</b>											
9. Sealed offers in three (3) hardcopy and one flash drive for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 9 <sup>th</sup> Floor <b>No later than 3:00pm EST Friday, December 14, 2018.</b>											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact 											
A. Name			B. Telephone Number			C. E-mail Address					
Xayna Sanders			Phone 202.442.5620			<a href="mailto:Xayna.Sanders@dc.gov">Xayna.Sanders@dc.gov</a>					
11. Table of Contents											
(X)	Section	Description	Page	(X)	Section	Description	Page				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
X	A	Solicitation/Contract Form	01	X	I	Contract Clauses	28 to 36				
X	B	Supplies or Services and Price/Cost	02 to 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS							
X	C	Specifications/Work Statement	6 to 13	X	J	List of Attachments	36				
X	D	Packaging and Marking	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
X	E	Inspection and Acceptance	13			Representations, Certifications and other Statements of Offerors	36 to 37				
X	F	Deliveries or Performance	14 to 15	X	K						
X	G	Contract Administration Data	15 to 21	X	L	Instructions, Conditions & Notices to Offerors	37 to 41				
X	H	Special Contract Requirements	21 to 28	X	M	Evaluation Factors for Award	41 to 43				
<b>OFFER</b>											
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment 											
10 Calendar days %			20 Calendar days %			30 Calendar days %			___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number(s)		Date		Amendment Number			
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date			
(Area Code)	(Number)	(Ext)									
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>											
19. Accepted as to Items numbered				20. Amount			21 Accounting and Appropriation Data				
22. Name of Contracting Officer (Type or Print)						23. Signature of Contracting Officer (District of Columbia)		24. Award Date			

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Public Schools will purchase the following contracts and acquisitions on the following dates of performance. The contractor is to provide installation, duration and maintenance services to their video circuit system.

**B.2** The District contemplates a hard or a fixed firm fixed price contract.

**B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM**

Hard or made will be to a single bidder in the aggregate for those groups of items indicated. The aggregate hard or fixed firm fixed price bidder must quote unit prices on each item within each group to receive consideration.

**B.4 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.4.1 BASE YEAR (Date of Award – September 30, 2019)**

Contract Line Item No. (CLIN)	Item Description <i>Video Surveillance System maintenance and repairs</i>	Monthly Rate	Units	Total Price
0001 Item 1	Service and Maintenance of Existing System		12 Months	\$
0002 Item 2	Hardware Replacements			NTE - \$100,000
<b>Maintenance Subtotal (CLINS 0001 &amp; 0002)</b>				
CLIN	Item Description <i>Video Surveillance System new installations</i>	Hourly Labor Rate		
0003	New Installations Hourly Labor Rate			
<b>New Installations Subtotal CLIN 0003</b>				
<b>Grand Total for B.4.1</b>				

\*NTE – Not-to-Exceed

**B.4.2 OPTION YEAR ONE (October 1, 2019 – September 30, 2020)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description <i>Video Surveillance System maintenance and repairs</i></b>	<b>Monthly Rate</b>	<b>Units</b>	<b>Total Price</b>
<b>1001</b> Definition 1002	<b>Service and Maintenance of Existing System</b>		<b>12 Months</b>	<b>\$</b>
<b>1002</b> Definition	<b>Hardware Replacements</b>			<b>NTE - \$100,000</b>
<b>Maintenance Subtotal (CLINS 1001 &amp; 1002)</b>				
<b>CLIN</b>	<b>Item Description <i>Video Surveillance System new installations</i></b>	<b>Hourly Labor Rate</b>		
<b>1003</b>	<b>New Installations Hourly Labor Rate</b>			
<b>New Installations Subtotal CLIN 1003</b>				
<b>Grand Total for B.4.2</b>				

*\*NTE – Not-to-Exceed*

**B.4.3 OPTION YEAR TWO (October 1, 2020 – September 30, 2021)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description <i>Video Surveillance System maintenance and repairs</i></b>	<b>Monthly Rate</b>	<b>Units</b>	<b>Total Price</b>
<b>2001</b> Definition 1002	<b>Service and Maintenance of Existing System</b>		<b>12 Months</b>	<b>\$</b>

2002 Option	Hardware Replacements			NTE - \$100,000
Maintenance Subtotal (CLINS 2001 & 2002)				
CLIN	Item Description <i>Video Surveillance System new installations</i>			Hourly Labor Rate
2003	New Installations Hourly Labor Rate			
New Installations Subtotal CLIN 2003				
Grand Total for B.4.3				

\*NTE – Not-to-Exceed

**B.4.4 OPTION YEAR THREE (October 1, 2021 – September 30, 2022)**

Contract Line Item No. (CLIN)	Item Description <i>Video Surveillance System maintenance and repairs</i>	Monthly Rate	Units	Total Price
3001 Option	Service and Maintenance of Existing System		12 Months	\$
3002 Option	Hardware Replacements			NTE - \$100,000
Maintenance Subtotal (CLINS 3001 & 3002)				
CLIN	Item Description <i>Video Surveillance System new installations</i>			Hourly Labor Rate
3003	New Installations Hourly Labor Rate			

<b>New Installations Subtotal CLIN 3003</b>				
<b>Grand Total for B.4.4</b>				

\*NTE – Not-to-Exceed

**B.4.5 OPTION YEAR FOUR (October 1, 2022 – September 30, 2023)**

Contract Line Item No. (CLIN)	Item Description <i>Video Surveillance System maintenance and repairs</i>	Monthly Rate	Units	Total Price
4001 <small>Option 1 2</small>	Service and Maintenance of Existing System		12 Months	\$
4002 <small>Option</small>	Hardware Replacements			NTE - \$100,000
<b>Maintenance Subtotal (CLINS 4001 &amp; 4002)</b>				
CLIN	Item Description <i>Video Surveillance System new installations</i>	Hourly Labor Rate		
4003	New Installations Hourly Labor Rate			
<b>New Installations Subtotal CLIN 4003</b>				
<b>Grand Total for B.4.5</b>				

\*NTE – Not-to-Exceed

**B.5**  bidder responds to this solicitation that is required to subcontract all  required to submit  
 its  and subcontractor plan required  provides responds to this  all

deemed nonresponsible and shall be referred to the bidder fails to submit a subcontract plan that is required shall

**B.6** For contracts in excess of \$200,000 at least 3% of the dollar volume of the contract shall be subcontracted in accordance with this section shall

The subcontract plan form is available at <http://www.dbo.com> under guidelines link on Required Solicitation Documents

**B.7 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

This bid is designated only for certified small business enterprise bidders under the provisions of the Small and Certified Business Enterprise Development and Assistance Act of 2018 (Public Law 115-218) et seq as amended

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The POC will be the operating officer is seen in a contractor to provide maintenance to the existing video surveillance system and network is includes but is not limited to providing routine camera and network maintenance camera and network extension design the camera and network equipment installation configuration testing and all associated video surveillance equipment like servers storage cameras cousins software network infrastructure a link from point to point and access points

**C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this requirement and are incorporated into this reference

Document Type	Title	Date
Public Law 104-281	Security and Fire Alarm Systems Regulations	2/1/88
Public Law 106-131	Private Contractor and Subcontractor Prompt Payment	8/2/13
Public Law 115-218	Performance and Subcontracting requirements for construction and non-construction contracts/subcontract plans	3/2/21

### C.3 DEFINITIONS

These terms are used in this document to have the following meanings:

1. Network
2. PPTP Pan/Tilt/Zoom
3. RPTP Real Red Cameras
4. IPTP Intermediate Distribution Frame
5. MPTP Main Distribution Frame

### C.4 BACKGROUND

The video surveillance network supports a large number of cameras that utilize PPTP. PPTP video is then integrated into the existing Video Management System for remote viewing and recording.

PPTP as a diverse camera network infrastructure is referenced in detail in **Section C.5 - Requirements**. Sites with more than 8 cameras are able to record on a single server where there is also a failover server. This is equivalent to the same site as the recording server but only enough storage for 30 days of data in enough time over an extended period for recordings to be carried out the failover server.

These server specifications are based on the current camera count, model, recording resolution, recording frame rate, on current viewers, streaming monitors and a 1 to 1 expansion capability on storage.

### C.5 REQUIREMENTS

The requested Video Management Services are outlined below:

#### C.5.1 Video Monitoring Software

- a. Configured for optimal recording experience
- b. The software shall operate on open architecture and should be capable of integrating with other existing access control, P and fire / safety systems based on open standards and necessary hardware need to be considered.
- c. The software should be able to control all cameras in PPTP control auto / manual focus and color balance of camera, selection of resets, video tour selection etc.
- d. Data is recorded and stored so that new data is never overwritten.
- e. Time and date accuracy.
- f. System error logs, errors or unresolved faults, video loss and network connection failure.
- g. Video management software shall offer both video stream management, search capability and video stream storage management. Recording frame rate and resolution in respect of individual channel shall be programmable.

- The system should be designed for the existing number of cameras □□ are referenced in the appendix
- i□ The system shall provide an online display of video images on □□ monitors located in the □□P□ security □□ as well as the □□P□ administrative □□
- The system should provide interoperability of hardware, operating system software, network, printing, database, connectivity, recording and communication protocols □□ system expansion should be possible through the selection of available hardware

### C.5.2 Video Management Services

- a□ Remote hardware servers and cameras □□ functional verification □□ file □□
  - i□ cameras are connected and are configured for maximum and optimal coverage
  - ii□ lenses are appropriate for the site and lens combination is in accordance with the camera specifications
- General Maintenance Service Components
  - i□ Prompt response to a □□ remote maintenance calls per year for cameras and associated equipment
  - ii□ The contractor will need to provide the following parts for maintenance at a minimum
    - Discontinued contracts where applicable
    - Replacement servers
    - Replacement capture cards / encoders
    - Replacement decoders / Monitor drivers
    - Replacement card drives
    - Replacement fans
    - Replacement power supplies
    - Replacement IP cameras indoor and outdoor fixed and P□□□
    - Replacement analog cameras indoor and outdoor fixed and P□□□
    - Replacement monitors of all sizes 2□□2□□32□□
    - Replacement monitor mounts
    - Replacement connectors and cabling
  - iii□ Initiate calls for an equipment under a service plan
  - iv□ Report on service actions taken □ identify □ when the problem has been resolved
    - are parts inventory management
    - due diligence and inspection could be required □ the □□□□ contractor to provide the estimated hardware replacement and quantities for the year
- Monitoring Requirements
  - i□ Minimum 3 times per week proactive camera review to determine needs for repair or replacement of cameras □□ determinations should include that all cameras are online □ recording □ good and clear images produced □ aimed for real □ and that camera times are always correct
  - ii□ Minimum twice per server audits to ensure that servers are available for minimum 1□ days and include the following proactive and preventative maintenance □ system updates □ antivirus and security updates □ server times are

- all data storage system and server resources are in good order and available
- is within scope and RTO integrity is in order
- iii) Mail server able to verify that are online and recording
- i) Monitor interior of all card are and infrastructure
- the ticketing system is required that allows access from POP to the ticket status and quantities or provide monthly reports
- ii) Provide bootable extraction services on a daily basis to extract bootable and provide bootable via an online delivery platform to POP bootable extraction varies on a daily basis and could be as little as one IP camera for 1 minutes to 10 cameras for 8 hours each
- iii) Contractor may be required to testify in court for provided bootable

**d) Support Requirements**

- i) Provide daily network support to POP for the entire infrastructure and internet connectivity and server
- ii) Provide daily user workstation support for users requiring to access the various platforms from each school and central offices
- iii) Provide 24/7 telephone and email support for POP users including access issues, the access credentials or update existing
- i) Response times
  - the website within 2 hours on business days / Report support within 4 hours on non-business days
  - server failure repaired within 2 working days
  - camera failure repaired within 4 working days except emergency circumstances
  - Monitor failure repaired within 4 working days except emergency circumstances
  - camera inactive miscolored or out of focus repaired within 4 working days

**C.5.3 Hardware and Server Installation Services**

- a) Installation of cameras and card are at new sites and make sure new installations are configured to work with existing system and network
- server installations and configurations must be completed by certified installers
- All exterior stationary cameras should be appropriately mounted 10 feet above exterior grade in case of a split level site all exterior stationary cameras at a site shall be mounted on the same level
- d) In the case where a split level site has a variance of more than one floor then cameras installed on the lower levels should be installed at an appropriate 10 feet above ground level and a minimum of 10 feet from an building corner
- e) POP cameras that corner mounts shall be mounted 20 feet above ground level or rooftop as long as rooftop as access
- POP minimum and maximum guidelines must be strictly followed



- Hardwired or wireless minimum 3 years

#### D. Camera Hardware

- **Cameras must be Axis cameras**

- All cameras must be vandal resistant PoE and remote zoom and focus capable fixed lens cameras excluded for remote zoom and focus
- Minimum resolution is 13MP
- Camera designs and configurations must be completed in Axis Gold level partners to ensure best use of cameras in correct areas to accommodate for features such as:
  - iFit under infrared Red IR Gatekeeper auto tracking camera and omnidirectional
  - correct lens calculations field of view lighting conditions and blind into account
- All camera installations must be completed by certified Axis installers to ensure proper placement and installation guidelines are followed particularly for IP rated installations

#### Camera Models:

M3 indoor near field options e.g. stairwells

M3 indoor wide angle options e.g. small rooms and double stairwells

P322 all areas and larger spaces

P322 interior doors and near to medium area coverage

P322 interior doors and near to medium area coverage with IR

P3364 3mm / 2mm interior greater area coverage depending on coverage demand

P3364 / P3364 interior P3364 depending on coverage requirement

P3364 with P3364 interior larger space advanced auto tracking and guard tour or parking spaces

P21 for analog to IP encoding

**Exterior P3364-VE** is a degraded option but will be used from time to time when the courts on the camera is required

Some other camera options can be used in special circumstances such as the P3364P3364 M31 and M31 1 and 1 and thermal cameras 1 1 1 2 and 2 1

### C.5.5 Camera locations and rules

#### Interior Cameras:

- a) All delayed egress doors inside and outside
- Vandal resistant and vandal resistant is compulsory
- All doors with exterior access in ingress or egress covered by a fixed camera
- P3364
- d) Welcome Center/Main office
- e) Rail Machines/Metal detectors
- all areas
- stairwells and landings

- Camera
- Perimeter
- Motion
- Perimeter and register
- GPM
- Cameras
- Common Areas
- Media Centers
- Computer Cams
- and M

**Exterior Cameras**

- All doors and exterior access ingress or egress covered by a fixed camera
- Pan/Tilt/Zoom
- P cameras
- Pendant or Corner Mount
- All P cameras should be installed on corners to maximize field of view
- R are needed
- Camera Resistant and vandal resistant is compulsory
- 3 Perimeter Protection
- Main Entrances and Doors
- Perimeter
- Gas
- Foot
- Outdoor areas

- Cables must be enclosed unless inside a drop ceiling and inside the or M
- All cameras shall be mounted level

- Consider all camera maintenance after the warranty is over if it is not possible to train staff in after construction is complete so always determine if the camera will be maintained in future

**C.6 TECHNOLOGY REQUIREMENTS**

Vendor must propose and supply a Video Management System to the best of its knowledge is not obsolete or near obsolete and/or product models that have been satisfactorily demonstrated to the contractor administrator may be used. The equipment supplied must be one manufacturer not used or demo units and best quality and installed in accordance with approved recommendations of the manufacturer thereof and must conform to the equipment specifications referenced in the scope and requirements.

## C.7 CONTRACTOR REQUIREMENTS

Contractor must be able to provide appropriate colloquial experience and certifications

- Alloy Certified
- Axis Gold Level ADP Partner
- Past or current Cisco CCNA certification
- Minimum one CompTIA A+ certified engineer
- Minimum 2 Axis certified engineers
- Minimum 1 ESA CSI Certified engineer
  - Or approved equivalent program
- Minimum 1 ESA Life Safety Code engineer (different person to CSI engineer)
  - Or approved equivalent program
- Dell approved reseller or OEM Partner

The service provider must demonstrate extensive experience in the following systems:

- Alloy CCTV/NVR platforms
  - IPnative
  - Seawall
  - Bolivar
- DiViS
- Aventura
- Cisco VSOM
- Cisco VSM

The service provide must be able to demonstrate past experience in the following:

- Proactively supporting enterprise systems (Large complex systems)
- 5 years' experience in the industry supporting enterprise systems
- Prefer to have a contractor that has experience working with OCTO and DCnet
- Extensive experience in Access Control and CCTV integration
- Minimum 5 years' experience in CCTV system design on an enterprise level

## SECTION D: PACKAGING AND MARKING

**RESERVED**

## SECTION E: INSPECTION AND ACCEPTANCE

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause numbers in the specification of supplies and clause number in the specification of services of the Government of the District of Columbia's Standard Contract Provisions for use with supplies and services contracts dated July 21, 2011 Attachment III

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be from date of award specified on the cover page of this contract until the term of 3 (three) years.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods or successive fractions thereof by written notice to the Contractor before the expiration of the contract provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contract Administrator prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option periods shall be as specified in the section of the contract.

**F.2.4** The total duration of this contract including the exercise of any options under this clause shall not exceed five (5) years.

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator as identified in section G in accordance with the following table.

CLIN	Deliverable	Format/Method of Delivery	Due Date
1	Monthly report of all repairs requested and when completed.	via email to [ ]	3 <sup>rd</sup> of every month
2	Request for Cardare Replacement	via email to [ ]	As needed
2	Monthly related Report of Outlined Cardare	via email to [ ]	3 <sup>rd</sup> of every month

	Requirements		
3	<ul style="list-style-type: none"> <li>• Itemized quote</li> <li>• for the</li> <li>• installations</li> <li>• including</li> <li>• necessary</li> <li>• hardware and</li> <li>• labor costs</li> </ul>	<ul style="list-style-type: none"> <li>• via email to</li> </ul>	<ul style="list-style-type: none"> <li>• within 10 business days</li> </ul>

**F.3.1** The Contractor shall submit to the District as a deliverable the report described in section 3.1.1. This is required until the District Residents requires Requirements and First Source Commitment Agreement if the Contractor does not submit the report as part of the deliverables. The District shall not make final payment to the Contractor pursuant to section G.3.2.

## SECTION G: CONTRACT ADMINISTRATION

### G.1 INVOICE PAYMENT

**G.1.1** The District will make payments to the Contractor upon the submission of proper invoices at the rates stipulated in this contract for supplies delivered and accepted or services performed and accepted less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 3<sup>rd</sup> day after receipt in a proper invoice from the Contractor.

### G.2 INVOICE SUBMITTAL

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the Vendor Portal <https://VendorPortal.dmo>

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.1.

**G.2.3** To constitute a proper invoice the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

**G.3.1** For contracts subject to the District Residents requires Requirements and First Source Commitment Agreement requirements final request for payment must be accompanied by the report or a letter of compliance discussed in section 3.1.1.

**G.3.2** The District shall not make final payment to the Contractor until the agreement has received the final determination or approval of either of the Contractor's compliance with District Residents requires Requirements and First Source Commitment Agreement requirements.

## G.4 PAYMENT

### G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this Contract, payment shall be made on partial deliveries of goods accepted by the Distributor

a) The amount due on the deliveries warrants it for

b) The Contractor requests it and the amount due on the deliveries is at least 10% or 10% percent of the total Contract price

### G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this Contract, payment shall be made on partial deliveries of services accepted by the Distributor

a) The Contractor determines that the amount due on the deliveries warrants it for

b) The Contractor requests it and the amount due on the deliveries is at least 10% or 10% percent of the total Contract price

### G.4.3 PARTIAL PAYMENTS

Unless otherwise specified in this Contract, payment shall be made on partial deliveries of goods and services accepted by the Distributor

a) The amount due on the deliveries warrants it for

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following

- "Payment shall be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule"

c) Presentation of a proforma invoice

### G.4.4 LUMP SUM PAYMENT

The Distributor shall pay the full amount due to the Contractor after

a) Completion and acceptance of all work and

b) Presentation of a proforma invoice

## G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted approved documentation including verified timesheets and receipts. Hourly rates shall be computed as multiple of the appropriate hourly rates in Section 1.1.1. The number of direct labor hours performed. Fractional parts of an hour shall be based on a prorated basis. Fixed hourly rates shall be fully loaded and include a base overhead, general and administrative expenses and profit.

## G.5 HOURLY RATE CEILING

- G.5.1** The ceiling for specified hourly rate items are set forth in Section 1.1.1 as not to exceed amounts.
- G.5.2** The hourly rates in this contract shall be fully loaded and include a base overhead, general and administrative expenses and profit and the total cost to the District shall not exceed the ceiling specified in Section 1.1.1.
- G.5.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceiling.
- G.5.4** The Contractor must notify the District in writing whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceiling.
- G.5.5** As part of the notification the Contractor must provide the District a revised estimate of the total cost of the hourly rate items of this contract.
- G.5.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceiling specified in Section 1.1.1 and the Contractor is not obligated to continue providing hourly rate items under this contract including actions under the termination clauses of this contract or otherwise incur costs in excess of the hourly rate ceiling specified in Section 1.1.1 until the District notifies the Contractor in writing that the estimated cost has been increased and provides revised hourly rate ceiling for the hourly rate items in this contract.
- G.5.7** No notice, communication or representation in any form from any person other than the District shall change the hourly rate ceiling. In the absence of the specified notice the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceiling, net of any savings incurred during the course of the contract performance or as a result of termination.
- G.5.8** When a hourly rate ceiling specified in Sections 1.1.1 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceiling shall be allowable to the same extent as incurred afterward unless the District issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

**G.5.9** The order shall not be considered an authorization to exceed the applicable court rate ceilings specified in Section 20 unless the order specifically increases the court rate ceilings.

## **G.6 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.6.1** In accordance with MR 32 the contractor may assign to a trust company or other financial institution funds due or to become due as a result of the performance of this contract.

**G.6.2** No assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.6.3** Notwithstanding an assignment of contract payments the contractor not the assignee is required to prepare invoices. Where such an assignment has been made the original copy of the invoice must refer to the assignment and must state that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_ make payment of this invoice to name and address of assignee.

## **G.7 THE QUICK PAYMENT CLAUSE**

### **G.7.1 Interest Penalties to Contractors**

**G.7.1.1** The district will pay interest penalties on amounts due to the contractor under the Quick Payment Act, 2021 *et seq.* for the period beginning on the date after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalties shall be paid if payment for the completed deliverable item or report or service is made on or before

a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product  
b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity or  
c) the 1<sup>st</sup> day after the required payment date for any other item.

**G.7.1.2** The amount of an interest penalty which remains unpaid at the end of a 3-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.7.2 Payments to Subcontractors**

**G.7.2.1** The contractor must take one of the following actions within seven days of receipt of an amount paid to the contractor: the district or subcontractor under this contract

a) Pay the subcontractor for the proportionate share of the total payment received from the district that is attributable to the subcontractor or subcontractor under the contract or



**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract

**G.9.2** The contractor shall not comply with an order, directive or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO

**G.9.3** In the event the contractor effects an change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof

**G.10 CONTRACT ADMINSTRATOR (CA)**

**G.10.1** The CO is responsible for general administration of the contract and advising the CO as to the contractor's compliance or non-compliance with the contract. The CO has the responsibility to ensure the contractor conforms to the requirements of the contract and subcontractor responsibilities and authorities as may be specified in the contract. These include:

**G.10.1.1** Keep in the CO fully informed of any technical or contractual difficulties encountered during the performance period and advise the CO of any potential problem areas under the contract

**G.10.1.2** Coordinate site entry for contractor personnel if applicable

**G.10.1.3** Review invoices for completed work and recommend approval of the CO if the contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure

**G.10.1.4** Review and approve invoices for deliveries to ensure receipt of goods and services. This includes the timely processing of invoices and coupons in accordance with the district's payment provisions and

**G.10.1.5** Maintain a file that includes all contract correspondence, modifications, records of inspections, site data, equipment and invoice or coupons

**G.10.2** The address and telephone number of the CO is:

***Identified at Contract Award***

***Name of CA***

***Title of CA***

***Address***

***Telephone***

***Fax***

***E-mail address]***

**G.10.3** The shall take the authority to

- 1. Guard the right to or sign an contract deliver order or task order and the shall make contractual agreements commitments or modifications
- 2. Grant deviations from or waive any of the terms and conditions of the contract
- 3. Increase the dollar limit of the contract or authorize or extend the dollar limit of the contract
- 4. Authorize the expenditure of funds of the contractor
- 5. Change the period of performance
- 6. Authorize the use of district property as specified under the contract

**G.10.4** The contractor will be fully responsible for any actions not authorized in advance in writing that the contractor may be denied compensation or other relief or an additional or reformed that is not so authorized and may also be required that no additional cost to the district to take all corrective action necessitated for reason of the unauthorized actions

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto as defined in Mayor's order 832 and implementing instructions the contractor shall use its best efforts to maximize the utilization of district and other resources for utilization of bona fide residents of the district of Columbia in each of its labor force

**H.1.1.1** At least fifteen percent of apprentices and trainees employed shall be residents of the district of Columbia registered in programs approved by the district of Columbia apprenticeship council

**H.1.2** The contractor shall negotiate an employment agreement with the Department of Employment Services for positions created as a result of this contract. The contractor shall be the contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The contractor shall be bound by the applicable determination of 2018-281 reissued dated July 1, 2018 issued by the Department of Labor in accordance with the applicable contract and the applicable 31 et seq and incorporated herein as section 2 of the contract shall be bound by the applicable rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. An option is exercised the contractor shall be bound by the applicable rates at the time of the exercise of the option. If the option is exercised and the contractor obtains a revised wage determination the revised wage determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment

**H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The contractor shall comply with the Protections for Pregnant Workers Fairness Act of 2015 (29 CFR 1607.11) and 32 CFR 1231.11 *et seq.* PP 1001

**H.3.2** The contractor shall not

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy-related medical conditions or breastfeeding or an employee unless the contractor can demonstrate that the accommodation would impose an undue hardship

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or disabilities or employment including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position if the equivalent

(1) Pay

(2) Accumulated seniority and retirement

(3) Benefits and

(4) Other applicable service credits

(c) Denial of opportunities to an employee or a job applicant if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy-related medical conditions or breastfeeding

(d) Require an employee affected by pregnancy-related medical conditions or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy-related medical conditions or breastfeeding or the accommodation is not necessary for the employee to perform her duties

(e) Require an employee to take leave if a reasonable accommodation can be provided or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition including a certification

**H.3.3** The contractor shall cost and maintain in a continuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy-related medical conditions or breastfeeding pursuant to the PP 1001 to

(a) New employees at the commencement of employment

(b) Existing employees and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the

PP shall be in 1 day of the notification

**H.3.4** The contractor shall provide an accurate written translation of the notice of rights to a non-English or non-Mandarin speaking employee

**H.3.5** Violations of the PP shall be subject to civil penalties as described in the PP

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The contractor shall comply with the unemployeed anti-discrimination act of 2012, official code 32-13 *et seq*

**H.4.2** The contractor shall not

(a) fail or refuse to consider for employment or fail or refuse to hire an individual as an employee because of the individual's status as unemployeed or

(b) Publish in print or on the internet or in another medium an advertisement or announcement for an a job in a job or employment that includes

(1) a provision stating or indicating that an individual's status as unemployeed disqualifies the individual for the job or

(2) a provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployeed

**H.4.3** Violations of the unemployeed anti-discrimination act shall be subject to civil penalties as described in the PP

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts or services in the amount of \$300,000 or more the contractor shall comply with the first source employment agreement act of 1988 as amended, official code 21-21 *et seq* first source act

**H.5.2** The contractor shall enter into and maintain during the term of the contract a first source employment agreement with the District of Columbia Department of Employment Services in all of the contractor's agreements that

a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the first source Register and

b) The first source for finding employees to fill an a job occurring in all jobs offered by the employment agreement shall be the first source Register

**H.5.3** The Contractor shall not be in performance of the Contract until its mobilization agreement has been accepted. Nonetheless, approved the mobilization agreement shall not be amended except with the approval of the

**H.5.4** The Contractor agrees that at least 10 of the new employees hired to perform the Contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the first course of and any rules promulgated thereunder shall continue for the term of the Contract.

**H.5.6** The shall impose penalties including monetary fines of the total amount of the direct and indirect labor costs of the Contract for a willful breach of the mobilization agreement, failure to submit the required hiring compliance reports or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith offer, the shall also impose an additional penalty equal to 1/8 of the total amount of the direct and indirect labor costs of the Contract for each percentage point the Contractor fails to meet its hiring requirements.

**H.5.8** If the Contractor violates more than one item in a 12-month time frame, the hiring or reporting requirements of the first course of shall be referred for debarment for not more than 12 months.

**H.5.9** The Contractor may appeal an decision of the pursuant to this clause to the Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the first course of do not apply to non-profit organizations, employees or less.

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 SUBCONTRACTING REQUIREMENTS**

**H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For all Contracts in excess of \$2,000,000 at least 30 of the dollar volume of the Contract shall be subcontracted to qualified small business enterprises.

**H.9.1.2** If there are insufficient sources to completely fulfill the requirement of paragraph 1.1, then the subcontracting may be satisfied by subcontracting 30 of the dollar volume to an qualified certified business enterprises as provided elsewhere that all reasonable efforts shall be made to ensure that sources are significant participants in the overall subcontracting or.

**H.9.1.3** Prime Contractor that is certified as a small local or disadvantaged business enterprise shall not be required to comply with the provisions of sections 1011 and 1012

**H.9.1.4** Except as provided in 1011 and 1012 a prime contractor that is a SBC and has been granted a bid reference pursuant to 2218 or is selected through a set-aside program shall perform at least 3% of the contract effort with its own organization and resources and if it subcontracts 3% of the subcontract effort shall be subject to enforcement actions under 2218

**H.9.1.5** Prime Contractor that is a certified joint venture and has been granted a bid reference pursuant to 2218 or is selected through a set-aside program shall perform at least 1% of the contract effort with its own organization and resources and if it subcontracts 3% of the subcontract effort shall be subject to enforcement actions under 2218

**H.9.1.6** A SBC utilized to meet these subcontracting requirements shall perform at least 3% of its contract effort with its own organization and resources

**H.9.1.7** Prime Contractor that is a SBC and has been granted a bid reference pursuant to 2218 or is selected through a set-aside program shall perform at least 1% of the on-site or off-site work with its own organization and resources if the contract is \$1 million or less

## **H.9.2 Subcontracting Plan**

The prime contractor is required to subcontract under this contract it shall submit a subcontracting plan as part of the bid and it may only be amended after a hard bid date prior to written approval of the bid and prior to any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after a hard bid shall inure to the benefit of the district

Each subcontracting plan shall include the following

- 1 The name and address of each subcontractor
- 2 The current certification number of the small or certified business enterprise
- 3 The scope of work to be performed by each subcontractor and
- 4 The price that the prime contractor will pay each subcontractor

## **H.9.3 Copies of Subcontracts**

Within ten (10) days of the date of award the contractor shall provide all executed copies of all subcontracts identified in the subcontracting plan to the district auditor and the director of

## **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** The Contractor shall submit a quarterly report to the District of Columbia Auditor and the Director of the quarterly report shall include the following information for each subcontract identified in the subcontract plan:

- the date that the prime contractor will acquire subcontractor under the subcontract
- a description of the goods procured or the services subcontracted for
- the amount paid to the prime contractor under the subcontract and
- a description of the subcontract if it was not provided in an earlier quarterly report

**H.9.4.2** If the subcontract is not provided in the quarterly report the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.9.5 Annual Meetings**

□□ on at least 30 days written notice provided to the District of Columbia Auditor and the Director of the Contractor shall meet annually with the District of Columbia Auditor and the Director to provide an update on its subcontracting plan.

## **H.9.6 Notices**

□□ The Contractor shall provide written notice to the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

## **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** □□ Contractor shall be deemed to have breached a subcontracting plan required by law if the Contractor fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonable and timely manner or if the Contractor fails to submit a monitoring or compliance report or other required subcontracting information containing a material false statement or fails to meet its subcontracting requirements.

**H.9.7.2** □□ Contractor that is found to have breached its subcontracting plan for utilization of funds in the performance of a contract shall be subject to the imposition of penalties including monetary fines in accordance with the District of Columbia Code § 2-218.3.

**H.9.7.3** □□ If the District of Columbia Auditor determines the Contractor's failure to be a material breach of the contract the District of Columbia Auditor shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** □□ The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment of 2011 effective December 1, 2011, as amended by Act 2 of 2012 as used in this section. This section applies to an employment including employment on a temporary

or contractual basis where the physical location of the employment is in whole or substantial part within the District of Columbia

**H.10.2** Prior to making a conditional offer of employment the contractor shall not require an applicant for employment or a person who has requested consideration for employment from the contractor to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction

**H.10.3** Offer making a conditional offer of employment the contractor may require an applicant to disclose or reveal a criminal conviction

**H.10.4** The contractor may only withdraw a conditional offer of employment or take adverse action against an applicant for a legitimate business reason as described in the RFP

**H.10.5** This section and the provisions of the RFP shall not apply

where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment

to a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those without criminal histories

to an adult or employer that provides programs services or direct care to children or vulnerable adults or

to employers that employ less than 11 employees

**H.10.6** A person claiming to be aggrieved by a violation of the RFP may file an administrative complaint with the District of Columbia Office of Human Rights and the Commission on Human Rights may impose monetary penalties against the contractor

## **H.11 DISTRICT RESPONSIBILITIES**

1.1 The contractor shall quarterly QRP will evaluate the contractor's performance and compliance to the contract in accordance with the established performance evaluation form (see attachment 1)

1.2 Assuring that the contractor has access to the facilities as needed

## **H.12 CONTRACTOR RESPONSIBILITIES**

1.1 The contractor shall make available to QRP all resumes cover letters cover of degrees licenses certifications and other employee information of the proposed staff. This information is required when submitting the proposal to contract award and before the staff provides services to QRP

12.2 The Contractor shall provide services that are consistent with the procedures and standards established by the District of Columbia state regulations and all other statutory requirements.

12.3 The Contractor shall provide documentation within 10 days that:  
18.1 corroborate the dates and times of service provided and  
18.2 arrival and departure times on new installations.

## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Agencies and Agencies Contracts dated July 21, 2011 are incorporated as part of the Contract to obtain a copy of the CCP to the /office under which the required solicitation documents.

### I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to an employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters nor shall it disclose any confidential information to any other person, firm or corporation in a jurisdiction of the District and federal laws governing the confidentiality of records.

### I.4 TIME

Time specified in a number of days will include Saturdays, Sundays and holidays unless otherwise stated herein.

### I.5 RIGHTS IN DATA

delete clause 2 Rights in Data of the Standard Contract Provisions dated July 21, 2011 or use with District of Columbia Government Agencies and Agencies Contracts and substitute the following clause 2 Rights in Data in its place.

#### A. Definitions

1. Products shall deliverable under an Contract that may include commodities, services and/or technology furnished for or through Contractor including existing and custom Products such as but not limited to a recorded information regardless of form or the media on which it may be recorded, do document research, experimental, developmental or engineering or other licensed software components of the hard are environment, printed materials including

but not limited to training manuals, system and user documentation, reports, drawings, third party software, modifications, customizations, custom programs, program listings, programming tools, data modules, components, and intangible intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. Existing Products and intangible licensed Products that exist prior to the commencement of or under the Contract. Existing Products must be identified on the Product prior to commencement of or else will be presumed to be Custom Products.

3. Custom Products Products, preliminary or otherwise, are created or developed by contractor, subcontractors, partners, employees, resellers, or agents for the District under the Contract.

District the District, Columbia and its agencies.

## B. Title to Project Deliverables

The contractor acknowledges that it is commissioned by the District to perform services detailed in the Contract. The District shall have ownership and rights for the duration set forth in the Contract to use, modify, distribute or adapt Products as follows:

1. Existing Products Title to all existing licensed Products, whether or not embedded in, delivered or operating in conjunction with, hardware or Custom Products, shall remain with contractor or third party proprietor, owner, who retains all rights, title and interest, including patent, trademark, or copyrights, effective upon execution of the Contract. The District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, reproduce, disseminate, perform, adapt, unless contractor advises the District as part of contract, provided that adaptation will violate existing agreements or statutes and contractor demonstrates suitability to the District's satisfaction, and distribute Existing Product to District users up to the license granted stated in the Contract. All license rights necessary to fulfill the general business purpose of the project or program or contract licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and another legend of owners, in any copies authorized under this paragraph.

2. Custom Products Effective upon Product creation, contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized reproduction and marketing, or through contractor.

## C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign existing or Custom Products and the licenses thereunder to another District agency, not herein, shall include the contractor from otherwise using the

related or underl[un]derlin[un] general knowledg[e] skills ideas conce[un]pts techniques and experie[n]ce developed under a contract or program in the course of contractor's business

#### D. Subcontractor Rights

Whenever an[un]data includin[un] computer software are to be obtained from a subcontractor under the contract the contractor shall use this clause **Rights in Data** in the subcontract without alteration and no other clause shall be used to enlarge or diminish the distributor's or the contractor's rights in that subcontractor data or computer software which is required for the distributor

#### E. Source Code Escrow

1 For all computer software furnished to the distributor the rights specified in section 2 of the contract shall be furnished to the distributor a copy of the source code which is the same as specified in section 2 of this clause or all computer software furnished to the distributor the restricted rights specified in section 1 of this clause the distributor the contractor either directly or through a successor or affiliate shall be able to provide the maintenance or warranty services provided the distributor under the contract or an additional maintenance agreement or if the contractor should be declared insolvent a court of competent jurisdiction shall have the right to obtain for its own and sole use only a single copy of the current version of the source code supplied under the contract and a single copy of the documentation associated therewith in connection with the person in control of the source code the reasonable cost of making a copy

2 If the contractor or Product manufacturer/developer or software is furnished to the distributor the rights specified in section 1 of this clause offers the source code or source code escrow to an other commercial customer the contractor shall either provide the distributor the source code for the Product or place the source code in a third party escrow arrangement which a designated escrow agent who shall be named and identified to the distributor and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the distributor or 3 will certify to the distributor that the Product manufacturer/developer has named the distributor as a named beneficiary of an established escrow arrangement which its designated escrow agent who shall be named and identified to the distributor and who shall be directed to release the deposited source code in accordance with the terms of escrow

3 The contractor shall update the source code as well as any corrections or enhancements to the source code for each release of the Product in the same manner as provided above and certify such updating of escrow to the distributor in writing

#### F. Indemnification and Limitation of Liability

The contractor shall indemnify and save and hold harmless the distributor its officers agents and employees against and in the scope of their official duties against any liability including costs and expenses for violation of proprietary rights or rights of privacy arising out of the duplication translation reproduction delivery or use or disposition of an[un]data furnished under this contract or disclosed upon an[un]data furnished under this contract or used upon libelous or other unlawful matter contained in such data

## I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit an act that will interfere with the performance of or another District Contractor or another District employee.

## I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Commission or service so subcontracted shall be performed pursuant to a subcontract agreement. The District will have the right to review and approve prior to its execution the Contractor's subcontract shall state that the Contractor and the subcontractor shall be subject to the provisions of this contract notwithstanding any subcontract agreed. The District and the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## I.8 INSURANCE

**GENERAL REQUIREMENTS** The Contractor shall procure and maintain during the entire period of performance under this contract the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a certificate of insurance to the District in evidence of the required coverage prior to commencing performance under this contract. In no event shall an order be performed until the required certificates of insurance signed by an authorized representative of the insurer's are been provided to and accepted. The District shall be written by financial responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an Most Comprehensive or other Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the District shall be given thirty (30) days prior written notice in the event the stated limit in the declarations are of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the District ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance** The Contractor shall provide evidence satisfactory to the District with respect to the services performed that it carries 1. Current limits 2. Aggregate 3. Bodily Injury and Property Damage Products and Completed Operations Personal and Advertising Injury Contractual Liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured. All be primary and non-contributor. It is an other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for the years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a minimum per occurrence combined single limit for bodily injury and property damage.

3. Workers Compensation Insurance. The Contractor shall provide workers compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: (a) for a general contractor or in the performance of an employee or disease and (b) for liability disease limit.

5. The Contractor shall carry all required insurance until all contract work is completed in the District and shall carry the required General Liability and required Professional Liability and an required Employment Practices Liability Insurance for the entire term of the contract until the final acceptance of the work performed under this contract.

C. The above are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

6. The Contractor and subcontractors are solely responsible for any loss or damage to their personal property including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery or owned and leased equipment. The contractor shall carry all property in the District of Columbia.

7. The Contractor shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all costs of insurance and bonds in the contract price.

8. The Contractor shall immediately provide the District with written notice in the event that its insurance coverage has or will be substantially canceled or not renewed and provide an updated certificate of insurance to the District.

9. The Contractor shall submit certificates of insurance to the District as evidence of the required coverage as specified in this section prior to commencement of work. Evidence of insurance shall be submitted to the Contract Administrator.

10. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party who represents a claim against the District for any damages or claims resulting from or arising out of or performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## I.9 EQUAL EMPLOYMENT OPPORTUNITY

In a Jordan v. District of Columbia Administrative Disputes Review Board Order 8-8-8 dated June 1, 2008, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section 3.3. An award cannot be made to an bidder who has not satisfied the equal employment requirements.

## I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this bid will contain the following clause:

### ORDER OF PRECEDENCE

Conflicts in language shall be resolved in the order of precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1. In applicable court order
2. Contract document
3. Standard Contract Provisions
4. Contract attachments other than the Standard Contract Provisions
5. Addendums as amended
6. Bid

## I.11 DISPUTES

Delete clause 1.11 Disputes of the Standard Contract Provisions dated July 21, 2007 or use District of Columbia Government Rules and Regulations Contracts and substitute the following clause 1.11 Disputes in its place:

### 14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

**14.1 Claims by the Contractor against the District** A claim as used in Paragraph 14.1 of this clause means a written assertion by the contractor seeking as a matter of right the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract unlike a claim relating to that contract is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

14.1.1 All claims by a contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the District for a decision. The contractor's claim shall contain at least the following:

- i. A description of the claim and the amount in dispute.
- ii. Data or other information in support of the claim.

- iii) provides a description of the Contractor's efforts to resolve the dispute prior to filing the claim and
- iii) the Contractor's request for relief or other action of the

2) the may meet with the Contractor in a further attempt to resolve the claim agreement

3) the shall issue a decision on an claim within 12 calendar days after receipt of the claim. The engineer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

4) the written decision shall do the following:

- i) Provide a description of the claim or dispute
- ii) Refer to the pertinent contract terms
- iii) State the actual areas of agreement and disagreement
- iv) State the reasons for the decision including an assessment of findings of fact although such findings of fact are not required and if made shall not be binding in any subsequent proceeding
- v) If all or an part of the claim is determined to be valid determine the amount of monetary settlement the contract adjustment to be made or other relief to be granted
- vi) Indicate that the written document is the final decision and
- vii) Inform the Contractor of the right to seek further redress as applicable to the decision to the Contract Appeals Board

5) Failure of the to issue a decision on a contract claim within 12 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided in the official code 23

6) A Contractor is unable to support an part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of relieving that part of the Contractor's claim. Liability under this paragraph shall be determined within six months of the commission of the misrepresentation of fact or fraud.

7) Pending final decision of an appeal action or final settlement the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the

8) **Claims by the District against the Contractor:** claim as used in paragraph 8) of this clause means a written demand or written assertion of the District seeking as a matter of right the payment of money in a sum certain of the adjustment of contract

terms or other relief arising under or relating to the Contract claim arising under a Contract unless a claim relating to that Contract is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant

1 The Tribunal shall decide all claims that the arbitrator awards arising under or relating to a Contract

2 The Tribunal shall send written notice of the claim to the Contractor and the written decision shall do the following

- i Provide a description of the claim or dispute
- ii Refer to the pertinent Contract terms
- iii State the actual areas of agreement and disagreement
- iv State the reasons for the decision including an assessment of findings of fact and conclusions of fact are not required and if made shall not be binding in any subsequent proceeding
- v All or any part of the claim is determined to be valid determine the amount of monetary settlement the Contract adjustment to be made or other relief to be granted
- vi Indicate that the written document is the Tribunal's final decision and
- vii Inform the Contractor of the right to seek further redress as available under the decision to the Contract Appeals Board

3 The Tribunal shall support the decision reasons and shall inform the Contractor of its rights as provided herein

4 Before or after issuing the decision the Tribunal may meet with the Contractor to attempt to resolve the claim by agreement

5 The authority contained in this paragraph shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation if another arbitrator is specifically authorized to administer settle or determine

6 This paragraph shall not authorize the Tribunal to settle or compromise or otherwise adjust any claim involving fraud

7 Decisions of the Tribunal shall be final and not subject to review unless the Contractor timely commences an administrative appeal or review of the decision by filing a complaint with the Contract Appeals Board as authorized by the official Code 23

8 Pending final decision of an appeal action or final settlement the Contractor shall proceed diligently with performance of the Contract in accordance with the decision of the Tribunal

## I.12 COST AND PRICING DATA

Delete Clause 2 (Cost and Pricing Data) of the Standard Contract Provisions dated July 21 or use the District of Columbia Government Supplies and Services Contracts

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for use with the Supplies and Services Contracts July 21 available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.2	Department of Labor Wage Determination 21-281 revised dated July 1, 2018
J.3	Qual Commitment Opportunity Modeler Information Report and Maps Order 808 available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.4	Department of Commitment Services First Course Commitment Agreement available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.5	Addendum to 2018 RFP for a fee estimate available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.6	Addendum to 2018 RFP for a fee estimate available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.7	Certification Affidavit available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.8	Contractor Plan required shall be available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents
J.9	First Course Initial Commitment Plan Contract is \$300,000 or more available at <a href="#">http://oddo.com</a> under Guidelines Link on Required Solicitation Documents

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

Bidder/Supplier Certification Form

available at <http://www.dcd.com>  
under [Guidelines](#) link on [Required](#) [Bidding](#) [Documents](#)

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation or may reject all bids or waive any minor irregularities in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsible and responsible bidder who has the lowest bid.

### **BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **5:00 PM** local time on **December 12, 2018 as referenced in Section A.9.**

**There will be an onsite question and answer forum on Monday, December 10, 2018 at 3535 V St. NE at 10:30 AM in the SST Conference Room.**

### **L.2 WITHDRAWAL OR MODIFICATION OF BIDS**

Bidder may modify or withdraw its bid upon written or a similar transmission received at the location designated in the solicitation or submission of bids but not later than the exact time set for opening of bids.

### **L.3 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

- L.3.1** Bids, modifications to bids or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above are late and shall be considered only if they are received before the award is made and an appropriate follow-up circumstances apply.

a. The bid or modification was sent by registered or certified mail no later than the calendar date before the date specified for receipt of bids.

b. If sent by mail and the contracting officer determines that the late receipt was due solely to mis-handling of the bid after receipt at the location specified in the RFP or

c. If sent electronically the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

### L.3.2 Postmarks

The only acceptable evidence to establish the date of a late bid late modification or late withdrawal sent either registered or certified mail shall be a meter or Canadian Postal receipt postmarked on the envelope or on the original receipt from the meter or Canadian Postal receipt. Neither postmarks nor a legible date of the bid modification or withdrawal shall be deemed to have been mailed late when the postmarks show the date but not the hour the time is resumed to be the last minute of the date shown or no date is shown on the postmark the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

### L.3.3 Late Submissions

A late bid late request for modification or late request for withdrawal shall not be considered except as provided in this section.

### L.3.4 Late Modifications

A late modification of a successful bid makes its terms more favorable to the District will be considered at any time it is received and made accepted.

### L.3.5 Late Bids

A late bid late modification or late withdrawal of a bid that is not considered shall be held unopened unless opened for identification until after a ward and then retained if unsuccessful bids result from this solicitation.

## L.4 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section 8 of the Tender Rules.

## L.5 ERRORS IN BIDS

Bidders are expected to read and understand all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk and is not a disbursement between the unit price and the total price of the unit price shall govern.

## L.6 QUESTIONS ABOUT THE SOLICITATION

A prospective bidder has any questions relative to this solicitation the prospective bidder shall submit the questions in writing to the prospective bidder shall submit questions no later than 3 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 3 days before the date set for submission of bids. The District will furnish responses from time to time to all other prospective bidders on amendment to the solicitation will be issued if that information is necessary in submitting bids or in the late bid.

could be prejudicial to another prospective bidders' oral explanations or instructions given before the award of the contract will not be binding.

## L.7 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the Board of Contract Appeals a protest no later than ten (10) business days after the basis of protest is known or should have been known. If the protest is earlier, the protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In requirements in which bids are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into this solicitation must be protested no later than the next closing time for receipt of bids. All protests shall be filed in writing with the Board of Contract Appeals, 1000 Connecticut Avenue, Suite 3000, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Board for the solicitation.

## L.8 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of an amendment to this solicitation by signing and returning the amendment with the identification number and date in the space provided for this purpose in Section 1.0 of the solicitation or by letter or telegram including mailgrams. The bidder must receive the acknowledgment at the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## L.9 SIGNING OF BIDS

L.9.1 The contractor shall sign the bid and print or type its name on the solicitation cover and award form of this solicitation. A bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Rasures or other marks must be initialed. The person signing the bid must sign an agent shall be a company employee or agent's authorized unless that employee has been previously furnished to the Board.

L.9.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the aforesaid written instructions from the bidder or contractor to the contractor. In bid submitted by a partnership must be signed by the partnership name by a general partner with authority to bind the partnership. In bid submitted by a corporation must be signed by the name of the corporation followed by the signature and title of the person authorized to sign for the corporation.

## L.10 SIGNING OF BIDS

L.10.1 The contractor shall sign the bid and print or type its name on the solicitation cover and award form of this solicitation. A bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Rasures or

Other names must be initialed and the person signing the bid bids signed as an agent shall be authorized to identify on that agent's authority unless that evidence has been previously furnished to the

**L.10.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contractor. Bid submitted by a partner(s) must be signed by the partner(s) name by a general partner authorized to bind the partner(s) on bid submitted by a corporation must be signed by the name of the corporation followed by the signature and title of the person authorized to sign for the corporation

### **L.11 BIDS WITH OPTION YEARS**

The bidder shall include option year rates in its bid. Bid made determined to be nonresponsible if it does not include option year rates

### **L.12 LEGAL STATUS OF BIDDER**

A bid must provide the following information

- L.12.1** Name, address, telephone number and federal tax identification number of bidder
- L.12.2** If the bidder is a corporation or partner(s) and does not provide a copy of its license, registration or certification to transact business in the district of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements and
- L.12.3** If the bidder is a partner(s) or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements

### **L.13 BID OPENING**

The district shall make available the name of each bidder, the bid price and other information that is deemed appropriate

### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing or the contractor shall have its insurance broker or insurance company submit certificates of insurance identifying the required coverages to the **Each certificate of insurance must identify the contract or solicitation number.**

### **L.15 GENERAL STANDARDS OF RESPONSIBILITY**

**L.15.1** To be determined responsible a prospective contractor must demonstrate that it



Certified State Department of Small and Local Business Development pursuant to Part 1 of the Code

**M.1.1. Application of Preferences**

For evaluation purposes the allowable references under the RFP shall be available to prime contractors in response to this RFP as follows

**M.1.1.1** Small business enterprise certified RFP shall receive a three percent (3%) reduction in the bid price

**M.1.1.2** Resident-owned business certified RFP shall receive a five percent (5%) reduction in the bid price

**M.1.1.3** Longtime resident business certified RFP shall receive a ten percent (10%) reduction in the bid price

**M.1.1.4** Local business enterprise certified RFP shall receive a two percent (2%) reduction in the bid price

**M.1.1.5** Local business enterprise RFP with its principal offices located in an enterprise zone certified RFP shall receive a two percent (2%) reduction in the bid price

**M.1.1.6** Disadvantaged business enterprise certified RFP shall receive a two percent (2%) reduction in the bid price

**M.1.1.7** Veteran-owned business certified RFP shall receive a two percent (2%) reduction in the bid price

**M.1.1.8** Local manufacturing business enterprise certified RFP shall receive a two percent (2%) reduction in the bid price

**M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding references the maximum total preference to which a certified business enterprise is entitled is twelve percent (12%) where there will be no preference awarded for subcontracting with the prime contractor or certified business enterprises

**M.1.3 Preferences for Certified Joint Ventures**

Joint venture certified RFP or this solicitation shall receive references as a prime contractor as determined RFP

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any bidder seeking to receive references on this solicitation must be certified at the time of submission of its bid. It will forfeit the bidder's certification if it does not submit its bid and documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any bidder seeking certification in order to receive references under this solicitation should contact the

Department of Small and Local Business Development  
Certification Program  
11 Court Street, Suite 800  
Washington, DC 20001

**M.1.4.3** All bidders are encouraged to contact the Department at 202-223-3333 if additional information is required on certification procedures and requirements.

## **M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

APPENDIX

**Please refer to the attached spreadsheet for the number of cameras and servers per school.**



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

December 2017

# School Security Handbook

Version 01

Approved by: Doug Hollis, Deputy Chief, School Operations & Programs  
Robert Thomas, Director, School Security Team

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## I. Executive Summary

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### A. Introduction

The District of Columbia Public Schools (DCPS) is committed to positive, healthy, and safe school experiences for all students. DCPS operates to ensure all schools respond to emergencies, disruptions, or other incidents in proactive, constructive ways that minimize risks to our students and the learning community. The School Security Team, located in the Office of the Chief Operating Officer, represents a vital component of maintaining a productive environment where teachers can teach, students can learn, and all professionals can thrive.

### B. Purpose

The DCPS School Security Handbook is designed to provide all DCPS employees with a comprehensive understanding of how to execute appropriate responses to security and safety matters. The guidelines contained in this manual describe specific procedures which are designed to reduce the level of safety and security incidents. It is essential that all DCPS employees view themselves as responsible for school safety and security and that they work toward the shared goal of maintaining as safe and secure school environment.

### C. Confidentiality and Privacy

All DCPS employees are responsible for maintaining student privacy and mitigating risk of disclosure of private student information. The Family Educational Rights and Privacy Act (FERPA) requires schools to ask for written consent before disclosing a student's personally identifiable information to individuals other than his or her parents.<sup>1</sup> This right to privacy is further enshrined in local regulations.<sup>2</sup> Student records and personal information regarding school security are highly sensitive and DCPS treats this information with the utmost care. DCPS will take every step to ensure that all student records are kept private and secure and not shared with unnecessary parties. When a student's health or safety is at risk, DCPS may release student records to law enforcement, public health officials, or medical personnel, but this information will be limited to only that which is necessary to protect a child from harm.<sup>3</sup>

### D. Roadmap

This manual first explains the organizational structure of security at DCPS and the responsibilities of specific officers in section "II. Roles and Responsibilities." In section "III. School Safety Procedures" the manual explains procedures for preventing safety incidents from occurring and how to initiate procedures such as lockdowns and shelter-in-place in response to dangerous conditions in a school. Section "IV. Incidents" describes security incidents which must be reported, procedures for reporting those incidents, and how to respond to a few common specific incidents. Finally, sections "V. Building Security" and "VI. Barring Notice Policy and Procedures" describe how to secure access to school buildings and how to bar certain individuals from access to school buildings.

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<sup>1</sup> 20 U.S.C. § 1232g; 34 CFR 99 (FERPA).

<sup>2</sup> 5-E DCMR §2603.

<sup>3</sup> See 34 CFR § 99.31(a)(10).

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## II. Roles and Responsibilities

### A. Organizational Structure

The safety of our schools is managed through a partnership between Washington DC’s Metropolitan Police Department (MPD) and the DCPS School Safety Team (SST) located in the DCPS School Operations Division. These teams, working in tandem, coordinate a security operation involving hundreds of officers across 113 DCPS locations.

The School Operations & Programs division provides direct, day-to-day support to all DCPS schools. This division is made of the Strategic School Operations, Food & Nutrition Services, and School Security teams. The DCPS School Operations Division oversees responsibility for school operational support across DCPS schools. The Division directly handles school operational support, interagency partnerships and cooperation, and Central Office oversight of DCPS school security. The DCPS School Security Team (SST) is directly responsible for managing DCPS and contract security officers and maintaining safety in DCPS schools. The SST works alongside MPD. MPD’s School Safety Division (SSD) also provides security officers and safety resources to schools, working in partnership with DCPS. The roles and responsibilities of DCPS SST compared to MPD SSD are outlined in the chart below.

<b>DCPS School Security Team (SST)</b>	<b>Metropolitan Police Department, School Safety Division (MPD SSD)</b>
<p>This team is responsible for:</p> <ul style="list-style-type: none"> <li>▪ The safety and security of all DCPS students, staff, school grounds, and school property</li> <li>▪ Managing DCPS security personnel, Special Police Officers (SPOs)</li> <li>▪ Co-managing DCPS’ contract security officers with MPD</li> <li>▪ Dictating procedures for physical security and school property patrols</li> <li>▪ Emergency planning and guidance to schools</li> <li>▪ Approving and coordinating school event security and security requests for other programs at schools</li> <li>▪ Providing 24/7 support to school and response to emergency calls</li> <li>▪ Negotiating agreements with security contractors</li> <li>▪ Managing DCPS budget and spending for providing these personnel and security activities, including the Memorandum of Understanding detailing DCPS’s financial obligations to security vendors</li> </ul>	<p>This division is responsible for:</p> <ul style="list-style-type: none"> <li>▪ Providing oversight and management of security services in the DCPS schools</li> <li>▪ The supervision of School Resource Officers (SROs), MPD officers that provide security and resources in schools across the city</li> <li>▪ Managing contracts for security services at all DCPS facilities and providing direct supervision of the contract security officers (SOs and SPOs)</li> <li>▪ Monitoring the quality of workers and services provided by the contract</li> <li>▪ Providing recommendations to the Mayor, the Council, and the Chancellor regarding the impact of school closings, consolidations, grade reconfigurations, use of swing space during school reconstruction, and gang activity on the safety and well-being of children</li> </ul>

In addition to these offices, school administrators and staff play a vital role in maintaining a safe school environment and responding to emergency situations. School staff take a leading role in ensuring that security needs are communicated to security officers and in leading the School Safety Committee, whose duties and functions are outlined in section “C. School Safety Committee.”

## B. Types of Officers

### **DCPS Security Staff: Special Police Officers (SPO)**

Special Police Officers (SPOs) perform security and provide general law enforcement duties to ensure a safe school environment. SPOs establish and maintain a close partnership with school administrators, staff, students, and parents to provide a safe school environment.

DCPS SPO duties include:

- Handling general law enforcement duties for DCPS;
- Responding to emergency events that occur in schools;
- Conducting vehicle and foot patrols on DCPS properties;
- Monitoring security contract compliance in schools, in conjunction with MPD, reporting any observed or reported issues to the Director of School Security;
- Monitoring and dispatching alarms, camera systems, and emergency calls, including the CCTV camera systems and fire alarms;
- Discovering people attempting to gain unauthorized access to the school facility;
- Preparing detailed reports of security deficiencies to include unsecured schools, unsecured technology, unset alarms, unsecured doors, etc.;
- Interacting with other law enforcement agencies on behalf of DCPS;
- Responding to intrusion alarms at schools;
- Assisting School Administrators and MPD during school lockdowns, evaluations, and building emergencies;
- Supporting emergency planning, give guidance and ensure compliance as necessary;
- When requested by MPD, assisting with Safe Passage;
- Making arrests when necessary.

### **Contract Security Officers (SOs)**

Contract Security Officers (SOs and SPOs) work for a privately-owned security corporation. DCPS and MPD collaborate to manage contract officers using a detailed process executed in a Memorandum of Understanding. Contract officers are school-based and work with the school principal and staff to ensure the safety of all students. For SY17-18, all SOs are employees of Security Assurance Management (SAM).

SO duties include:

- Prompting arrival and review of established Post Orders for the school;
- Controlling access to school, through viewing identification, weapons screening, and visitor sign-in logs for non-school or non-DCPS personnel;
- Providing escorts as requested by School Administrators;
- Acting as emergency responders along with law enforcement;
- Conducting frequent walking patrols and serving as primary point of contact (POC) for conducting security patrols throughout the building;
- Assisting in investigations of administrative misconduct, criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters of the assigned worksite;
- Monitoring all common spaces, hallways, stairwells, restrooms, entrances, and exits;

- Providing security coverage at athletic and school based events;
- Performing exterior and interior building security checks at the end of the school day to ensure premises are completely secure;
- Performing entrance screenings for students and guests, and ensuring visitor sign in;
- Preparing incident reports;
- Preparing Daily Activity Logs, starting within the 1<sup>st</sup> hour of reporting for duty.
- SOs should not be used as hall monitors.

Some SOs have enhanced authority, including the ability to arrest and detain individuals. These SOs, though still contract officers and not employees of DCPS, are considered Contract SPOs with similar duties and authority to a DCPS SPO. These types of SOs can be identified by the patch on their uniform (see Appendix G).

### **School Resource Officers (SRO)**

School Resource Officers (SROs) are MPD police officers who specialize in supporting schools. SROs are a part of MPD's School Safety Division. SROs lead in delivering security services and safety resources to DCPS schools on a full-time basis. SROs are deployed according to a "cluster model" and are responsible for supporting multiple schools at a time, including both DCPS schools and public charter schools.

SRO duties include:

- Developing and maintaining an expert knowledge of the physical layout, organizational structure, academic support staff, characteristics of the student body, events and operations, incidents, and procedures and policies around school safety, including DCMR Chapters 24 and 25;
- Patrolling and monitoring all areas of the DCPS campus grounds and buildings;
- Responding when notified of the need for police assistance in and around their assigned schools;
- Preventing and responding to threats or crime against student, staff, and property;
- Making arrests when necessary, but partnering with DCPS and others to pursue alternative methods for addressing disorder and conflict;
- Participating in school safety committee meetings and other meetings scheduled to address security concerns with contract security, school staff, and when appropriate, parents and students;
- Conducting school security assessments focused on crime prevention;
- Maintaining contact with first responders assigned to the area for training and exchanging information related to school emergency planning;
- Assisting DCPS in the coordination of the Safe Passage Program to provide safe routes for youth to and from targeted middle and secondary schools;
- Identifying and providing support to at risk youth, by way of conducting home visits to chronically truant or suspended students;
- Serving as a point of contact on MPD related programs;
- Auditing SO contract security to maintain a high quality of work;
- Remaining at assigned school for entire tour of duty unless relieved by the School Resource Officer Coordinator;
- Serving as a role model for the students, staff, and parents by exemplifying the MPD Oath of Office and Code of Conduct and supporting the DCPS Student Code of Conduct and school values.

SRO's should also serve as a school's POC for any MPD detention of juveniles on the basis of truancy. MPD operates truancy enforcement throughout the entire school district and will begin to pick-up truant youth after 9:30am. The students will be returned to their schools once their enrollment has been verified.

## C. School Safety Committee

In a proactive effort to support school safety, all secondary clusters and other schools identified by either the Chief of the Office of Elementary Schools or the Chief of the Office of Secondary Schools will be required to hold monthly School Safety Committee (SSC) meetings. These meetings will provide a forum for all members of the school community to engage in meaningful ongoing dialogue and collaboration focused on ensuring safe learning environments are maintained. Additionally, stakeholders within the community at large will collaborate on shared concerns and identify additional resources to support our students and schools. The SSC will share in the responsibility of establishing and communicating safety procedures, plans, expectations and responsibilities to all necessary parties.

### Required Members

The School Safety Committee must include:

- A Building Administrator (i.e. the school's Principal or Designee);
- A WTU representative;
- A Local School Advisory Team (LSAT) representative;
- A representative from the parent/teacher association;
- A representative from contracted school security;
- A representative from student behavior;
- And the president of the student government association (if one exists).

It is also recommended that individuals of the following roles be included:

- SRO;
- DCPS SPO Representative;
- MPD Representative;
- Roving Leaders Representative;
- HAS Representative;
- Special Education Representative.

### Responsibilities

Each school is responsible for creating a School Safety Committee (SSC) to identify school-wide safety, health, and security risks and to compose a local School Safety Plan to address those risks.

The SSC plays an essential role in the establishment of safety procedures, the communication of expectations and responsibilities of students and staff, and the design of prevention and intervention strategies and programs specific to the needs of the school.

The SSC must hold monthly meetings to provide a forum for all members of the school community to engage in meaningful ongoing dialogue and collaboration focused on ensuring that a safe learning environment is maintained. This meeting must occur no later than the 15<sup>th</sup> day of each month.

The SSC is responsible for conducting ongoing communication regarding all aspects of safety within the school community. The SSC should bring together stakeholders from the community at large to collaborate on shared concerns and identify additional resources to support the school and students.

Topics which the School Safety Committees should address are:

- Security: Post orders and issues, physical security (camera, doors, alarms, window's, etc.), communication (phones, radios, etc.);
- Department of General Services Issues: Outstanding work orders, facility issues;
- Emergency planning and Guidance: Safety drills evacuation routes;
- School based issues: Arrival and dismissal, supervision for transitions and lunch, special events, policy and procedures;
- Reviewing Student Behavior tracker (SBT) Data;
- Identifying Community Supports and Building Relationships;
- Any Other Key Concerns Specific to the School Community.

Schools must submit required documentation of meeting agendas, minutes, and sign in sheets to Central Office no later than 24 hours after the meeting is held.

### **School Safety Plan**

The School Safety Committee designs a local discipline plan for the school consistent with Chapter 25. This plan should be submitted to a joint DCPS/WTU Committee within the first thirty days of every school year. The School Safety plan is a series of written guidelines tailored to the needs to the individual school, implemented and administered by the school principal. This comprehensive document must define the roles of staff and guide the actions of the school community both in responding to crisis situations and in day-to-day activities to prevent crises from arising. A sample template for the School Safety Plan can be found in Appendix D.

## III. School Safety Procedures

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### A. Safety Preparedness

#### Identifying Threats and Vulnerabilities

DCPS is committed to the prevention of negative or harmful incidents happening on its premises. Part of this work happens in the fostering of a positive school climate where children can feel that there are ample outlets for solving their conflicts in a peaceful and respectful manner. However, the offices responsible for security at DCPS also perform valuable work in the identification of potential threats and vulnerabilities and in planning for negative incidents before they do occur. To this end, DCPS, through its partnership with MPD, provides hundreds of security officers to perform patrols, respond to incidents, protect students, and serve as a resource for students and school based staff on security issues. Security officers are present at every single school and are available outside of school hours for events. MPD officers patrol routes to and from school to ensure that students can reach school safely. In addition to this, DCPS School Security Team operates the Central Command Center, from which DCPS centrally monitors alarms and security camera in partnership with MPD.

#### Contract Officer Roving Procedures

Contract security officers at DCPS facilities perform roving patrols of DCPS campuses and external building perimeters, including the main school building, administrative and maintenance facilities, delivery areas, parking lots, playgrounds, sidewalks and walking paths, etc. SOs will have primary responsibility for conducting routine patrols, on a regularly scheduled basis. This includes patrolling campus grounds at least once before school opens, before classes are dismissed for the day, as students are being dismissed, and a final patrol to ensure that all entrances to the building are secure before closing the security station for the day. SOs will report to MPD SROs any suspected criminal activity.

SOs on patrol ensure that all vehicles parked in lot are authorized and will notify SROs of any unauthorized vehicles on the premises. DCPS SPOs or SROs will investigate suspicious vehicles in accordance with established the search procedures.

### B. Emergency Response Protocols

#### Alert Status Procedures

Alert status is a protocol used in emergency conditions which require immediate secured access to the building(s). Alert status is declared when an incident dictates a heightened state of alert to visitors, deliveries, and others who desire access to the facility. Alert status restricts access by students and personnel to outside areas such as sport fields, playgrounds, and courtyards during the school day. During alert status, classes and school activities continue as normal while school security is on heightened alert. The procedures for initiating alert status are as follows:

1. The principal or the principal's designee declares *Alert Status* by acting as IC. In most cases, this will result from information received from the Executive Support Team (EST) as a result of a community emergency. However, this can also be ordered by the IC during a Level I emergency;
2. Activate the SERT for possible deployment;
3. Secure the facility by locking all doors from the inside (Do not chain any doors);

4. Inform staff of the Alert Status. Inform students, in an age-appropriate manner, of the heightened Alert Status. Secondary students may be informed by use of the intercom. Elementary students may need to have teachers explain the situation to each class;
5. Post security officers and MPD school resource officers near the front entrance of the building to permit people with proper identification to enter the building to conduct their business and to secure the entrance when people exit;
6. Conduct classes and activities within the building in a normal manner;
7. Check e-mail continually (at least once each half-hour) during Alert Status for new bulletins from the Office of the Chancellor;
8. Bulletins will address areas such as athletic events or practices, field trips, band activities, and evening activities. Follow all directions communicated through the bulletins.

The principal or the principal's designee will complete the After Action Report on the web-based application DC Emergency and Safety Alliance Website at <https://esa.dc.gov/service/esa-reporting-forms>.

### Lockdown Procedures

Lockdown is a protocol used in response to emergency conditions which dictate securing the building to protect occupants from potential dangers within or outside the building, generally threats to physical safety. The principal or the principal's designee, acting as the IC, is the only person authorized to order a lockdown. The procedures for initiating lockdown are as follows:

*Note: School Emergency Response Plans are implemented by school principals once an emergency incident arises or as directed by the EST Leader. MPD and/or FEMS emergency procedures will supersede any site-based plan.*

### Initiating Lockdown

1. If an emergency requires immediate action to protect the safety of students and staff, activate a Universal Emergency Response using the Public Address (PA) system, or word of mouth by the Communication Coordinator or other School Emergency Response Team members;
2. Using the intercom, make a general announcement informing all students and staff members that the building will be under Lockdown Status until further notice;
3. Activate the SERT;
4. Security Officers, MPD, SROs, and administrators should check hallways, restrooms, locker rooms, storage areas, and other areas that may be occupied to ensure that everyone is evacuating to the closest classroom where a teacher is present;
5. Students in the main office, guidance office, health suite, cafeteria, and/or multipurpose rooms for lunch, assemblies, or large group activities will remain at these locations under the direction of the staff present at the time;
6. Provide assistance to individuals needing special assistance;
7. Security will be responsible for locking front lobby doors and office doors. Building services workers will check and verify that all exterior doors are securely closed and locked;
8. Close and secure (lock if possible) windows and doors of classroom, pull down blinds, and turn off the lights and do not leave the room while lockdown is in effect. Students are to sit on the

floor away from any windows and doors. Barricade the door if it can be done quickly as a secondary response. Stay quiet and await further instructions;

9. Display the School Emergency Procedures Guide cover in a door window (or under the door) to indicate the following:
  - **Red Side Out**—Need Assistance/Help.
  - **Green Side Out**—No Assistance Needed/All Clear.
10. An administrative staff member will contact 911 to alert emergency responders that the building is under Lockdown and provide as much information as possible concerning the nature of the emergency.

### *Ending Lockdown*

1. On conclusion of the emergency and confirmation that the safety of students and staff are no longer threatened, the principal may declare that the Lockdown is ended:
2. Administer first aid as necessary;
3. Students should report to their home rooms, and teachers must take roll and report to the designated Attendance Counselor the names of any missing persons;
4. Designated administrative staff members will determine that all staff members and visitors are accounted for and report findings to the Student Accounting Coordinator;
5. Follow up notifications should be made using the specific Emergency Incident Protocols based on the nature of the emergency.

The principal or the principal's designee will complete the After Action Report on the web-based application DC Emergency and Safety Alliance Website at <https://esa.dc.gov/service/esa-reporting-forms>

### **Active Shooter / Armed Subject Procedures**

All school and office personnel must be prepared to carry out plans in the event of gunfire or what is called an active shooter in the school or on school grounds.

In the unfortunate event that gunfire erupts within a school or on school property, the term *Active Shooter* should be used when notifying the Metropolitan Police Department (911). This allows for appropriate allocation of police resources. The procedures for responding to an active shooter/armed subject are as follows:

1. Take immediate action to protect students and staff by announcing "Lockdown" and following Lockdown procedures over the school's PA system. If there is no PA system, procedures must be in place that immediately alert the school population to the danger (alternative communication methods identified in your school plan);
2. Notify the MPD (911). Indicate clearly to the police dispatcher that there is an "Active Shooter." Give the name, location, and telephone number of the school. If the principal has a cell phone, provide the number to the police. The principal must keep the cell phone on and in his/her possession;
3. Activate the plan for a Hostage Situation that instructs students and staff (if feasible) to Lockdown and Drop and Cover. When classrooms or offices are used to lockdown, all persons must stay away from windows and doors and remain as quiet as possible. All classroom and office doors should be locked from the inside, if possible, with the appropriate color displayed in

the door window or under the door using the School Emergency Procedures Guide (flipchart).  
Barricade the door if it can be done quickly as a secondary response;

4. All persons are to remain in place until they receive instructions from the police;
5. Notify security;
6. Notify EST Manager;
7. When police arrive, they will assume jurisdiction over the event. Follow Metropolitan Police instructions. Be prepared to report as much specific information regarding the event (i.e., number of gunmen, location, number of injured persons, etc).

The principal or their designee will complete the After Action Report on the web-based application DC Emergency and Safety Alliance Website at <https://esa.dc.gov/service/esa-reporting-forms>.

### **Shelter-in-Place/Hazardous Materials Incident Occurring Outside the School Building**

Fire and/or police department officials will contact a school when an incident involving hazardous materials may affect the health and safety of a school population. There are two basic responses to addressing this type of emergency: sheltering students and staff inside following the Shelter-in-Place Procedure and evacuating the school to a safer location following the Evacuation and Relocation procedures. Emergency personnel will determine if students and staff need to evacuate the school or if sheltering them in place is the appropriate response.

Students and staff shelter in place when there is hazardous weather or air conditions outside of the school building. Shelter-in-place procedures are as follows:

1. The principal or principal's designee makes a general announcement informing all students and staff that the building will be under Lockdown until further notice, usually using the intercom;
2. Activate School Emergency Response Team as needed;
3. Students and staff take shelter in a readily accessible location that puts as much indoor air and mass between the individual and the outside hazard;
4. Close all doors, windows, and vents, shut off all ventilation and HVAC systems and seal doors and windows from outside contaminants with damp towels or, if available, plastic sheeting and adhesive tapes;
5. Isolate the immediate area of the spill or release. Do not attempt to clean up a spill unless you have been properly trained to do so. Seek information from product label and/or material safety data sheets (MSDS) on recommended cleanup procedures;
6. In the absence of information concerning the nature of the hazards associated with the spilled or released material, or proper cleanup procedures, always contact 911 for assistance from trained Hazardous Material Responders. Even with information on the hazard's nature, 911 should be notified;
7. Based on the nature of the spill or release incident (the hazard posed by the material or lack of information concerning the hazardous material), it may be necessary to *Evacuate* the building to protect safety and health of students and staff.

The principal or their designee will decide when to call an end to the shelter-in-place. They will then complete an After Action Report and submit it to the DC Emergency and Safety Alliance, via their website at <https://esa.dc.gov/service/esa-reporting-forms>.

## C. Requests for Contract Security Officers

### DCPS Schools and Programs

Schools are responsible for ensuring that security services are present every time students or staff are present at school-sponsored event on school grounds, including outside of regular school hours. If a DCPS program or school needs to request security for an event, they should contact the School Security Team at least **10 days prior to the event date**. DCPS programs and schools are not responsible for the cost associated with security when using DCPS space for school-sponsored events, these costs will be handled by the School Security. A school-sponsored event is one that is initiated and facilitated by school or DCPS staff as part of an official school program, it is *not* an event that is run by a non-DCPS community member, including alumni and family members.

### Community Members and Organizations

Community members and outside organizations are responsible for providing security for DCPS buildings and grounds outside of the regular school day. These organizations must send an application to school security with an estimate of the cost for providing this security. These applications must be submitted at least five (5) business days prior to the proposed event; applications received late will not be processed. Non-DCPS entities are responsible for the cost of security when they are using a DCPS school to host a program or event. This includes alumni, neighbors, family members, and other community members who might be associated with the school.

## D. Searches

### Student Searches

School administrators may conduct searches of students that are reasonable to maintain the security, discipline, and educational atmosphere of the environment. An example of this is weapons abatement screenings carried out by SROs as students enter the school. A search should not be undertaken unless there is a reasonable suspicion that a violation of either the student discipline rules exists or immediate security and safety of students is in jeopardy in accordance with the DCMR.

Reasonable suspicion presumes any one or more of the following circumstances exist:

- School officials observe contraband or other prohibited property, or conduct suggests the presence of contraband or other prohibited property;
- General, suspicious conduct, such as a student being in a restricted area without approval;
- A tip from an informant, either known to the school official to be reliable or, if anonymous, possessing some attribute, knowledge, or relationship to the school, student, or community that gives credence to the information;
- Observation of furtive or evasive behavior to suggest concealment of a weapon, contraband, or stolen property or perpetration of an offense in violation of school regulations or laws.

In deciding whether to undertake a search, the student's age, history, and school record must be considered in the context of the nature of the infraction.

### Searching Desks and Lockers

Random searches of lockers, desks, and other property provided by DCPS will be undertaken in a manner consistent with overall need to maintain safety and security of DC schools. Searches must occur under the auspices of the DCPS School Security and, where appropriate, the MPD and the DCPS Office of

the General Counsel unless circumstances compel immediate action to avoid imminent danger to self or others.

**Metal Detectors**

Magnetometers and other metal-detecting devices may be utilized by school officials at the entrances to schools to deter weapons being brought on to school grounds as determined by DCPS School Security and MPD.

**Cellphones and Other Technological Devices**

School administrators, or other school staff specifically designated by administrators, may search a student’s personal technological device under certain limited circumstances. The official must have a reasonable suspicion that the student used or is using the device to endanger the school, other students, or staff, and that the device contains evidence of the suspected violation. MPD SRO’s and contract officers, School Security should be contacted in each instance and a school incident report should be prepared and submitted to School Security. Contract officers should not be utilized in schools to collect and return phones to students as this is not a security related function.

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## IV. Incidents

### A. Reporting of Security Incidents

#### Responsibility for Security Incident Reporting

To create an environment in which all DCPS students and staff feel safe and able to express their concerns about the school environment, all schools must establish procedures which afford students and staff a mechanism to comfortably and confidentially report incidents which affect them.

All school leaders and school based staff are responsible for the reporting all security incidents that occur in or within close proximity of their schools during business hours, as soon as possible. The incident must be reported to the Office of School Security and the Instructional Superintendent. The Principal in charge of the site will ensure that the contract Security Officer prepares the Security Incident Report, with assistance from school staff and leadership, and submits it to the School Security team.

#### Categories of Incident Reports

The following is a list of categories for which formal incident reports must be completed. The reporter must indicate whether the incident was violent or merely disruptive.

- Accident with Injuries
- Assault – Aggravated
- Assault – Sexual
- Assault – Simple
- Bomb Threat – Evacuations
- Bomb Threat – Non-Evacuation
- Bullying
- Burglary
- Car Accident
- Child Abuse/Neglect
- Contraband – Alcohol
- Contraband – Allergy Pills
- Contraband- Ammunition
- Contraband – Chain
- Contraband – Corkscrew
- Contraband – Drugs/Drug Paraphernalia
- Contraband – Explosive Device
- Contraband – Hammer
- Contraband – Handcuffs
- Contraband – Lighter/Matches
- Contraband - Mace/Pepper Spray
- Contraband – Needle
- Contraband – Other
- Contraband – Screwdriver
- Contraband – Tobacco
- Contraband – Toy Bullets
- Contraband – Toy Weapons/BB Gun
- Corporal Punishment
- Damage/Destruction/Vandalism
- Fight
- Fire- Arson
- Fire – Non-Arson – Evacuation
- Fire – Non-Arson
- Fire Alarm Activation
- Gambling
- Gang Activity
- Graffiti
- Improper Conduct – Disorderly
- Improper Conduct – Disrespectful Party
- Improper Conduct – Horseplay
- Improper Conduct – Aggressive Party
- Kidnapping
- Lost Property
- Medical Emergency
- Missing Person
- Other
- Robbery
- Sexual Misconduct
- Shots Fired
- Suicidal Tendencies – Note Written
- Suicidal Tendencies – Observation by Another
- Suicidal Tendencies – Verbal Statement
- Suicide – Attempted
- Suspected Drug Use or Intoxication
- Theft (Recovery)
- Threat
- Unlawful Entry
- Weapon – CDW
- Weapon – Not CDW
- Weapon Found



### **Security Incident Report Requirements**

The following information must be included on the Security Incident Report form. Be sure to gather this information prior to completing the report.

- Incident Category
- Incident Location
- Address of School
- Incident Dates
- Date of the Report
- Name of Reporting Officer
- Contact Phone Number
- Name of Supervisor Notified of Incident
- School Cluster and Ward
- If Reported to MPD:
  - Date Reported to MPD
  - Complete Name/Badge Number of MPD Officer Reported to
- Types and descriptions of every weapon or illegal substance involved in the incident
- List of injuries and descriptions of injuries sustained during the incident
- Detailed description of the events of the incident
- List of all individuals involved

#### *Transmission of Incident Reports*

Incident reports are transmitted from the schools to the School Security Team via fax at 202-576-6593. Once the incident reports are received by School Security Team, the incident report is immediately logged into their system and a tracking number is assigned. When incidents involve allegations of corporal punishment, discourteous treatment, or other serious employee misconduct, the reports will be referred to the Compliance Investigations team for intake and potential investigation.

#### *Notice to Parents*

Parents will be notified on the phone or in writing whenever their child is involved in an incident. School staff will ensure that this notice is in a form accessible to the parent and information about a student being involved in an incident is not unnecessarily transmitted to parties other than the parent, law enforcement, or medical professionals.

## **B. Child Abuse and Neglect**

Mandated reporters are professionals obligated by law to report known or suspected incidents of child abuse and neglect. Mandated reporters are part of a citywide safety net that provides life-saving interventions for vulnerable children and youth in the District of Columbia.

All DCPS employees and contractors, including school officials, teachers, coaches, nurses, and mental health professionals must report suspected child abuse and neglect, as mandated reporters. Any employee who suspects that a student attending a DCPS school or program is a victim of child abuse or neglect (or is in danger of being subjected to abuse or neglect) should immediately make an oral report

of the suspected abuse to the Child and Family Services Agency (CFSA), MPD, and your school principal.<sup>4</sup> You *must* make this report immediately, even if you believe that someone else has already made a report on the same issue.

Employees have a legal obligation to report such knowledge or suspicion to:

- The Child and Family Services Agency (CFSA) by calling 202-671-SAFE (7233); **AND**
- The D.C. Metropolitan Police Department by notifying the school's SRO, or by calling 911. If you must dial 911, please clarify whether you have any immediate safety concerns.

After making a report to CFSA and MPD, notify the school principal and your school security officer about your concerns, so an incident report can be filed with DCPS' Office of School Security (OSS) and the principal can fulfill his or her independent obligation to make a report to MPD and CFSA.

The employee is then required to create a written report of the case if requested by CFSA or MPD, or in all cases where the suspected abuse involves drug-related activity. The report must include the following information, if known by the person making the report:

- The name, age, gender, and address of:
  - The child who is the subject of the report;
  - Each of the child's siblings and other children in the household; and
  - Each of the child's parents or other persons responsible for the child's care;
- The nature and extent of the abuse or neglect of the child and any previous abuse or neglect, if known;
- All other information which the person making the report believes may be helpful in establishing the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and
- The identity and occupation of the reporter, how to contact the reporter, and a statement of the actions taken by the reporter concerning the child.

Employees should make their report immediately upon learning about the suspected abuse or neglect. The knowledge of suspected abuse or neglect should be treated as an emergency and as if there is an active threat to the child's safety. Reporters should not wait until they have proof of the abuse or neglect before reporting; waiting for proof may involve grave risk for the child. In fact, employees should not try to attempt any investigation or questioning. These steps should be left to qualified reporters. As a mandated reporter, you will not experience retribution for filing a report in good faith, you will not be disciplined, and your identity will remain confidential unless a case goes to trial.

#### *Definitions of Child Abuse and Neglect*

- **Mental injury:** Harm to a child's psychological or intellectual functioning due to another individual's acts or omissions.
- **Physical abuse:** Physical harm or threatened harm to a child, other than by accident, perpetrated by another individual.

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<sup>4</sup> D.C. CODE § 4-1321.02 (2010).

- **Physical assault:** Any physical contact with another person without their consent.
- **Neglect:** Harm or threatened harm to a child's health or welfare due to a parent or caregiver's failure to provide adequate food, shelter, clothing, medical care, or access to education.
- **Sexual abuse:** Sexual contact or sexual penetration with a child.
- **Sexual exploitation:** Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.
- **Sexual assault:** Illegal sexual contact that usually involves force or that is inflicted upon a person who is incapable of giving consent (because of age or physical or mental incapacity).
- **Exposure to illegal drug-related activity:** Ingestion of illegal drugs due to guardian's negligence or regular exposure to illegal drug-related activity in the home.
- **Exposure to domestic violence:** Witnessing physical, sexual, and/or psychological abuse to an individual perpetrated by that individual's current or former intimate partner.
- **Corporal Punishment:** The use or attempted use of physical force against a student as a punishment, whether intentional or from reckless disregard for a student's safety
- **Injury by a bullet, knife, or sharp object**

### ***Penalties for Failing to Report***

Failure to abide by your affirmative duty to report an incident of suspected or substantiated abuse/assault/exploitation/exposure may result in disciplinary action for willful nonperformance or inexcusable neglect of duty. In addition, in accordance with D.C. law, failure to make a report may result in legal action, including the assessment of a fine and prosecution.

### ***Annual Training Requirement***

All DCPS employees are required to become certified Mandated Reporters of Child Abuse and Neglect within 31 days of employment. Free training is available online at [dc.mandatedreporter.org](http://dc.mandatedreporter.org). This training provides useful information concerning the types and signs of child abuse and neglect and reporting obligations. The Mandated Reporter Training must be re-taken each year. Additional information regarding employee's responsibilities as mandated reporters can be found at <https://dc.mandatedreporter.org/pages/Welcome.action>.

### ***Special Procedures for Truancy***

Employees who are concerned about having not seen a particular student in school and suspect truancy should report their concerns to the school's attendance counselor or designee. The attendance counselor or designee will make a referral to CFSA.

Employees should make this report no later than two (2) school days after students age five (5) to thirteen (13) accrue ten (10) unexcused absences within one (1) school year.

## **C. Reporting to Law Enforcement**

Routine disciplinary matters should always be handled as such, and referrals to law enforcement should only be made when necessary. Calls to 911 cannot be made simply to discipline a student or to regain control of a classroom. They should only be made when crimes are being committed and during actual during emergencies.

When students appear to be in crisis such as screaming, cursing, or kicking their limbs in the air and no one has been seriously injured or is in danger of serious injury, 911 should not be called. Immediately

contact the parent by phone and connect the parent to the student to try and calm the student. Ask any appropriate support teams for additional support, such as the school based mental health support team. If needed, those staff members can initiate contact with CHAMPS. The principal, parents, and key building personnel should be made aware if MPD or CHAMPS is contacted.

There are emergency situations where school staff may not feel equipped to address severe behaviors and/or safety threats. In those situations, it may be appropriate to call 911. The following scenarios are appropriate for calling 911:

1. Serious injury or threats of serious injury or violence;
2. Weapons offenses including guns and/or potential bomb related materials;
3. Threats of violence against the school including bomb threats and/or active shooter concerns;
4. Large groups of students and/or individuals who appear overtly aggressive and threatening;
5. Irate and uncontrollable community members, parents, etc;
6. When a child under the age of 18 leaves the building and school staff cannot persuade the student to return to school;
7. A child has signs of physical/sexual abuse (also contact CFSA).

Calling 911 should be reserved for true emergency situations. Try to resolve nonemergency situations by contacting your school's SRO.

## E. Specific Incident Responses

### **Drugs, Alcohol, and Other Illegal Substances**

DCPS employees should confiscate any illegal substance found on school grounds and should ensure that it is properly delivered to an administrator for storage. Each administrator (the Principal or their designee) should immediately secure the substance by:

1. Carefully placing the substance in a plastic bag and stapling the bag closed;
2. Affixing masking or adhesive tape along of the four sides of the bag;
3. Affixing a white label in the upper right corner of the package detailing the location where the substance was received and logged, the date it was acquired, the person or place from where the substance was acquired, the date and time that school security was notified of the substance, and the name of the person who located and received the substance;
4. The administrator should immediately contact available security personnel to take possession of the substance. While this is taking place, the substance should not be left unattended or placed in a drawer or filing cabinet—it should be monitored by a member of staff until it is relinquished to law enforcement;
5. When security personnel take possession of the substance, an incident report should be prepared which contains the name of the school official transferring the substance, the name of the security personnel receiving the substance, and the date and time of the transfer, along with all other required information for an incident report.

### **Weapons Abatement**

#### *Firearms on School Property*

In the event firearms (gun, rifle, shotgun) or what is believed to be a firearm (including replicas such as BB guns) is found on school property, security personnel are directed to immediately report this to the

principal/administrator, who should immediately call the MPD at 911, the principal, and School Security at 202-576-6950/53.

The area surrounding the firearm must be secured and cordoned off to the best extent possible. School personnel should not attempt to handle, move, or tamper with the firearm themselves unless emergency circumstances warrant immediate action.

If personnel are required to handle the firearm, it should be done with extreme caution. If you believe that you must handle the weapon, the following is recommended:

- Always assume that the firearm is loaded;
- Pick up the weapon by its handle or stock;
- Under no circumstances place your finger or thumb on the trigger of the firearm;
- Point the firearm toward the ground;
- Never point the firearm at yourself or others;
- Secure the firearms immediately (i.e., obtain a trash can or cover and place it over the firearm);
- Await the arrival of the police.

### **Security at Athletic Events**

Athletic events are an opportunity for DCPS students to represent their schools with pride. They are also often highly emotional events, and the student, staff, and parental investment in athletic success can lead to many incidents and security concerns. Contract security must be scheduled 10 days prior to the game or event through School Security. The Office of Athletics works in tandem with the SST to ensure that schedules for all games are communicated to all necessary parties and that school leadership and the SST are fully informed of any last-minute changes to the scheduling of athletic events. The following are mandatory steps to ensure safety at athletic competitions:

- Have a visible contact and DCPS Security presence at all games;
- Have clear written and posted guidelines and expectations for every athletic event;
- Have clear written and distributed Codes of Conduct for student athletes and coaches;
- Have a clear written and distributed spectator policy;
- Have a specific safety plan written pertaining to athletic events;
- Conduct a review of resources prior to each home game (game environment, support staff, school staff, school safety, MPD, etc.);
- Review game posts and responsibilities with all necessary parties;
- Conduct meetings with all coaches and teams prior to the first game of the season. Use this time to review expectations and cover possible scenarios that could lead to a crisis;
- Check in with coaches prior to all games.

Coaches are often in the best position to de-escalate incidents at athletic events. Ensure that all coaches receive de-escalation training and training on appropriate ways to identify warning signs of potential negative behavior. Regular meetings led by the School Safety Committee with all relevant stakeholders to review and monitor the success of game-day procedures and to analyze the response to specific incidents will help to ensure that school personnel are fully prepared for incidents at athletic events. Finally, a proactive approach to fostering a positive school climate in the realm of athletics will decrease the percentage of negative incidents. Bullying, harassment, and/or “hazing” among sports team should never be permitted or excused as a way to “toughen up” participants. This kind of locker room behavior is often indicative of a toxic culture that can directly lead to negative behaviors on the field. Promoting

team values such as sportsmanship, integrity, and humility as well as competitiveness will create a climate in which teams can represent DCPS at their very best.

### **Emergencies**

DCPS adheres to the Incident Command System (ICS) which is an emergency response system based on the School Emergency Response Plan and Management Guide. ICS is a framework for structuring the roles and responsibilities of staff and agency members during an incident or an emergency. Response to school emergencies are generally overseen by the Incident Commander (IC), usually the school's principal or designee, with the help of the School Emergency Response Team (SERT), a collection of school based staff prepared for emergency response. The following is a few basic procedures for recurring emergencies related to school security. More detailed information on the implementation of ICS and school emergency response can be found in the DCPS *School Emergency Response Policy*.

#### *Fires*

- a) The fire alarm must immediately be activated and the building evacuated without delay.
- b) DC FEMS must be called regardless of the size or severity of the fire.
- c) After evacuation, SERT team members assigned to, and trained in, fire suppression may attempt to extinguish the fire if it is safe to do so.
- d) No students or staff are permitted to re-enter the affected school until DC FEMS has searched the building and declared the building safe to enter.

#### *Violence, Riots, Sit-Ins, and Large-Scale Fights*

- a) The IC will activate their SERT and contact law enforcement and school security for assistance;
- b) SO's will chronologically document the full events of the incident;
- c) SO's, SPO's, SRO's, and SERT will be responsible for managing student safety and deescalating current conflicts;
- d) SRO's and other MPD personnel will handle necessary detention and arrests;
- e) Parents will be notified if students have been removed or arrested.

#### *Armed Subject*

- a) In the event an active shooter is in the school building, the IC or designee will call law enforcement and School Security immediately and implement lockdown procedures;
- b) All students and staff will avoid windows and doors while remaining as quiet as possible. Doors shall be locked, if possible, from the inside and the appropriate color, as provided by the School Emergency Procedures Flipchart, will be displayed for first responders to view status of the room from windows, doors, or on the floor under the doorway. Barricade the door if it can be done quickly as a secondary response.
- c) Everyone shall remain in place until law enforcement provides further instructions. The IC or designee will notify security and the Executive Support Team (EST) Manager as soon as it is safe to do so.

#### *Bomb Threats*

- a) Upon receipt of a credible bomb threat, all individuals will evacuate the threatened building;
- b) The IC and the SERT will ensure that all evidence of the threat is preserved as much as possible;
- c) School, staff, and other individuals will refrain from using wireless communication devices during the duration of the threat.

*General Threat Management*

- a) Student Threat: IC or designee must contact security personnel and determine the level of threat. Depending on the threat level, the IC shall notify other designated emergency employees, including DCPS emergency personnel or MPD as necessary, that their services are needed as appropriate. Nurses will be contacted for medical threats. School counselors shall be contacted for other threats. MPD shall be notified in cases of danger.
- b) Employee/Visitor Threat: In the event that there is a threat of immediate physical harm, the IC shall contact law enforcement, security, and the EST Manager. If there is no immediate danger, the IC will inform appropriate school personnel to report threats or threatening behavior they may witness. The IC or designee will contact the EST Manager and security.

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## V. Building Security

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### A. Securing School Buildings

#### **Building Access**

##### ***Regular School Hours***

All schools should establish a system with requirements that everyone entering the school building must register and identify themselves. The main entrance to the school building should be used for all visitor entries and exits. The number of entrances and exits used in schools should be limited to the number needed to efficiently and safely conduct school business.

The following groups may also use school buildings and grounds during normal school hours, as long as their use does not conflict with schools' operations and does not generate additional costs for DCPS:

- PTA's and HAS's (also allowed four free meetings per year outside of normal operating hours of their schools);
- Local School Community Boards;
- Parental and School Advisory Committees established pursuant to federal or local laws;
- City-wide education organizations or affiliates of national organizations;
- Organizations providing volunteer support for the school.

##### ***After School Hours***

DCPS buildings and facilities ultimately fall under the purview of the DC Department of General Services (DGS). The usage of DCPS facilities after regular school hours must be approved by a building use agreement (BUA) or lease. This agreement must be approved by the respective school principal and issued by DGS. Furthermore, organizations with valid building use agreements will be expected to have DCPS school security at their events. Requests for this security must be placed to the School Security Team no later than ten (10) business days before the event in question. Furthermore, non-DCPS organizations will be expected to cover all costs of additional security.

#### **Trespassers/Unauthorized Entry**

If school staff spot an unknown individual on school grounds who is not wearing a visitor badge, did not enter school grounds through the main entrance, or is in an area restricted for staff and students only, that individual is considered a trespasser on school grounds. Staff should attempt to identify the subject and to ensure that the trespasser is advised that they are trespassing and must leave the premises. The principal should be notified right away with a description of the trespasser and their location. Law enforcement should be contacted if necessary and take measures to ensure that students are kept safely away from the trespassing individual. The principal or a designee should determine whether it is necessary to implement lockdown procedures.

#### **Prohibited Use of School Grounds**

The following will not be permitted on a school facility at any time. Engaging in these actions can terminate an individual's or organization's otherwise legitimate permission to use the school facility:

- Unlawful discrimination against any individual;<sup>5</sup>
- Any activity of service which violates any federal or state Constitutional, statutory, or regulatory provisions including violation of the Establishment Clause of the First Amendment to the United States Constitution;<sup>6</sup>
- Operation by private or parochial schools of elementary or secondary programs where that operation would not comport with, or would adversely affect, the local public school;<sup>7</sup>
- Sale or consumption of alcoholic beverages<sup>8</sup> with the exception of leased facilities which have obtained the appropriate license from the Alcoholic Beverage Control Board;<sup>9</sup>
- Sale or use of tobacco and tobacco products with the exception of use of such products in designated smoking areas;<sup>10</sup>
- Gambling with the exception of bingo games or raffles relayed by the District of Columbia Lottery and Charitable Games Control Board;<sup>11</sup>
- Traveling shows such as circuses and animal shows;<sup>12</sup>
- Erecting any unapproved or unauthorized signs or permanent installations;<sup>13</sup>
- Unapproved fundraising activities<sup>14</sup> or private commercial purposes.

### Key Control for School Buildings

A limited number of people should be in control of keys which allow full access to the school building. Persons authorized to have access to the entire school building are the principal, the principal's building and facilities designee, the head custodian, and any assistant principals. If it becomes necessary to loan these keys on a temporary basis, it is incumbent upon the individual loaning the key to immediately retrieve it after its specifically designated use. At no time should the keys be in possession of students.

When a key-holding employee is transferred or separated from a building, it is the principal's responsibility to collect all keys and have locks changed or rekeyed immediately. Principals have the authority to designate a central location for keys that are frequently used. A sign in and out procedure should be established whereby a key-holding employee can monitor who has access to the key at all times and will take responsibility for retrieving the key at the end of its prescribed use.

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<sup>5</sup> 3502.1

<sup>6</sup> 3502.2

<sup>7</sup> 3500.9

<sup>8</sup> 3502.4

<sup>9</sup> 3502.4

<sup>10</sup> 3502.5

<sup>11</sup> 3502.7

<sup>12</sup> 3502.8

<sup>13</sup> 3502.9 ; 3502.10

<sup>14</sup> 3504.8

## VI. Barring Notice Policy and Procedures

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A person's privilege to enter the school building or premises may be revoked by the issuance of a Barring Notice. Principals may request permission to deny a person's request to enter a school building or to be present on school premises in certain instances and after following the barring notice procedures set forth below. The ability to enter the school building or premises, or to remain on the school grounds, may be revoked for the following reasons:

1. A person has posed a disruption to school activities, school events, or classroom instruction.
2. A person has attempted to pose a disruption to school activities, school events, or classroom instruction.
3. A person poses, has posed, or attempted to pose a threat to any student or staff or otherwise compromise student or staff safety.
4. A person has endangered or intentionally caused destruction to school property.

A principal must be able to clearly articulate the facts that justify the need to issue the Barring Notice. Barring Notices are not to be used as punishment. Their purpose is to protect the educational environment from threat of disruption, threat to the safety of students or staff or threat of personal injury. The conduct of the individual being barred must be consistent with one of the four reasons stated above. Principals should exhaust all reasonable options to resolve concerns before requesting a Barring Notice.

Violation of the terms of a Barring Notice or a verbal order to leave the school grounds or premises may result in the individual being subject to arrest and prosecution.

### **Procedures for Issuing a Barring Notice**

To initiate issuance of a Barring Notice, the principal or designee must submit a written request to the school's Instructional Superintendent. The written request must specify the reasons for the Barring Notice and include any documentation that supports the proposed barring. Such documentation includes, but is not limited to, security incident reports, police reports, witness statements, and video footage. The principal only has authority to request a Barring Notice for the school for which they are responsible. For other DCPS facilities not presided over by a principal, the Chancellor, the Director of School Security, or their respective designees retains authority to issue a Barring Notice.

Requests for Barring Notice must be approved by the Instructional Superintendent before being submitted to the Chief of Schools for approval. Once the Chief of Schools approves the Request for Barring Notice, it is then sent to DCPS Office of General Counsel (OGC) for review and approval. After OGC approves the Request for Barring Notice, it is sent to the Chancellor for final review and approval. The finalized and approved Barring Notice may be provided to the barred individual in person or by mail, but it is *not* enforceable until then. The School Security Team or its designee shall be responsible for serving and enforcing the Barring Notice, in conjunction with MPD when deemed appropriate.

Instructions for how to seek review of the Barring Notice must be provided to the individual being barred at the time the Barring Notice is delivered, along with a copy of the *How To Seek Review of a DCPS Barring Notice* guide.

Until the Barring Notice is fully approved by all the above parties and served to the barred individual, the Barring Notice is *not* in effect.

A request for a Barring Notice should be approved by the Instructional Superintendent and submitted to the Chief of Schools for approval no later than 2 school days after the occurrence of the incident that the request is based on. If the request is based on a series of incidents, it should be approved by the Instructional Superintendent and submitted to the Chief of Schools for approval no later than 2 school days after the most recent incident.

### **Barring Notice Requirements**

The Barring Notice must include (1) the name of the school from which the individual has been barred and (2) a term or expiration date for the Barring Notice. This can be for however is long enough to settle the threat of disruption or threat to security, but cannot include a term that extends beyond the current school year.

The duration of a Barring Notice may be increased or decreased depending on changes in the circumstances of the threat to disruption or threat to security caused by the barred individual. If a Barring Notice is set to expire and the barred individual's behavior still necessitates that they be barred from the school, the duration of the Barring Notice may be extended subject to the same approval process as an initial Barring Notice.

All decisions to rescind, extend, or reduce a previously-issued Barring Notice must be reviewed and approved by the Chief of Schools and the Chancellor (or a designee) in consultation with OGC. If a principal believes that a Barring Notice should be given a shorter duration due to a change in circumstances, the principal may request that the duration of the Barring Notice be decreased or that the Barring Notice be rescinded.

The school principal may temporarily suspend the Barring Notice for a specific event (e.g. parent teacher conference, school graduation, school program) provided the barred individual does not pose a specific threat during that event. The principal must inform the Chancellor's Office and OGC of the temporary Barring Notice suspension by e-mail ([dcps.barringnotices@dc.gov](mailto:dcps.barringnotices@dc.gov)). The principal must also notify the Instructional Superintendent of the temporary suspension.

### **Barring of Parents**

When determining whether an individual should be barred from a school, a principal should give greater consideration to whether the individual to be barred is a parent/guardian with a child enrolled in the school. If a parent/guardian is barred, school staff must still ensure that the parent/guardian has access to their child's education records and data. Parent-teacher conferences may be held by conference call and communication may also occur through email. If the parent/guardian can only receive education records or information in person by visiting the school (e.g. the individual does not have access to email), the school must make reasonable efforts to accommodate a visit to the school of limited duration by the barred individual for the limited purpose of picking up the records. The visit must be coordinated with school officials and school security and be scheduled on a specific date and time.

# Appendices

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## Appendix A: Glossary

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**Alcoholic beverages:** Use or possession of alcoholic beverages in any form on school property, including DCPS-owned vehicles, or while in attendance at any DCPS-sponsored and supervised activity is prohibited.

**Arson:** The willful and malicious burning of or attempt to burn any building or property of the District of Columbia Public Schools.

**Assault:** An assault with actual contact, the unlawful beating or any physical force or violence unlawfully applied to the person of another (e.g., jostling, throwing water or dirt at another, tearing clothes, seizing or striking another, and verbal threat to do bodily harm).

**Barring Notice:** Specific written instructions presented or served to an individual by the principal, or administrator in charge, denying the individual access to the building or DCPS property while school is in session, or in cases of administrative office, during the official work day.

**Bomb threat:** A telephone call or other means of communication posing the possibility of danger to the employees, students, and visitors or damage to DC Public School facilities.

**Burglary:** Forcibly entering a building in the day or night with the intent to commit a criminal offense such as theft or vandalism. This does not include entering with the intent to commit a crime against a person (e.g., assault, homicide, etc.).

**Child Abuse:** Mistreatment of a child by a parent or guardian, including neglect or beating.

**Contract Security Officer (SO):** Security officers deployed in DCPS buildings who are hired through a contract with MPD. They serve in most administrative and routine security roles within each school and handle day-to-day security procedures and patrols.

**Incident Commander (IC):** The IC, usually the Principal or designee, is responsible for the overall management of an emergency or incident. Depending on the circumstances of an incident or emergency, the individual possessing the "IC" title may change as needed. For example, in the initial stages of a fire emergency, the Principal assumes the role of IC. However, upon the arrival of the Fire Department, IC authority transfers to the highest ranking fire official.

**Incident Report:** A report filed by a contract security officer with the assistance of school administrators whenever an incident occurs on school grounds. The report includes detailed information about the event and is used as a basis for further investigation.

**Lockdown:** A procedure used when there is a threat to students and staff on school grounds. Students and staff shelter in place in classrooms or other locked rooms while security officers patrol the campus to deal with the threat.

**Robbery:** The unlawful taking of another's property from his/her person or immediate

presence by the use of violence or intimidation.

**School Emergency Response Plan and Management Guide:** A guide which establishes the framework for creating, reviewing, or updating the emergency and crisis response plans for participating school buildings in the District of Columbia. This is available online and should be the primary handbook for development of local school emergency plans.

**School Emergency Response Team (SERT):** The SERT is a team of people responsible for developing and implementing the School Emergency Response Plan during an incident or emergency. It is comprised of school-based staff that have been trained on preparation, response, mitigation, and recovery from incidents.

**School Resource Officer:** A sworn MPD officer assigned to DCPS or public charter schools for the purpose of working in collaboration with DCPS, public charter schools, and community-based organizations to ensure that DCPS schools and grounds and public charter schools and their grounds are safe environments for students, teachers, and staff.

**School Safety Committee:** A committee formed by each school made up of key staff members, teachers, security officers, and sometimes students for the purpose of designing the school security plan and identifying opportunities to improve school security and climate.

**School Safety Plan:** A local school plan designed by the schools School Safety Committee which details specific procedures and goals for ensuring a safe school environment, and details key staff roles and responsibilities in case of school incidents and emergencies.

**Special Police Officer (SPO):** Police officers who work directly for DCPS. They have primary responsibility for District-owned vehicles and equipment and for monitoring DCPS alarm and camera systems.

**Suspension:** The denial of the right of a student to attend any DCPS school or program, including all classes and school activities, except in an approved Alternative Educational Setting.

**Theft or larceny:** Refers to the unlawful taking and carrying away of property of another with the intent to deprive the lawful owners of its use.

**Trespass:** Intentional and unauthorized entrance onto school property.

**Weapon:** Includes, but not limited to: weapons enumerated in DC Official Code 22-4514 (2001), firearms, knives, martial arts devices, air gun, bb gun, paintball gun, mace, pepper spray, tear gas, explosives, slingshot, bullets, chemical weapon, razorblade, razor, other weapons or instruments designed to be or commonly used as weapons (chains, clubs, knuckles, night sticks, pipes, studded bracelets), and others as listed in Chapter 25 (found on DCPS website).

## Appendix B: Frequently Used Contact Information

<b>DCPS School Security Team</b>	<b>Phone:</b> 202.576.6962 <b>Email:</b> DCPS.Security@dc.gov
<b>DCPS Security Command Center (Requests for security for emergency and urgent issues, monitored 24/7)</b>	<b>Phone:</b> 202.576.6950/53
<b>Robert Thomas, Director, School Security Services</b>	<b>Phone:</b> 202.576.6562 <b>Email:</b> Robert.Thomas@dc.gov
<b>Chris Baggett, Captain, Patrol Division</b>	<b>Phone:</b> 202.321.3958 <b>Email:</b> Chris.Bagget@dc.gov
<b>Franklin Chrisman, Manager, Physical Security (Security repair or replacement)</b>	<b>Phone:</b> 202.373.4578 <b>Email:</b> Franklin.Chrisman@dc.gov
<b>Carlton Gerald (Emergency Planning and Guidance)</b>	<b>Phone:</b> 202.373.4612 <b>Email:</b> Carlton.Gerald@dc.gov
<b>Michele Salahuddin (Security Officer Deployments)</b>	<b>Phone:</b> 202.384.7868 <b>Email:</b> Michele.Salhuddin@dc.gov

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## Appendix C: Incident Report

As of 4/2/2013

### Incident Report Form

The Incident Report Form is used as mechanism to record all incidents that occur in and around schools to include, violent and non violent incidents. The form must be filed out by security officers and faxed to the Office of School Security, 202-576-6593 no later than close of business on the day of the incident or if the incident occurs after school hours the report is to be faxed by 9:00 AM on the next business day. It is very important that the form is filed out completely.

#### Instructions:

The following Information should be on the Form:

- Complete the Incident Report Form in its entirety
- Incident Type (i.e. Corporal Punishment, Sexual Assault (see attachment.)
- Category ( See Attached Incident Form)
- Location of Incident (hallway, cafeteria, classroom, etc.)
- Address of School
- Date Reported (Date that the incident was reported to Officer)
- Date of Incident (Date incident occurred)
- Reporting Officer (officer filling out the Incident Report Form with his/her complete name)
- Contact Phone Number
- Contract Security complete name of Supervisor notified
- School Cluster ( 1 thru 11)
- Ward ( 1 thru 8)
- Metropolitan Police Information (Date incident reported to MPD)
- MPD School Resource Officer's complete Name and Badge Number
- **Do Not Put Pending** where MPD Action or MPD Outcome is located, if it is a Corporal Punishment, put referred to **DCPS for investigation**

- If weapon involved list type and description
- Illegal Substances (list type)
- List injuries and description of injury
- Incident Description (describe in detail of what happen)
- List all individuals involved (i.e. Victim, Complainant, Witness and/or Suspect). Make sure that the students involved have all the information requested completed, if not it will be returned.
- Student ID Number

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# DIVISION OF SCHOOL SECURITY INCIDENT REPORT

SCHOOL: \_\_\_\_\_ Address \_\_\_\_\_

1. INCIDENT TYPE \_\_\_\_\_ (See page 4) LOCATION: \_\_\_\_\_

2. DATE OF INCIDENT: \_\_\_\_\_ TIME: \_\_\_\_\_ DATE INCIDENT REPORTED: \_\_\_\_\_ Time: \_\_\_\_\_

3. REPORTING OFFICER: \_\_\_\_\_ CONTACT NUMBER: \_\_\_\_\_

4. SUPERVISOR'S COMPLETE NAME: \_\_\_\_\_ CLUSTER \_\_\_\_\_ WARD \_\_\_\_\_

5. NAME AND TITLE OF SCHOOL OFFICIAL NOTIFIED: \_\_\_\_\_ DATE: \_\_\_\_\_

6. CATEGORY: \_\_\_\_\_ Disruptive \_\_\_\_\_ Violent \_\_\_\_\_ Non-Violent \_\_\_\_\_

7. Was property damaged or stolen? \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_ Estimate value \_\_\_\_\_

8. Property Type \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Serial # \_\_\_\_\_ (if more than one add an attachment)

9. Police Information: MPD Notified  Yes  No Date MPD Notified: \_\_\_\_\_

MPD SCHOOL RESOURCE OFFICER COMPLETE NAME	BADGE NUMBER	MPD CCN#
MPD Action	MPD Outcome	

10. Weapons and illegal substance Information; Were weapons or illegal substances involved? (If yes please specify and proceed to complete this section)  No  Yes Weapon(s) \_\_\_\_\_ How many \_\_\_\_\_

Description of Weapon(s) \_\_\_\_\_

Weapon Disposition; Were the weapons/drugs turned over to MPD?  Yes  No (Please explain) \_\_\_\_\_

Description of illegal substance \_\_\_\_\_

11. Injury sustained?  Yes  No

Cause of Injury:  Falling Object  Tripped  Fell  Inflicted  Other; \_\_\_\_\_

Description of Injury \_\_\_\_\_

Condition of Area:  Liquid Spill  Food Spill  Uneven Surface  Dark area  No Adverse Condition Other; \_\_\_\_\_

12. Medical Services contacted?  No  Yes (If yes, proceed to complete this section)

Responding Unit \_\_\_\_\_

Transported to \_\_\_\_\_

9. Police Information: MPD Notified  Yes  No Date MPD Notified: \_\_\_\_\_

MPD SCHOOL RESOURCE OFFICER COMPLETE NAME	BADGE NUMBER	MPD CCN#
MPD Action	MPD Outcome	

10. Weapons and illegal substance Information; Were weapons or illegal substances involved? (If yes please specify and proceed to complete this section)  No  Yes Weapon(s) \_\_\_\_\_ How many \_\_\_\_\_

Description of Weapon(s) \_\_\_\_\_

Weapon Disposition; Were the weapons/drugs turned over to MPD?  Yes  No (Please explain) \_\_\_\_\_

Description of illegal substance \_\_\_\_\_

11. Injury sustained?  Yes  No

Cause of injury:  Falling Object  Tripped  Fell  Inflicted  Other; \_\_\_\_\_

Description of injury \_\_\_\_\_

Condition of Area:  Liquid Spill  Food Spill  Uneven Surface  Dark area  No Adverse Condition Other; \_\_\_\_\_

12. Medical Services contacted?  No  Yes (If yes, proceed to complete this section)

Responding Unit \_\_\_\_\_

Transported to \_\_\_\_\_

## Appendix D: School Safety Meeting Agenda Template

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### School Safety Committee Meetings

#### OVERVIEW

In a proactive effort to support building safety, all schools in Clusters 6, 7, 8, 9 and X will be required to hold monthly School Safety Committee (SSC) meetings, beginning in April of 2017. These meetings will provide a forum for all members of the school community to engage in meaningful ongoing dialogue and collaboration focused on ensuring safe learning environments are maintained. They will also bring together multiple stakeholders within the community at large, to collaborate on shared concerns and identify additional resources to support our students and schools. The SSC will share in the responsibility of establishing and communicating safety procedures, plans, expectations and responsibilities to all necessary parties.

SSC meetings for the remainder of the 2016-2017 school year will address the following issues:

- I. Security
  - a. Post Orders and Issues
  - b. Physical Security (Cameras, Doors, Window's, etc.)
  - c. Communication (Phones, Radios, Etc.)
- II. DGS
  - a. Outstanding work Orders, Facility Issue's
- III. Emergency Planning & Guidance
  - a. Safety Drills
  - b. Monthly Training and Exercises
- IV. School based
  - a. Arrival and Dismissal
  - b. Supervision for Transitions and Lunch
  - c. Special Events
  - d. Policy/Procedures (Updates, changes, etc.)
- V. Reviewing Data
  - a. SBT Data
- VI. Identifying Community Supports a Building Relationships
- VII. Any other key concerns specific to the school/community

### KEY RESPONSIBILITIES

All schools within these clusters will be required to hold one meeting a month, which is to occur no later than the 15th day of each month. The committee is responsible for conducting ongoing communication regarding all aspects of safety within the school community. The committee is also tasked with addressing identified concerns and safety matters, and then proposing appropriate recommendations to the necessary parties.

It is the responsibility of the principal to ensure that these committees are established and monthly meetings are held.

The committee shall be comprised of, at a minimum, individuals of the following roles:

- Principal/Designee
- School Behavior POC
- School Security POC
- Dean(s)
- SO Representative

It is also recommended that individuals of the following roles be included:

- SRO
- SPO
- MPD Representative
- Roving Leaders Representative
- HSA Representative
- WTU Representative
- Special Education Repetitive

Schools will be required to provide documentation of meeting dates and attendees to a shared Google doc and meeting minutes to a share drive folder. Each school should also document this information in the ESA monthly training and orientation of their Emergency Response Plan.

For any questions or concerns please contact:

Adam Lustig – Specialist, Behavior & Student Supports – [adam.lustig@dc.gov](mailto:adam.lustig@dc.gov)

Ricky Brown – Division Specialist, Operations & School Programs – [ricky.brown@dc.gov](mailto:ricky.brown@dc.gov)

## Appendix E: FAQ on Abuse and Neglect

### At DCPS, who must report allegations of child abuse and neglect?

All DCPS employees and contractors, including school officials, teachers, coaches, nurses, and mental health professionals must report suspected child abuse and neglect, as mandated reporters.

### When am I obligated to make a report of abuse or neglect?

You must make a report of abuse or neglect whenever you suspect or know that a student has been or is in danger of being subjected to any of the following (please see appendix for expanded definitions):<sup>15</sup>

- **Mental injury:** Harm to a child's psychological or intellectual functioning due to another individual's acts or omissions.
- **Physical abuse:** Physical harm or threatened harm to a child, other than by accident, perpetrated by another individual.
- **Physical assault:** Any physical contact with another person without their consent.
- **Neglect:** Harm or threatened harm to a child's health or welfare due to a parent or caregiver's failure to provide adequate food, shelter, clothing, medical care, or access to education.
- **Sexual abuse:** Sexual contact or sexual penetration with a child.
- **Sexual exploitation:** Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.
- **Sexual assault:** Illegal sexual contact that usually involves force or that is inflicted upon a person who is incapable of giving consent (because of age or physical or mental incapacity).
- **Exposure to illegal drug-related activity:** Ingestion of illegal drug due to guardian's negligence or regular exposure to illegal drug-related activity in the home.
- **Exposure to domestic violence:** Witnessing physical, sexual, and/or psychological abuse to an individual perpetrated by that individual's current or former intimate partner.

Additionally, you must make a report whenever you suspect or know that a student:

- Has been **injured by a bullet**, or **injured by a knife or other sharp object**.

A report must be made no matter who fired the gun or held the sharp object that caused the injury.

### How do I report suspected cases of abuse or neglect?

By DCPS policy, you must report each of the above incidents to:

- The Child and Family Services Agency (CFSA) by calling 202-671-SAFE (7233); **AND**
- The D.C. Metropolitan Police Department by notifying the MPD officer in your school (i.e. your School Resource Officer or SRO), or by calling 911. If you must dial 911, please clarify whether you have any immediate safety concerns.

After making a report to CFSA and MPD, notify the school principal and your school security officer about your concerns, so an incident report can be filed with DCPS' Office of School Security (OSS) and the principal can fulfill his or her independent obligation to make a report to MPD and CFSA.

<sup>15</sup> In addition to these obligations, staff members are required to report when a child dies in the District of Columbia. A report of the child's death shall be made to the Registrar of Vital Records (202-442-9303) as soon as practicable, but no later than within 5 business days of the employee's knowledge of the child's death.

**How soon do I have to make the report to MPD and CFSA?**

The report must be made immediately upon learning about the suspected abuse or neglect. You should treat your knowledge of suspected abuse or neglect as you would any emergency concerning the safety of a child. For example, request emergency class coverage, so you can make reports to CFSA and MPD.

**What do I do if I'm not sure whether what I've learned could constitute abuse or neglect?**

If you suspect a student is being subjected to abuse or neglect, you must make a report. You cannot be punished for filing a report in good faith. You also cannot be disciplined at work for making a report or for cooperating in an investigation. Further, your identity will be confidential unless a case goes to trial.

**Should I investigate the allegation myself before making a report?**

No. School staff must refrain from questioning a suspected victim, abuser, or witnesses. You are to simply report your suspicions (as indicated above) and allow trained investigators to investigate the allegation. By attempting to perform investigations of abuse you risk compromising any formal investigation by CFSA or MPD, and you may be considered to have tampered with the investigation.

**If I believe someone else has already made a report to MPD and CFSA, must I make a report?**

Yes. The staff member who initially receives the report of abuse or neglect and the school principal (or the principal's designee) must always report the alleged abuse or neglect to MPD and CFSA, even if it is believed that another person has already reported the alleged abuse or neglect. Likewise, notifying your supervisor or other agency administrator does not satisfy your legal obligation to file a report. By law, both the person who was first to receive the report of abuse or neglect and the school principal (or a designee of the principal) must report each suspected instance of abuse or neglect.<sup>16</sup>

**Do I follow this protocol when I suspect a staff member has engaged in corporal punishment?**

Yes. Corporal punishment by staff is prohibited and must be reported. An act of corporal punishment could also constitute abuse, so you must report suspected corporal punishment as indicated above.

**Do I follow this reporting protocol when the alleged perpetrator of abuse is also a child?**

Yes. Abuse can be perpetrated by children and must still be reported according to these procedures.

**After I've determined that a report must be made, how do I address the student?**

First ensure that the student's immediate medical needs are addressed by the nurse or by calling 911 (in case of emergency). If immediate medical attention is not needed, escort the student to any member of the school-based crisis response team (i.e., social worker, psychologist, counselor, or nurse), who will assume responsibility for the student. Please keep your concerns confidential from other students.

**What information might be requested of me when I file my report?**

You may be asked to provide the name, age, sex, and address of the child who is the subject of the report, the nature and extent of the suspected abuse or neglect of the child, your identity and occupation, your contact information, and a statement of the actions taken by you concerning the child.

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<sup>16</sup> This dual reporting requirement can be found in D.C. Code § 4-1321.02(b).

**What happens if I fail to make a report?**

If you fail to make a report, a child in danger may not receive the attention he or she needs. The penalty for failing to make a report is a fine of up to \$300 or imprisonment for up to 90 days or both.

**Truancy is not covered here. How do I report my concerns about a frequently absent student?**

Truancy follows a different reporting protocol from the one described above. Suspicion of truancy (i.e., 10 or more unexcused absences) should only be reported to your school's attendance counselor and/or attendance designee.

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# Appendix F: Guidance on Immigration and Customs Enforcement Agent Visits



MURIEL BOWSER  
MAYOR

## Keeping DC Schools Safe for All Protocol for DC School Officials

As we navigate the current climate, it is important that we provide appropriate guidance to our educators, administrators and other officials who work with students and families. We must ensure that our policies follow applicable state and federal laws while making all Washingtonians feel safe and included.

The following points provide guidance that can help to protect our students, our families and those who work at our schools. Please take a moment to review this information.

DO NOT RELEASE THIS INFORMATION

### *What can I tell my students and their families?*

- Assure students and their families that all students, regardless of immigration status, have a constitutional right to a public education.** DCPS and our charter schools continue to welcome children regardless of their immigration or citizenship status. According to *Plyler v. Doe*, a Supreme Court case from 1982, a state cannot bar undocumented children from public school. This would violate the Equal Protection Clause of the Fourteenth Amendment. Even if *Plyler* did not exist, barring undocumented students would violate our core values. This means that kids enrolled in school regardless of status may take advantage of all school related programs other than ones necessitated by a court order regardless of status. That is, they can participate in school meal programs, they are entitled to special education services where needed, they get the same kids ride free benefits, they can participate in the same school sponsored after school activities, they get the same services from the school nurse, etc. are treated the same.

- Point students toward helpful resources.** Schools are allowed to distribute non-our Rights information and lists of organizations that can provide help to our principal/administrative leader in our school as information to share with us as a non-our Rights handout or list of non-profit organizations. You cannot take a firmative steps to conceal or bar or an undocumented individual you can serve our students support our students and connect them with legal services. Please note that you should only distribute materials that have been reviewed by the office of General Counsel. It is to ensure the accuracy of any information disseminated.
- Remind students that schools, daycare centers and school activity events are sensitive locations.** According to a 2011 Internal Memorandum "Sensitive Locations Policy" as amended under the Freedom of Information Act, we cannot conduct enforcement activities at or near or in a place that would disrupt the operation of "sensitive locations" unless the agents have prior approval from the "Sensitive Locations" include non- and licensed daycares, preschools, primary schools, secondary schools, special education related activities/events, colleges, universities, vocational/trade schools and married/non school bus stops during periods when school children are present. You must also ensure that this policy does not create an enforcement risk. The guidance should provide some comfort to immigrant students and their families.

**What should I be doing in my classroom?**

- Do not ask students about immigration status.** Do not put students in an uncomfortable situation. Do not make examples of them even if your motives are rooted in kindness. Do not ask students to protest or voice dissent. Do not federal immigration policies. You could be putting them in an uncomfortable or risk situation. PLYER Bars school officials from "discouraging" participation in education. Remember that schools are not required to ask immigration status. Anyone asks you for this information say that you do not inquire into immigration status. Do not report this to our principal or administrative leader.
- Issue frequent reminders to update emergency contact information.** Because a student's parents may be detained, try to have accurate and updated contact information including contact information for other family members, a family friend or guardian. Do not ask families to be silent. If you have questions about assigning a "cooler" or attorney or immigration issues, generally consult the Office of the General Counsel for a list of non-profit and legal services organizations that may be willing to help.
- Do not assume that foreign-born students, English language learners, or anyone else is here without documentation.** About 1/3 of our residents were born abroad. Much smaller percentage of our international population is here without documentation.
- Advise students and their families that they can "opt out" of directory information disclosure.** Let your family educational Rights and Privacy Act (FERPA) reports personally identifiable information. FERPA permits schools to disclose "directory" information without consent unless parents/guardians or eligible students generally to students 18 and older have "opted out" of disclosure. Information includes a student's name, address and dates of attendance as well as the student's date and place of birth. Parents/guardians or eligible students may "opt out" of

Director information disclosure using the Release of Student Information Form on the Enrollment Forms page of the DCP website

DCP does not share personally identifiable information (PII) with immigration officials except where legally required to do so. Consider making copies of the Release of Student Information Form readily available in all languages that are used by students, families, and reminding students that "opt out" must occur earliest in the event of a direct information that may be private or sensitive

- **Address bullying proactively.** You see bullying based on immigration status or anything else follow the Districtwide Bullying Prevention Policy. Districtwide Bullying Prevention Policy can be accessed at <http://dcps.dc.gov/cultivation/dcs/bullying-prevention-policy>

*What do I do if ICE comes to my school?*

- **Do not disclose private information.** You and your school must comply with the Family Educational Rights and Privacy Act (FERPA). This means that you cannot release educational records without the consent of the parent/guardian or eligible student. Generally refers to students 18 and older unless a very limited set of circumstances apply where there is a court order or a subpoena issued subpoena. You get a request for a student record immediately report this request to your principal or administrative leader. You receive a court order or subpoena for other wise need guidance concerning a request for a student record please consult with the DCP Office of the General Counsel at 202-224-2000

- **Schools are considered "sensitive" locations and ICE's guidelines discourage anyone from being picked up when he/she is at school.** Because schools are "sensitive locations" under Department of Homeland Security's guidance, parents should not come to school buildings. You should inform parents come to our DCP campus immediately contact your principal or administrative leader to fill then contact the Office of the Department of Schools at 202-322-28 and the Office of the General Counsel at 202-224-2000. You are at a full quarter school contact your school's administrative leader and/or General Counsel. You can also call 800-21-0000 or Joint Intake desk to open a Joint Complaint. Remember that parents cannot conduct enforcement actions at sensitive locations like your school unless they are a federal agent.

- **If a federal immigration or ICE official requests student information, seek immediate guidance.** As noted above, schools are bound by FERPA. You are at DCP and federal immigration or other agents request student information immediately consult your principal and the DCP Office of the General Counsel at 202-224-2000. See this guidance before providing the federal immigration or other agents with a response. You are at a full quarter school contact your school's administrative leader and/or General Counsel.

- **If a federal immigration or ICE official requests a meeting with a student, seek immediate guidance.** You are at DCP and you receive such a request. You should immediately contact your principal to fill then contact the Office of the Department of Schools and the Office of the General Counsel. You are at a full quarter school contact your school's administrative leader and/or

General Counsel to report unauthorized activities. You can also call 800-211-0000 or  
Joint Intake desk to open a complaint.

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MURIEL BOWSER  
MAYOR

## Keeping DC Schools Safe for All Protocol for DC School Officials

As we navigate the current climate, it is important that we provide appropriate guidance to our educators, administrators and other officials who work with students and families. We must ensure that our policies follow applicable state and federal laws while making all Washingtonians feel safe and included.

We encourage you to provide guidance that can help to protect students, families and those who work at our schools. Please take a moment to review this information.

### ADVICE FOR SCHOOL ADMINISTRATORS

#### *What can I tell my students and their families?*

- Assure students and their families that all students, regardless of immigration status, have a constitutional right to a public education.** DCPS and our charter schools continue to welcome children regardless of their immigration or citizenship status according to *Plyler v. Doe*, a Supreme Court case from 1982 that states that we cannot bar undocumented children from public schools. This would violate the Equal Protection Clause of the Fourteenth Amendment. Even if *Plyler* did not exist, barring undocumented students would violate our core values. This means that kids enrolled in school are regardless of status made to take advantage of all school-related programs other than ones necessitating a passport regardless of status. That is, they can participate in school meal programs, they are entitled to special education services where needed, they get the same bus ride, they receive the same benefits, they can participate in the same school-sponsored after-school activities, they get the same services from the school nurse, they are treated the same.
- Remind students that schools, daycare centers and school activity events are sensitive locations.** According to a 2011 DHS Memorandum "Sensitive Locations Policy" that was expanded under the Trump administration, we cannot conduct enforcement activities at, near or in a place that could disrupt the operation of "sensitive locations" unless the agents have prior approval from DHS. "Sensitive locations" include non- and licensed daycares, preschools, primary schools, secondary schools, hospitals or education-related activities/events, colleges, universities, vocational/trade

schools and married/divorced/no longer in school bus stops during periods when school children are present. You must also not create an environment where guidance should be provided to immigrant students and their families.

- **Do not ask students about immigration status.** Do not put students in an uncomfortable situation. Do not make examples of them when your motives are rooted in kindness. Do not ask students to protest or voice dissent. It is federal immigration policies that you could be putting them in an uncomfortable or risky situation. *Plyler* bars school officials from "discouraging" participation in education. Remember that schools are not required to ask immigration status. Do not ask you for this information. Say that DCPS does not inquire into immigration status. When report this to your principal or administrative leader.
- **Do not assume that foreign-born students, English language learners, or anyone else is here without documentation.** About 1/3 of our residents were born abroad. Our smaller percentage of our international population is here without documentation.
- **Advise students and their families that they can "opt out" of directory information disclosure.** It is your family's educational rights and privacy that DCPS protects. Personal identifiable information. DCPS permits schools to disclose "directory" information without consent unless parents/guardians or eligible students generally refer to students 18 and older. A "opted out" of disclosure. Directory information includes a student's name, address and dates of attendance as well as the student's date and place of birth. Parents/guardians or eligible students may "opt out" of directory information disclosure using the Release of Student Information Form on the enrollment forms page of the DCPS website.

DCPS does not share personal identifiable information with federal immigration officials. We are not required to do so. Consider making copies of the Release of Student Information Form readily available in all languages that are used. Students, families, and remind students that "opt out" must occur early in the event of a directory information that may be private or sensitive.

**How can I support my students?**

- **Issue frequent reminders to update contact information.** Because a student's parents may be detained, try to have accurate and updated contact information including contact information for other family members, a family friend or guardian. Do not panic. Families can seek questions about assigning a "power of attorney" or immigration issues. Generally consult the DCPS office or the General Counsel for a list of non-profit and legal services or organizations that may be willing to help.
- **Address bullying proactively.** You see bullying based on immigration status or anything else. Follow the District's Policy on Bullying Prevention. District's Policy on Bullying Prevention. Can be accessed at <https://dcps.dc.gov/translation/districts/bullying-prevention-policy>
- **Offer resources for students and their families.** Several organizations and government agencies in the greater DC Metro Area provide assistance for students and their families through our Rights training, educational materials and direct services. One way to support our students and their families is to connect them with these resources. If you are interested in obtaining our Rights Brochures and other online resources, please use the provided non-profit resources.

referrals to legal counsel or conducting no-fly zone Riots training on campus please contact the office of the Office of Tools and the Office of the General Counsel for guidance

- **Provide resources to help teachers, counselors and administrators emotionally support their students.** For many families fear of deportation raids may create significant anxiety ensure that teachers, counselors and school officials are equipped to handle this stress. Consider providing training on trauma informed care. Training may be coordinated through our school's mental health team. These practices could help teachers to support their students and take side benefits for all students who are experienced or are experiencing trauma.

*What should I be doing to support my staff?*

- **Set a school policy that no teacher, administrator or other personnel should inquire about immigration status.** Section 13(b) of the Immigration and Nationality Act states that states/localities cannot forbid employees from voluntarily sharing information. Section 13(b) information about citizens or immigration status. It is important to note that the law does not require an employer to ask about immigration status in the education context. Even asking about immigration status could create a hostile environment for immigrant students. Potentially violating our constitutional duty to provide educational opportunity in the words of the federal Department of Education, "student enrollment practices that may chill or discourage the participation or lead to the exclusion of students based on their or their parents' or guardians' actual or perceived citizenship or immigration status" "contravene federal law." See *Letter from U.S. Department of Justice Civil Rights Division and U.S. Department of Education Office for Civil Rights to State and Local Education Agencies* (March 21, 2018). Remember that under *Plyler*, no state can bar undocumented children from attending public school.
- **Be sure that all Security Personnel understand school immigration-related policies.** Our school may have a Department of Security or a School Resource Officers or Security Officers or in our building these individuals must observe school policies on immigration. School personnel including Department of Security cannot help or refer to undocumented immigrants. Moreover, they must observe school policies like not inquiring into immigration status. If you are concerned about security personnel who inquire about these policies, consider drafting a directive that states the relevant rules. This directive could refer to the relevant guidance practices, contact the office of the Office of Tools and the Office of the General Counsel for guidance and support.
- **Train your teachers in FERPA and immigration-related policies.** At an upcoming faculty meeting, consider providing information on the laws, policies and procedures surrounding FERPA and immigration status. Make sure that all school officials are clear on the right processes in this training. Consider including guidance surrounding how teachers should address immigration-related concerns in class. You could hire to hire someone present in law or policy to contact the office of the Office of Tools and the Office of the General Counsel.

*What do I do if ICE comes to my school?*

- **If ICE shows up, follow established protocols for guests.** ICE seeks to enter an area where students are a reasonable expectation of privacy. All areas that are not open to the public should follow our established protocol for guests. In January 2018, DCP issued a School

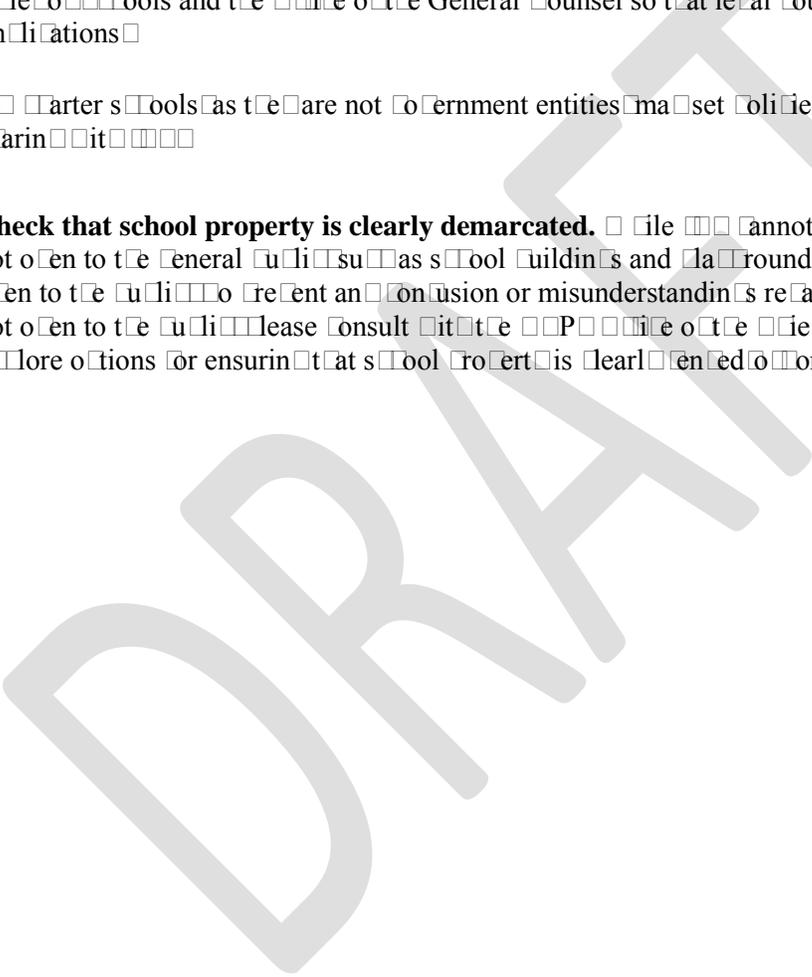
Visitor Policy that all visitors to schools must report to the school's administrative office and receive permission to enter the premises. Please refer to the Chancellor's Directive 2012-000000 School Visitor

Police is in the school's administrative office immediately call the office of the chief of police and the office of the General Counsel once enacted the appropriate SOP officials will likely demand to know whether the agents have subpoenaed a formal and a judicial warrant

- **If ICE requests information, follow established protocols on PII.** You must follow established policies on safeguarding personally identifiable information (PII) under Section 1303 of the Immigration and Nationality Act makes it clear that government institutions so SOP schools and government programs cannot forbid anyone from voluntarily sharing information. It also states that you do not advise, require or suggest non-cooperation with immigration enforcement. Therefore, do follow established policies on protecting private information because educational institutions are bound by FERPA. You let an request for private information immediately contact the office of the chief of police and the office of the General Counsel so that legal counsel can assess the FERPA implications.

Charter schools as they are not government entities may set policies that prohibit information sharing.

- **Check that school property is clearly demarcated.** No one cannot enter school areas that are not open to the general public such as school buildings and grounds. No one can enter areas that are open to the public to prevent any confusion or misunderstandings regarding school areas are not open to the public. Please consult with the office of the chief of police or other designated personnel for ensuring that school property is clearly marked or otherwise distinguished.



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
EXECUTIVE OFFICE OF THE MAYOR



Ensuring the Security of Our Government Institutions  
Guidance for District of Columbia Government Agencies

Given recent developments in United States immigration policy it is important to ensure that all District of Columbia agencies understand and are ready to execute any policy regarding immigration and customs enforcement provisions. The following points describe policies and procedures surrounding federal enforcement of immigration laws. Please ensure that your agency and any contractors receive this memo on a regular basis. Our Office of General Counsel is available for questions.

**If ICE shows up, immediately contact your Office of General Counsel.**

- **Have your OGC meet the ICE agent.** If you are in a building that is open to the public and an agent comes make sure that someone from your Office of General Counsel meets immediately and attempts to accompany him/her constantly.
- **Watch for targeting.** GOCs should remind all agents of the Human Rights Act that prohibits discrimination based on numerous protected classes including race, color, national origin and personal appearance. GOCs should document whether the agent is apparently singling out persons and/or records based on a protected class.
- **Remind clients that answering ICE is voluntary, but we are not their lawyers.** When the GOC/agency representative is notified that an agent is in the facility the GOC/agency representative is not personal counsel for any employees, contractors or clients. The GOC/agency representative only represents the agency. The GOC/agency representative may remind interviewees that they are free to refuse to answer any questions as questions are voluntary and could be used against them in civil, criminal, administrative or immigration proceedings. However, this advice must come with a reminder that the GOC/agency representative is not representing any residents.
- **Follow guest protocol.** GOCs see to enter an area that is generally closed to the public should follow our established protocol for guests. A GOC should report to the visitor entrance file room contact our GOC unless GOC officials present a warrant that is signed by a judge. GOC officials may not be authorized to enter the premises. Our GOCs should ask for the warrant and make a copy. GOCs can determine if the warrant is legally sufficient.
- **Do not refuse cooperation.** When interacting with ICE do not refuse cooperation. Pursuant to 8 C.F.R. § 133.11 the US Government does not forbid cooperation. It is the policy of the US Government is firmly committed to protect our residents. Our offices take the security of our data that we hold and the order and function of our operations. This means that policies designed to ensure general safety and security must be enforced equally against all visitors including ICE.
- **Take special care at “sensitive locations.”** If you are at a sensitive location, a school or a school site it is particularly important that you direct ICE to the visitor office besides presentation of a

arrant must have special approval to enter sensitive locations our GC can contact the Department of Homeland Security regarding letter to our officers for appropriate permission

- **Let your GC handle all interactions with ICE.** Employees are under no obligation to speak with agents or answer any questions when there is not a warrant specifically naming the person

**If ICE requests information, follow established protocols on personally identifiable information.**

- **Follow existing laws protecting PII.** You work in an educational or medical facility you likely have access to personally identifiable information PII about our residents the government does not advise require or suggest non-cooperation with immigration enforcement unless your provider could reasonably expect or not you is involved provide all critical data such as RPO school records and PPO medical records our GC will provide specific guidance for our situation
- **Protect data where possible.** Where possible protect data that the district has that might indicate someone is here without documentation

**If ICE requests to interview detained persons in your agency’s custody, or clients who are not free to leave, follow Mayor’s Order 2011-174.**

- **Allow ICE interviews for criminal investigations – with written disclosure.** You work at a detention facility you may receive a request to let you interview detained persons. The government does not forbid cooperation with ICE. Mayor’s Order 2011-174 states that these interviews must follow the Constitution and federal law this means that you only makes detained persons available for criminal investigations. Furthermore the detained person must sign a written disclosure that all information provided to federal agents including names may be used in a criminal case immigration deportation or other collateral proceedings
- **Do not make DC facilities available for civil interviews.** Our government facilities are not available for immigration interviews that lack a criminal nexus in someone as a right to be here is a civil not criminal question

**Know your agency and its agreements.**

- **Familiarize yourself with any agreements your agency may have entered into with the federal government.** You are working on a federally funded project or administering federal benefits our agency may have agreed to federal inspections but you might have only agreed to inspections without notice of the agency it is you have a contract or inspections for a limited purpose that do not cover all agents arriving unannounced

**Be prepared to verify employment eligibility.**

- **Maintain I-9 documentation.** Provide all laws requiring verification of an employee’s eligibility to work in the United States forms and maintain this documentation
- **Ensure contractor I-9 compliance.** Require all contractors to certify that they are in compliance with federal law regarding employment eligibility it is prudent to keep copies of the documentation the employee presented to the employer verify eligibility to work and a copy of the form must be retained when you receive a notice of investigation for employment authorization you will benefit from having this information read

## Appendix G: Security Officer Patches

Each type of security officer can be identified by the type of patch that they wear. Below is an image of each type of patch, each type of officer that they identify, and specific duties of each officer.

### Contract Security Officer (SO)

SO's are contracted officers. Their responsibilities include:

- Controlling access to school, through viewing identification, weapons screening, and visitor sign-in logs for non-school or non-DCPS personnel;
- Conducting frequent walking patrols and serving as primary point of contact (POC) for conducting security patrols throughout the building;
- Assisting in investigations of administrative misconduct, criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters of the assigned worksite;
- Preparing Daily Activity Logs starting within the 1<sup>st</sup> hour of reporting for duty.



### Special Police Officer (SPO)

SPO's are DCPS security personnel. Their responsibilities include:

- Monitoring and dispatching alarms, camera systems, and emergency calls, including the CCTV camera systems and fire alarms;
- Supporting emergency planning, giving guidance and ensuring compliance, and responding to emergency situations in the school;
- Reporting security deficiencies such as unsecured schools, unsecured technology, unset alarms, unsecured doors, etc.



### School Resource Officers (SRO)

SRO's are MPD police officers assigned to schools. Their responsibilities include:

- Patrolling and monitoring all areas of the DCPS campus grounds and buildings;
- Responding when notified of the need for police assistance in and around their assigned schools;
- Preventing and responding to threats or crime against student, staff, and property;
- Making arrests when necessary;
- Conducting school security assessments focused on crime prevention;
- Identifying and providing support to at risk youth, by way of conducting home visits to chronically truant or suspended students;
- Serving as point of contact on MPD related programs.



DRAFT



## **School Safety Committee Meetings**

### **OVERVIEW**

In a proactive effort to support school safety, Clusters 6, 7, 8, 9 and X will be required to hold monthly School Safety Committee (SSC) meetings. Your initial meeting for SY17-18 should be held by the second week of October 2017. These meetings will provide a forum for all members of the school community to engage in meaningful ongoing dialogue and collaboration focused on ensuring safe learning environments are maintained. Additionally, stakeholders within the community at large will collaborate on shared concerns and identify additional resources to support our students and schools. The SSC will share in the responsibility of establishing and communicating safety procedures, plans, expectations and responsibilities to all necessary parties. If you are an SCI school, you can utilize a portion of your climate meetings to fulfill this monthly requirement as many of the required attendees are the same.

SSC meetings for the remainder of the 2017 - 2018 school year will address the following issues:

- I. Security**
  - a. Post Orders and Issues
  - b. Physical Security (Cameras, Doors, Window's, etc.)
  - c. Communication (Phones, Radios, Etc.)
  
- II. Safe Passage**
  
- III. Department of General Services**
  - a. Outstanding work Orders, Facility Issue's
  
- IV. Emergency Planning & Guidance**
  - a. Safety Drills
  
- V. School based**
  - a. Arrival and Dismissal
  - b. Supervision for Transitions and Lunch
  - c. Special Events
  - d. Policy/Procedures (Updates, changes, etc.)
  
- VI. Reviewing Data**
  
- VII. Identifying Community Supports an Building Relationships**
  
- VIII. Any other key concerns specific to the school/community**



### **KEY RESPONSIBILITIES**

All schools within these clusters will be required to hold one meeting per month, which is to occur no later than the 15<sup>th</sup> day of each month. The committee is responsible for conducting ongoing communication regarding all aspects of safety within the school community. The committee is also tasked with addressing identified concerns and safety matters, and then proposing appropriate recommendations to the necessary parties.

It is the responsibility of the principal to ensure that these committees are established and monthly meetings are held.

The committee shall be comprised of at a minimum individuals in the following roles:

- Principal/Designee
- School Behavior POC
- School Security POC
- Dean(s)
- Security Officer Representative

It is also recommended that individuals of the following roles be included:

- MPD [School Resource Officer, SGT, LT, Gang intel]
- DCPS Special Police Office
- Roving Leaders Representative
- Parent Teacher Organization Representative
- Washington Teachers Union Representative
- Special Education Representative

**Schools will be required to provide documentation of meeting dates and attendees to a shared Google doc and meeting minutes to a share drive folder.**

For any questions or concerns please contact:

Adam Lustig – Specialist, Behavior & Student Supports – [adam.lustig@dc.gov](mailto:adam.lustig@dc.gov)

Ricky Brown – Division Specialist, Operations & School Programs – [ricky.brown@dc.gov](mailto:ricky.brown@dc.gov)

**Training Syllabus**  
**DCPS Contracted Security Guards**

**I. CONFLICT DE-ESCALATION/RESOLUTION (12/1/17)**

Purpose: To instruct students on various techniques to use during potentially dangerous, or threatening, situations within schools in an attempt to prevent students, teachers, parents, and others from causing harm to themselves or others.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Identify Active Listening Skills which allows the Officer to calm the situation.
2. Identify indicators that are intensifying a situation.
3. Identify developmental issues that are specific to dealing with teens in crisis.
4. Identify methods to “slow down” and calm a situation.
5. Identify Threat Indicators
6. Identify Rules for Intervention

Hours: 4

Method of Instruction: Lecture/Discussion/Role Play

**II. SCHOOL SECURITY OFFICER CUSTOMER SERVICE/PUBLIC RELATIONS (12/1/17)**

Purpose: To understand the value of each person attending, working and visiting school facilities. Ensuring security personnel treats all persons with dignity and respect. Having a thorough knowledge of your roles and responsibilities for engaging students, faculty, parents, and visitors.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Understand the Purpose of Customer Service within a school environment
2. Understanding of Constitutional and Human Rights
3. Visitor Control Methods

4. Understand how refraining from certain discussions can impact our Work and Work Relationships
5. Understand the Roles and Responsibilities of the SAM Member

Hours: 1

Method of Instruction: Lecture/Discussion

### **III. SEARCH SEIZURE AND DETENTION (1/19/18)**

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Name and describe the three sources of law.
2. Describe how the First Amendment affects the law enforcement function.
3. Recognize the criminal and civil consequences law enforcement officers may face for violating a citizen's constitutional rights.
4. Explain how your authority is affected by the subject matter and territorial jurisdiction.
5. Compare and contrast "reasonable suspicion" and "probable cause."
6. Apply the District of Columbia statutory requirements for:
  - a) Making a warrantless arrest;
  - b) Citizen detention;
  - c) Authority for private persons to effect arrest or prevent escape.
7. Compare and contrast the following police-citizen encounters: "voluntary contact," "investigative detention," and "arrest."

Hours: 4

Method of Instruction: Lecture/Discussion

### **IV. DC CODE CRIMINAL AND CIVIL LAW (4/27/18)**

Purpose: Understanding of various law associated with your authority to act within the District of Columbia and within a school environment.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Understanding of laws associated with arrest and detention
2. Understanding of laws associated with dealing with juveniles
3. Understanding laws and regulations associated with security guard's authority
4. Recognize the criminal and civil consequences law enforcement officers may face for violating a citizen's constitutional rights

Hours: 4

Method of Instruction: Lecture/Discussion

## **V. ARREST PROCEDURES (4/27/18)**

Purpose

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Understanding your authority to make a lawful arrest
2. Identify the statutory procedures officers must follow after making an arrest
3. Describe the statutory requirements for conducting an arrest with a warrant
4. Determine the appropriate level of force

Hours: 4

Lecture/Discussion

## **VIII SUBJECT CONTROL AND ARREST TECHNIQUES (USE OF FORCE) (2/16/18)**

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. List and explain the force options.
2. Describe what should be included in the narrative sections in a use of force report.
3. Demonstrate the use of non-lethal resistant behavior
4. Demonstrate techniques of control for various levels of assaultive and resistive behavior.
5. Handling of juveniles
6. Transporting of juveniles

Hours: 2

Lecture/Discussion

#### **IX. DRUGS/CONTROLLED SUBSTANCES (1/19/18)**

Lesson Purpose: To develop student skills in identifying controlled substances.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with the information received during the instructional period.

1. Given a list of commonly encountered controlled substances, identify the correct pharmacological classification.
2. Given a list of symptoms and using drug recognition criteria, identify the likely drug of abuse.
3. In a practical exercise, demonstrate the ability to recover items known to be utilized as drug paraphernalia.
5. Recognize common over-the-counter products that are used in methamphetamine production.

Hours: 1

Method of Instruction: Lecture/Discussion

#### **X. CIVIL DISOBEDIENCE (2/16/18)**

Lesson Purpose: To familiarize the student with the psychological aspects of crowds and present procedures used by law enforcement officers to control crowds, demonstrations, and civil disorders.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period:

1. Identify the three different categories of crowds and give an example of each.
2. Identify the tactics used to demonstrate civil disobedience within a school environment, i.e. sit-ins, walk-outs, marches
3. Compare and contrast the duties of a security officer when patrolling a non-violent/passive protest and a potentially violent/hostile demonstration.

Hours: 1

Method of Instruction: Lecture/Discussion

#### **XI. COURT PREPARATION AND PROCEDURES (5/25/18)**

Lesson Purpose: To instruct the student in courtroom testimony issues.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period:

1. List five (5) items a new officer should be aware of prior to the first day in court.
2. List five (5) activities an officer should do to ensure proper preparation for court.
3. Verbally contact witnesses to appear in court.
4. List five (5) things an officer should do (or refrain from doing) to ensure that courtroom demeanor, dress, and appearance are proper.
5. State concisely what an officer is allowed to testify to when on the stand.
6. List two (2) purposes of cross-examination.

Hours: 1

Method of Instruction: Lecture/Discussion

## **XII. PATROL TECHNIQUES (2/16/18)**

Purpose: To present to the student a general set of procedures and tactical responses for handling routine patrol functions and high-risk incidents.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with the information received during the instructional period:

1. List the steps to be taken to prepare for duty/patrol.
2. Describe the differences between conspicuous patrol and inconspicuous patrol.
3. Demonstrate the ability to tactically respond to the following high-risk situations:
  - a) Potentially violent crimes-in-progress, i.e., fights, weapon possession
  - b) Building alarm calls
4. Identify signs and symbols of street gang activity.
5. Assess potential targets and vulnerabilities within your schools

Hours: 1

Method of Instruction: Lecture/Discussion

## **XIII. EMERGENCY RESPONSE: VIOLENCE, BOMB THREATS, TERRORISM AND NATURAL DISASTERS (5/25/18)**

Purpose: To teach the student the first line response tactics for responding to an active shooter in a public building.

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with the information received during the instructional period:

1. Define the term "rapid deployment."
2. List the types of situations that may involve an "active shooter" requiring an immediate response.
3. Describe the mindsets as it relates to an active shooter incident of:

- a) The school security response
  - b) The active shooter
4. List in priority order the duties of the initial school security response to an active shooter.
  5. Identify the role of the “contact team” and list the three (3) movement goals.
  6. Identify the following law enforcement responder roles:
    - a) Rescue team
    - b) Perimeter team
    - c) Evacuation team
1. List the six (6) suspect options during the officer contact.
  2. List the officer options when the shooting stops and there is no suspect contact.
  3. Describe the response concerns when explosive devices are detected.
  4. Identify the school system components to a response of an active shooter.

Hours: 2

Lecture/Discussion

#### **XIV. SEXUAL HARRASSMENT (5/25/18)**

Purpose

Training Objectives: At the end of this block of instruction, the student will be able to achieve the following objectives in accordance with information received during the instructional period.

1. Ability to define sexual harassment
2. Identify behaviors that might be considered sexual harassment
3. Identify steps an employee should take if harassment occurs
4. Identify actions that can help prevent sexual harassment in the workplace

Hours: 1

Lecture/Discussion

## **Certified Training Instructors**

### **Wayburn Hester:**

**EXPERT TRAINER, INSTRUCTOR, AND LAW ENFORCEMENT PROFESSIONAL** with over 30 years in providing security and safety to the public. Multiple award recipient and a recognized sworn law enforcement officer with full arrest authority in the prevention, detection, apprehension, detention and investigation of felony and misdemeanor violations of federal, state, local, tribal and military criminal laws. Expert in designing, developing and assessing program and course curriculum, content, and instructional materials to support training development based on program goals. Strategic thinker with focused ability to balance short-term priorities and risks against long-term organizational goals.

### **Charles Yarbaugh:**

**Certified Law Enforcement and Homeland Security Training Specialist Instructor** for over 25 years; certified by various law enforcement agencies throughout the United States, 31+ years of Law Enforcement experience, 2 as a Special Police Officer; Retired 31 years with the Metropolitan Police Department in Washington D.C. spent 10 years in patrol, worked vice undercover; 6 1/2 years of those with SWAT (ERT), as a tactical operators and active counter measures, firearms and fitness instructor. 10 years as the supervisor in charge of the departments in-service and recruit training program; help to develop and supervised the defensive tactics, use of force and force option, officer awareness skills, firearms skills and physical fitness.

### **Ricky Robbins:**

**Certified Law Enforcement Instructor for over 25 years.** Certified NC General Instructor for 30 years. Standardized Field Sobriety Instructor for 22 years. NC Radar/VASCAR Instructor for 20 years.

Has instructed in Domestic Violence, Building Search, Officer Survival, Traffic Stops, SWAT, Criminal Investigations, Pepper Spray, Standardized Field Sobriety Testing, Radar, Vascar courses to Officers in the BLET Schools and In-Service for the Charlotte-Mecklenburg Police Dept. and Mecklenburg County Sheriff's Office for 30 years.

CPCJ- Criminal Justice Instructor for 10 years.

Supervisor for 26 years with CMPD. Served on SWAT for 14 years as an Officer & Supervisor

**Facilitators:****Rodney Monroe**

Retired Chief Rodney D. Monroe is an accomplished and highly respected subject matter expert in community policing and police reform. With over 36 years of experience in law enforcement, retiring as Assistant Chief of Police in Washington, D.C., and continuing to serve as Chief of Police for 14 years in three cities, he is now sharing valuable knowledge and expertise with various law enforcement entities.

**Harold Medlock**

Chief Medlock served as Chief of Police of the Fayetteville Police Department for nearly four years, retiring in December 2016. He served over two decades with the Charlotte-Mecklenburg Police Department in a variety of assignments; promoting through the ranks

Chief Medlock was certified through the N.C. Criminal Justice Training and Standards Commission as a General Instructor for more than ten years, developing, preparing and delivering many lesson plans on topics from use of force to dealing with the mentally ill. He served as Training Director for the Charlotte-Mecklenburg Police Department for two years.

**Vince Tolson**

Law enforcement professional with more than 30 years' experience. Extensive background in investigations, drug enforcement, electronic surveillance and covert operations. Highly successful and consistent record of investigations, arrests and convictions. Familiar with preparing and delivering testimony as an expert witness. Effective leadership and team-building abilities.

**Resumes and certifications available**

School	16-17 Midyear Teacher Separations
Aiton ES	1
Amidon-Bowen ES	2
Anacostia HS	3
Ballou HS	16
Ballou STAY HS	0
Bancroft ES	0
Barnard ES	2
Beers ES	1
Benjamin Banneker HS	1
Brent ES	2
Brightwood EC	0
Brookland MS	3
Browne EC	3
Bruce-Monroe ES @ Park View	3
Bunker Hill ES	1
Burroughs ES	1
Burrville ES	5
C.W. Harris ES	1
Capitol Hill Montessori @ Logan	3
Cardozo EC	7
CHOICE Academy @ Wash Met	1
Cleveland ES	1
Columbia Heights EC	16
Coolidge HS	2
Deal MS	4
Dorothy I. Height ES	0
Drew ES	0
Duke Ellington School of the Arts	0
Dunbar HS	3
Eastern HS	1
Eaton ES	1
Eliot-Hine MS	1
Excel Academy	
Fillmore Arts Center	1
Garfield ES	0
Garrison ES	1
H.D. Cooke ES	0
H.D. Woodson HS	10
Hardy MS	2
Hart MS	2
Hearst ES	1
Hendley ES	2

Houston ES	0
Hyde-Addison ES	2
Inspiring Youth Program	1
Itinerant/Office Based	10
J.O. Wilson ES	2
Janney ES	1
Jefferson MS Academy	1
Johnson MS	1
Kelly Miller MS	2
Ketcham ES	2
Key ES	0
Kimball ES	2
King ES	2
Kramer MS	0
Lafayette ES	0
Langdon ES	1
Langley ES	3
LaSalle-Backus EC	2
Lawrence E. Boone ES	1
Leckie ES	3
Ludlow-Taylor ES	0
Luke C. Moore HS	1
Malcolm X ES @ Green	2
Mann ES	1
Marie Reed ES	1
Maury ES	0
McKinley MS	3
McKinley Technology HS	4
Miner ES	3
Moten ES	2
Murch ES	1
Nalle ES	2
Noyes ES	1
Oyster-Adams Bilingual School	3
Patterson ES	1
Payne ES	3
Peabody ES	1
Phelps Architecture, Construction, and Engineering HS	1
Plummer ES	0
Powell ES	5
Randle Highlands ES	3
Raymond EC	4
River Terrace EC	3

Ron Brown College Preparatory HS	0
Roosevelt HS	2
Roosevelt STAY HS	1
Ross ES	1
Savoy ES	0
School Without Walls @ Francis-Stevens	1
School Without Walls HS	4
School-Within-School @ Goding	0
Seaton ES	0
Shepherd ES	3
Simon ES	0
Smothers ES	1
Sousa MS	3
Stanton ES	1
Stoddert ES	2
Stuart-Hobson MS	5
Takoma EC	5
Thomas ES	1
Thomson ES	1
Truesdell EC	4
Tubman ES	4
Turner ES	1
Tyler ES	2
Van Ness ES	0
Walker-Jones EC	1
Washington Metropolitan HS	2
West EC	4
Wheatley EC	0
Whittier EC	3
Woodrow Wilson HS	4
Youth Services Center	1

17-18 Midyear Teacher Separations	18-19 Midyear Teacher Separations (as of Jan. 16, 2019)
0	1
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9	1
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## Social Worker

*Certified 04-01-2018*

Pay Plan: ET - 15 (10 Month)

Grade: ET

Union: WTU

Step/Salary: 1-16 / \$55,209 - \$108,262

Location: Washington, DC

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### **Our public school students need your expertise, passion and leadership.**

We are looking for highly motivated and skilled talent to join our team at District of Columbia Public Schools (DCPS). We seek individuals who are passionate about transforming the DC school system and making a significant difference in the lives of public school students, parents, principals, teachers, and central office employees.

DCPS serves 48,750 students in the nation's capital through the efforts of approximately 4,000 educators in 115 schools. As part of a comprehensive reform effort to become the preeminent urban school system in America, DCPS intends to have the highest-performing, best paid, most satisfied, and most honored educator force in the nation and a distinctive central office staff whose work supports and drives instructional excellence and significant achievement gains for DCPS students.

### **Position Overview**

The School Social Worker is jointly managed by DCPS local school administration and the Office of Teaching and Learning; receiving technical assistance, guidance and instruction while working in coordination with managers from the OTL. The offices are responsible for providing services to students with special needs and the general education student population. As such, the School Social Worker is involved in the following three (3) key areas: (1) preventive and advocacy work with students, staff, and families that promotes positive school climate and social/emotional well-being; (2) program development and planning to meet the unique needs of the school through contributions to school wide policies; and (3) direct services to students and families inclusive of general and special education students. This position is a safety-sensitive position. As a result, throughout employment this position will be subject to the Employee Mandatory Drug and Alcohol Testing Policy.

The Social Worker will report to the Principal.

### **Essential Duties and Responsibilities**

*The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties, and/or skills required. Other duties may be assigned.*

## **Preventive work with students, staff, and families**

- Providing consultation to school staff and parents to facilitate student educational, social, and emotional growth.
- Obtaining information concerning the effects of environment, including family, cultural, and economic disadvantages that may be adversely affecting student progress.
- Conducting home visits that encourage home/school communication.
- Working collaboratively with the Student Support Team (SST) to develop plans of assistance for students at risk of academic and/or behavioral difficulty.
- Coordinating school and community services.
- Serving as the home-school-community liaison responsible for effective resource utilization and positive relations with stakeholders.

## **Program Development**

- Conducting needs assessments.
- Planning for support services both within and outside the school.
- Facilitating special support groups, i.e. students with incarcerated parents, grief and loss, divorce, teen parents, conflict resolution, etc. as needed.
- Managing family resource centers, where parents/guardians can access needed information and participate in opportunities to learn how to support their student(s).

## **Program Planning**

- Working with administrators to implement effective policies that address school safety, school attendance, substance abuse, teen pregnancy, child abuse, and neglect.

## **Advocacy**

- Serving as a mediator within the school.
- Communicating with other agencies involved with students.
- Attending court hearings as a DC Public Schools representative.
- Making appropriate referrals for community resources.

## **Direct Services**

- Providing individual counseling.
- Providing group counseling.
- Providing psycho-education.
- Providing crisis intervention.
- Providing parent training.

## **Special Education**

- Serving as a member of the multi-disciplinary team (MDT).
- Conducting social work evaluations and other related assessments for initial evaluations and re-evaluations.

- Providing related services as prescribed by Individualized Education Plans (IEPs), including social skills, life skills, and transitional skills that can be transferred from school to community.
- Participating in MDT, IEP, manifestation determination, and other related meetings.
- Working collaboratively within the classroom setting to implement student IEPs.
- Collecting data for the purpose of monitoring social/emotional progress and evaluating effectiveness of services.
- Providing technical assistance on strategies that improve outcomes for special education students.
- Coordinating the design and implementation of behavior intervention plans and functional behavior assessments.
- Keeping thorough records of each student receiving services.
- Completing student progress reports.

*Certified 04-01-2018*

## Qualifications

- Master's degree in Social Work (MSW).
- District of Columbia Government, Department of Health Professional License, which must be renewed every two years by obtaining the required continuing education units: Licensed Independent Clinical Social Worker (LICSW).
- District of Columbia Certification as a School Social Worker, which must be maintained throughout employment with DC Public Schools.
- At least three years of work experience as a Social Worker in an urban school/setting with a track record of high student achievement.
- Ability to conduct clinical interviews and write comprehensive social history evaluations.
- Ability to administer, interpret, and analyze related assessment instruments.

## Personal Qualities of Top Candidates

- **Commitment to Equity:** Passionate about closing the achievement gap and ensuring that every child, regardless of background or circumstance, receives an excellent education.
- **Leadership:** Coaches, mentors, and challenges others to excel despite obstacles and challenging situations.
- **Focus on Data-Driven Results:** Relentlessly pursues the improvement of central office performance and school leadership, instruction, and operations, and is driven by a desire to produce quantifiable student achievement gains.
- **Innovative Problem-Solving:** Approaches work with a sense of possibility and sees challenges as opportunities for creative problem solving; takes initiative to explore issues and find potential innovative solutions.
- **Adaptability:** Excels in constantly changing environments and adapts flexibly in shifting projects or priorities to meet the needs of a dynamic transformation effort; comfortable with ambiguity and non-routine situations.
- **Teamwork:** Increases the effectiveness of surrounding teams through collaboration, constant learning and supporting others; sensitive to diversity in all its forms; respects and is committed to learning from others.
- **Dependability:** Does whatever it takes to consistently deliver with high quality under tight deadlines; successfully manages own projects through strong organization, detailed workplans, and balancing of multiple priorities.

- **Communication and Customer Service Skills:** Communicates clearly and compellingly with diverse stakeholders in both oral and written forms; anticipates and responds to customer needs in a high-quality and courteous manner.

**DCPS Notice of Nondiscrimination:**

The District of Columbia Public Schools (DCPS) is committed to ensuring that all of its employees act in conformity with federal and District of Columbia nondiscrimination laws, including Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act, the District of Columbia Human Rights Act of 1977, and the Genetic Information Nondiscrimination Act of 2008.

Accordingly, DCPS does not discriminate or tolerate discrimination against employees, applicants for employment, or students on the basis of actual or perceived race, color, religion, national origin, sex (including pregnancy), age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business.

DCPS also prohibits harassment based on any of the aforementioned protected traits and retaliation against a person because he or she has complained about discrimination, filed a charge of discrimination, or participated in a discrimination investigation or lawsuit. Employees found to have engaged in prohibited discrimination, harassment, or retaliation will be subject to disciplinary action.

**Notice of Non-Retaliation**

District of Columbia Public Schools will not intimidate, threaten, coerce, discriminate against, retaliate or take adverse employment action against any employee, student, or volunteer that in good faith and with honest and non-malicious intent makes a report regarding potential violations of laws, regulations or policies.

Retaliation includes, but is not limited to, adverse job actions such as termination; denial of any bonus, benefit or training; reduction of salary or decrease in hours; or change in or transfer to a lesser position.

Individuals who violate this policy will be subject to the appropriate and applicable disciplinary process, up to and including termination.

The following Federal and District law concerning non-retaliation supports our Non-Retaliation Policy.

Title VII, Section 704(a), of the Civil Rights Act of 1964, as amended, states the following:

(a) Discrimination for making charges, testifying, assisting, or participating in enforcement proceedings  
It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or join labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

DC Law 2-38 (Human Rights Act of 1977), Part G, Sec. 1-2525, states the following:

1-2525. Coercion or retaliation

- a. It shall be an unlawful discriminatory practice to coerce, threaten, retaliate against, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this chapter.
- b. It shall be an unlawful discriminatory practice for any person to require, request, or suggest that a person retaliate against, interfere with, intimidate or discriminate against a person, because that person has opposed any practice made unlawful by this chapter, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing authorized under this chapter.

- c. It shall be an unlawful discriminatory practice for any person to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person to prevent any person from complying with the provisions of this chapter.

DC Municipal Regulations, Title 5, (Board of Education) Subsection 1401.2(z) states the following:

(z) Retaliation for reporting harassment and sexual harassment. An employee commits an offense under this provision when he/she retaliates against any person who reports alleged harassment or sexual harassment, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or sexual harassment. An employee retaliates against a person if, as a result of action taken by the employee described in the previous sentence, 1) such person is reasonably intimidated by verbal threats or physical conduct of the employee, or 2) such person is denied an opportunity, right or privilege to which he/she would otherwise be entitled, or 3) such person is subjected to detrimental treatment to which he/she would not otherwise be subjected.

Persons filing charges of discrimination are advised of these Non-Retaliation Policy and are instructed to notify the DCPS Equal Employment Opportunity Office, 1200 First Street, NE, 10th Floor, Washington, DC 20002, 202-442-5424, if any attempt at retaliation is made.

#### **Americans with Disabilities Act (ADA)**

The Office of Labor Management & Employee Relations (LMER) ensures that eligible employees receive benefits and opportunities equal to those provided to non-disabled employees. LMER also ensures that eligible disabled employees receive requested reasonable accommodations. Employees with inquiries regarding ADA policies should contact the Equal Employment Opportunity Unit, District of Columbia Public Schools, 1200 First Street, NE, 10th Floor, Washington, DC 20002, (202) 442-5424.

#### **Applicants or employees with concerns about discrimination, harassment, or retaliation should contact:**

Labor Management & Employee Relations, District of Columbia Public Schools, 1200 First Street, NE, 10th Floor, Washington, DC 20002, [dcps.lmer@dc.gov](mailto:dcps.lmer@dc.gov), 202-442-5424

or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

or

The U.S. Equal Employment Opportunity Commission, 131 M Street, NE, Fourth Floor, Suite 4NWO2F, Washington, DC 20507, 1-800-669-4000

#### **Students, parents and guardians with concerns regarding disability discrimination should contact:**

Heather Holaday, Section 504 Coordinator, Office of Teaching and Learning, District of Columbia Public Schools, 1200 First St, NE, 8th Floor, Washington, DC 20002, 202-645-6073

or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

#### **Students, parents and guardians with concerns regarding sex discrimination should contact:**

Heather Holaday, Section 504 Coordinator, Office of Teaching and Learning, District of Columbia Public Schools, 1200 First St, NE, 8th Floor, Washington, DC 20002, 202-645-6073

or

Assistant Secretary for Civil Rights, U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, D.C. 20202-1100, Telephone: 1-800-421-3481, TDD: 877-521-2172, FAX: 202-245-6840, Email: [OCR@ed.gov](mailto:OCR@ed.gov)

**Students, parents and guardians, and others with concerns regarding discrimination may also utilize the DCPS grievance procedure process. Students, parents and guardians and others with discrimination concern should contact:**

DCPS Chancellor's Response Team, Office of the Chancellor, 1200 First Street, NE, 9th Floor, Washington, DC 20002, (202) 478-5738

or

Assistant Secretary for Civil Rights, U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, D.C. 20202-1100, Telephone: 1-800-421-3481, TDD: 877-521-2172, FAX: 202-245-6840, Email: OCR@ed.gov

or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

*Certified 04-01-2018*

<b>School Name</b>	<b>Provider Last Name</b>	<b>Provider First Name</b>
Aiton ES	NO COUNSELOR	NO COUNSELOR
Amidon -Bowen ES	NO COUNSELOR	NO COUNSELOR
Anacostia HS	Trotman-Dixon	Chermine
Anacostia HS	Schimmerling	Jessica
Ballou HS	Rowe	Kira
Ballou HS	Perrin	Shani
Ballou HS	Stubblefield	Stephanie
Ballou HS	Jordan	Kimbry
Ballou STAY	Pender	Marsha
Ballou STAY	Miller	Wilbert
Bancroft ES	Colon	Linda
Bancroft ES	Rodriguez	Alma
Barnard ES (Lincoln Hill Cluster)	Montgomery	Sandra
Beers ES	Brown	Jeffrey
Benjamin Banneker HS	Boone	Simone
Benjamin Banneker HS	Kline	Rosa
Benjamin Banneker HS	Sancho	Lisa
Brent ES	NO COUNSELOR	NO COUNSELOR
Brightwood EC	Sacher	Emily
Brightwood EC	Maldonado	Liz
Brightwood EC	Casanova	Antonio
Brookland MS	Johnson	Katona
Browne EC	Jones	Marcus
Bruce-Monroe ES@Park View	NO COUNSELOR	NO COUNSELOR
Bunker Hill ES	NO COUNSELOR	NO COUNSELOR
Burrville ES	NO COUNSELOR	NO COUNSELOR
Capitol Hill Montessori School	Payton	Tarah
Cardozo EC	Scheer	Allie
Cardozo EC	Joyner	Krystle
Cardozo EC	Popol	Leonel
Cardozo EC	Solomon	Shamika
CHOICE Academy MS/HS	NO COUNSELOR	NO COUNSELOR
Cleveland ES	NO COUNSELOR	NO COUNSELOR
Columbia Heights EC (Bell)	Brown	Britany
Columbia Heights EC (Bell)	Iraheta	Evelyn
Columbia Heights EC (Bell)	Diaz	Luis
Columbia Heights EC (Bell)	Castro	Marianella
Columbia Heights EC (Bell)	Odom	Hurley
Columbia Heights EC (Lincoln)	Stevenson	Courtney
Columbia Heights EC (Lincoln)	Rose	Joy
Columbia Heights EC (Lincoln)	Doppelheuer	Kathleen
Cooke, H.D. ES	Gbenro	Olamide
Coolidge HS	Maignan	Genevieve
Coolidge HS	James	Linda
Deal MS	White	Camille
Deal MS	Travers	Johnet

Deal MS	Humphrey	Eunice
Deal MS	Monkou	Joy
Dorothy I Height ES	Griffith	Natasha
Drew ES	NO COUNSELOR	NO COUNSELOR
Dunbar HS	Montgomery (Ricks)	LaShawn
Eastern HS	Young	Janel
Eastern HS	Hart	Kelly
Eastern HS	Wilkerson	Lori A.
Eastern HS	Carter	Sandra
Eaton ES	NO COUNSELOR	NO COUNSELOR
Eliot-Hine MS	NO COUNSELOR	NO COUNSELOR
Ellington School of the Arts	Williams	Tedra
Ellington School of the Arts	Reavis	Suwana
Fillmore Arts Center (West)	NO COUNSELOR	NO COUNSELOR
Garfield ES	NO COUNSELOR	NO COUNSELOR
Garrison ES	NO COUNSELOR	NO COUNSELOR
Hardy MS	NO COUNSELOR	NO COUNSELOR
Harris, C.W. ES	NO COUNSELOR	NO COUNSELOR
Hart MS	Hawkins	Craig
Hart MS	Jenkins	Jennifer
Hearst ES	NO COUNSELOR	NO COUNSELOR
Hendley ES	NO COUNSELOR	NO COUNSELOR
Houston ES	NO COUNSELOR	NO COUNSELOR
Hyde-Addison ES	NO COUNSELOR	NO COUNSELOR
Incarcerated Youth Program, Correctional Detention Facility	NO COUNSELOR	NO COUNSELOR
Janney ES	NO COUNSELOR	NO COUNSELOR
Jefferson MS	Garner	Sarah
Johnson MS	Walden	Mische Walden
Kelly Miller MS	NO COUNSELOR	NO COUNSELOR
Ketcham ES	NO COUNSELOR	NO COUNSELOR
Key ES	NO COUNSELOR	NO COUNSELOR
Kimball ES	NO COUNSELOR	NO COUNSELOR
King ES	NO COUNSELOR	NO COUNSELOR
Kramer MS	Duffy	Tysheka
Lafayette ES	Mosby	Rashida
Lafayette ES	Diesner	Jillian
Langdon EC	Clark	Brenda Lue
LaSalle-Backus EC	Hurtado	Senovia
LaSalle-Backus EC	Smith	Yolanda
Leckie ES	NO COUNSELOR	NO COUNSELOR
Ludlow-Taylor ES	NO COUNSELOR	NO COUNSELOR
Luke C. Moore Academy HS	Rucker	Michele
Malcolm X ES@Green	NO COUNSELOR	NO COUNSELOR
Mann ES	NO COUNSELOR	NO COUNSELOR
Marie Reed ES	Silva	Jessica
Maury ES	NO COUNSELOR	NO COUNSELOR

McKinley Technology HS	Welsh	Fayola
McKinley Technology HS	Mason	Tanisha
McKinley Technology HS	Wilson	Valerie R.
McKinley Technology MS	Clark	Niki
Miner ES	NO COUNSELOR	NO COUNSELOR
Moten ES	NO COUNSELOR	NO COUNSELOR
Murch ES	Miller	Lauren
Nalle ES	NO COUNSELOR	NO COUNSELOR
Noyes EC	NO COUNSELOR	NO COUNSELOR
Orr ES	NO COUNSELOR	NO COUNSELOR
Oyster-Adams Bilingual School (Adams)	Gonzalez	Susan
Oyster-Adams Bilingual School (Oyster)	Druelinger	Erin
Patterson ES	NO COUNSELOR	NO COUNSELOR
Payne ES	NO COUNSELOR	NO COUNSELOR
Peabody ES (Capitol Hill Cluster) Early Childhood Center	NO COUNSELOR	NO COUNSELOR
Phelps Architecture, Construction, and Engineering HS	Dozier	Shirley
Plummer ES	NO COUNSELOR	NO COUNSELOR
Powell ES (Lincoln Hill Cluster)	Del Valle	Eduardo
Powell ES (Lincoln Hill Cluster)	Manning	Lauren
Randle Highlands ES	NO COUNSELOR	NO COUNSELOR
Raymond EC	Noble	John
Raymond EC	Machi	Maurizio
River Terrace Educational Campus	NO COUNSELOR	NO COUNSELOR
Ron Brown SHS	Lakes	Arman
Ron Brown SHS	Porter	Shatane
Roosevelt HS@McFarland	Hailes-Price	Stephanie
Roosevelt HS@McFarland	Velazquez	Elsie
Roosevelt HS@McFarland	Parker	Vealetta
Roosevelt HS@McFarland	Carrion	Cesar
Roosevelt STAY@ McFarland	Woodson-Corley	Shelley
Ross ES	NO COUNSELOR	NO COUNSELOR
Savoy ES	NO COUNSELOR	NO COUNSELOR
School Within a School@Goding	NO COUNSELOR	NO COUNSELOR
School Without Walls@Francis		
Stevens	Dawkins	Caryl
School Without Walls HS	Pace	Crystal
School Without Walls HS	Iro	Hafsatu
School Without Walls HS	Moore	Kathryn
School Without Walls HS	Sinprasith	Justine
Seaton ES	NO COUNSELOR	NO COUNSELOR
Shepherd ES	Liggins	Gail
Simon ES	NO COUNSELOR	NO COUNSELOR
Smothers ES	NO COUNSELOR	NO COUNSELOR

Sousa MS	NO COUNSELOR	NO COUNSELOR
Stanton ES	NO COUNSELOR	NO COUNSELOR
Stoddert ES	Zachary	Wanda
Stuart-Hobson MS (Capitol Hill Cluster)	Williams	Tomicula
Takoma EC	Young	Caroline
Thomas ES	NO COUNSELOR	NO COUNSELOR
Thomson ES	Sitchenko	Marie
Truesdell EC	Labenow	Wendy
Truesdell EC	Ramos	Erica
Tubman ES	Greco	Lindsey
Turner ES	NO COUNSELOR	NO COUNSELOR
Tyler ES	NO COUNSELOR	NO COUNSELOR
Van Ness ES	NO COUNSELOR	NO COUNSELOR
Walker-Jones EC	Wallace	Tangela
Washington Metropolitan HS	Oliver	Yolanda
Watkins ES (Capitol Hill Cluster)	NO COUNSELOR	NO COUNSELOR
West EC	Paige	Carol
Wheatley EC	Little	Lindsay
Wilson, J.O. ES	NO COUNSELOR	NO COUNSELOR
Wilson, Woodrow HS	Blitz	Diana
Wilson, Woodrow HS	Boykin	Joseph
Wilson, Woodrow HS	Sargent	Leslie
Wilson, Woodrow HS	Bright	Pamela
Wilson, Woodrow HS	Maites	Patrice
Wilson, Woodrow HS	Flowers	Wanda
Woodson, H.D. HS	Stewart	Ernesh
Woodson, H.D. HS	Solomon-Williams	LaTasha
Woodson, H.D. HS	Niles	Lyndel









## Community Based Organizations – Providing Behavioral Health Services

DCPS currently partners with 11 community-based organizations to provide mental health and other supplemental services. Each of these schools have partnered to provide prevention, early intervention, and clinical services. The school based mental health expansion project is currently in process and CBO's are hiring their staff for the launch of this project.

The following organizations have partnered with DCPS: Hillcrest, Community of Hope, Once Common Unity, Howard University Behavioral Health, Mary's Center, Latin American Youth Center, MBI, Smile, Catholic Charities, Wendt Center, and Connected Psychology. Below is a list of the schools that community-based organizations are in process or currently partnering with for SY18-19. Community-based organization staffing is unavailable at this time. However, all CBO staff are subject to background checks and license verification.

Community Based Organization	School matching
Hillcrest	Ballou, Hart, Turner, Plummer, Johnson, HD Woodson
Latin American Youth Center	Cardozo
Community of Hope	Patterson, Moten, Hendley*
One Common Unity	Eastern, Roosevelt
Howard Behavioral Health	Luke C. Moore, Washington Metropolitan
Smile	Smothers, Dunbar*
MBI	Elliot-Hines, Malcolm X, Savoy, Stanton, Kelly Miller, CW Harris, Houston, Hendley*
Catholic Charities	Ron Brown, Aiton, Noyes, Dunbar*, Oyster, Bunker Hill, Payne, Wheatley, JC Nalle, Walker-Jones
Mary's Center	Roosevelt*, HD Cooke, Barnard, Bell, Bruce Monroe, Bruce Monroe, Powell, Truesdale, Tubman
Connected Psychology	King
Wendt	As needed

\*pending agreement



Evidence-Based Intervention	Description	Eligibility Information
<b>Child-Centered Play Therapy (CCPT)</b>	CCPT is an evidence-informed, early intervention approach to help young children self-regulate emotions, develop improved executive functioning skills and increase emotional literacy using play. This school-based intervention includes a parent interview, 4 assessment sessions and 10 individual child-centered play sessions.	This program targets elementary-aged students in need of Tier II or Tier II social-emotional and/or behavioral support. Students can be referred by parents/guardians, teachers or other school staff. Students are screened using a standardized developmental assessment tool.
<b>Grief and Trauma Intervention (GTI)</b>	GTI for Children will be piloted in all elementary schools in SY 16-17. GTI is designed for children ages 7 to 12 with posttraumatic stress due to witnessing or experiencing one or more types of violence or disasters or due to experiencing or witnessing the death of a loved one, including death by homicide. GTI aims to improve symptoms of posttraumatic stress, depression and traumatic grief. The intervention is conducted with children in a group or individual format in 10 sessions of approximately 1 hour. The program also includes a parent/guardian education session.	Students are referred based on known or disclosed trauma exposure, and they must be screened for eligibility. Evidence of trauma symptomology must be determined by the clinician for participation.  Returning elementary providers who have previously received training in CCPT will receive training in GTI for SY 16-17.
<b>Cognitive Behavioral Intervention for Trauma in Schools (CBITS)</b>	CBITS is a school-based intervention for addressing specific incidents of trauma exposure. Designed for students between 5 <sup>th</sup> and 9 <sup>th</sup> grades. Students participate in 1 hour weekly group sessions for 10 weeks. Program also includes three individual sessions, two parent/guardian education sessions and one teacher education session. Services are delivered by a CBITS-trained social worker.	Students are referred based on known or disclosed trauma exposure and must be screened for eligibility. Evidence of trauma symptomology must be determined by the clinician for CBITS participation.

<p><b>Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS)</b></p>	<p>SPARCS is a school-based intervention targeting chronically traumatized adolescents experiencing chronic stress and problems in functioning (i.e., school adjustment, PTSD symptoms, etc.). This 16-week program includes weekly group sessions with a SPARCS-trained social worker.</p>	<p>Students with behavioral concerns have an increased likelihood of a trauma history. Identified students will be screened for eligibility via a trauma symptom scale and clinical interview. This is a voluntary program for middle and high school students.</p>
<p><b>Motivational Enhancement Therapy/Cognitive Behavioral Therapy (MET/CBT5) Cannabis Youth Treatment (CYT)</b></p>	<p>MET/CBT5/CYT is a school-based intervention to address cannabis use disorders. Treatment utilizes motivational enhancement therapy and cognitive behavioral therapy principles in this 5 session program for adolescents between the ages of 12 and 18. Must be delivered by trained social workers. Sessions are a combination of individual and group modalities.</p>	<p>Eligible students must meet criteria for cannabis use disorders, experience problems (including emotional, physical, legal, social or academic problems) associated with marijuana use and report marijuana use at least weekly for 3 months.</p>
<p><b>Theater Troupe/Peer Education Project (TTPEP)</b></p>	<p>TTPEP is an evidence-based prevention and peer education intervention that increases knowledge of social norms; modifies attitudes, beliefs and intentions through the examination of consequences; and promotes the development of communication and peer refusal skills related to alcohol and marijuana use.</p>	<p>Eligible students are those who are active in recovery, screened and appropriate for intervention, motivated for peer to peer experience and/or subject to exposure.</p>
<p><b>Cognitive Behavioral Therapy (CBT)</b></p>	<p>CBT is a problem-focused intervention rather than an in-depth focus on past experience. It seeks to teach children to become their own therapist. It is a type of psychotherapy in which negative patterns of thought about the self and the world are challenged in order to alter unwanted behavior patterns or treat mood disorders such as depression.</p>	<p>The facility and universality of CBT renders it appropriate for intervention with many students. Students who manifest social-emotional challenges and maladaptive behaviors may benefit from CBT intervention.</p>

<b>Love Is Not Abuse</b>	Love is not abuse is a teen dating violence and abuse prevention curriculum. This curriculum focuses on increasing students' understanding of teen dating abuse, enabling students to reach out to provide support and help others who may be involved in an abusive relationship, increasing help-seeking behavior among students and promoting healthier approaches to relationships	This curriculum is targeting 13 and older students. Students may self-identify or be screened for high risk or prevention.
<b>Seven Challenges</b>	The Seven Challenges is a comprehensive counseling program for young people that incorporates work on alcohol and other drug problems. It is designed to motivate youth to evaluate their lives, consider changes they may wish to make, and then succeed in implementing the desired changes.	This intervention targets middle and high school students. Eligible students are screened for alcohol and/or drug usage. Other students that may include students that are at high risk but not recommended in the same group as active users.
<b>Art Therapy</b>	Art therapy is a mental health profession in which clients, facilitated by the art therapist, use art media, the creative process, and the resulting artwork to explore their feelings, reconcile emotional conflicts, foster self-awareness, manage behavior and addictions, develop social skills,	This therapy is utilized with diverse client populations in individual, family, and group therapy formats. Art therapy is an effective treatment for students experiencing developmental, medical, educational, and social or psychological impairment.
<b>Bounce Back</b>	Bounce Back is a school-based group intervention for elementary students exposed to stressful and traumatic events. This program teaches students ways to cope and recover from traumatic experiences	This program meets with elementary students individually and/or a group. The group is no more than 4-7 individuals.
<b>Parent Child Interactional Therapy</b>	Parent-Child Interaction Therapy (PCIT) is a dyadic behavioral intervention for children (ages 2.0 – 7.0 years) and their parents or caregivers that focuses on decreasing externalizing child behavior problems (e.g., defiance, aggression), increasing child social skills and cooperation, and improving the parent-child attachment relationship and child social skills and cooperation.	This intervention requires parent participation and commitment for 12 sessions (minimal). Early Childhood Education students thru 2 <sup>nd</sup> graders are the best candidates for this intervention.

<b>Stewards of Children</b>	This program is a sexual abuse curriculum that educates child care professionals on the recognition, reaction, and response to child sexual abuse. The curriculum is in English and Spanish. This program utilizes testimony from survivors that scientifically researched. This program is designed to increase knowledge, improve attitudes, and change child-protective behaviors.	This curriculum is designed for any adult that works with children.
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## Psychologist (CSO)

*Certified 04-01-2018*

Pay Plan: ET - 11

Grade: ET

Union: CSO

Step/Salary: 1-10 / \$70,738 - \$103,585

Location: Washington, DC

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### **Our public school students need your expertise, passion and leadership.**

We are looking for highly motivated and skilled talent to join our team at District of Columbia Public Schools (DCPS). We seek individuals who are passionate about transforming the DC school system and making a significant difference in the lives of public school students, parents, principals, teachers, and central office employees.

DCPS serves 48,750 students in the nation's capital through the efforts of approximately 4,000 educators in 115 schools. As part of a comprehensive reform effort to become the preeminent urban school system in America, DCPS intends to have the highest-performing, best paid, most satisfied, and most honored educator force in the nation and a distinctive central office staff whose work supports and drives instructional excellence and significant achievement gains for DCPS students.

### **Position Overview**

The Psychologist provides a full range of school psychological services to children in grades Pre-K through 12, including screening and assessment, designing remedial educational programs, individual and group counseling with school staff, parents, and outside agencies as appropriate. The Psychologist functions as a member of the school's multi-disciplinary team to interpret evaluation results and determine the student's eligibility for special services, appropriate programming, and on-going progress. This position is a safety-sensitive position. As a result, throughout employment this position will be subject to the Employee Mandatory Drug and Alcohol Testing Policy.

The Psychologist (CSO) will report to the Principal.

### **Essential Duties and Responsibilities**

*The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties, and/or skills required. Other duties may be assigned.*

- Selects, administers, scores, and interprets approved individual psychological, intelligence, and behavioral measures, using instruments and procedures approved by DCPS to referred students.

- Prepares evaluation reports utilizing the format approved by DCPS; and writes reports that are meaningful to parents, teachers, and students.
- Analyzes evaluation data, student records, and information pertinent to student learning, and formulates hypotheses and conclusions relating to learning and behavioral issues.
- Participates in MDT/IEP committee meetings to interpret evaluation results to parents and school personnel.
- Serves in a consultative role with designated personnel to offer prevention and intervention strategies related to learning and behavioral problems of students; provides consultation on an on-going basis to teachers, parents, and other school personnel to resolve students' learning and behavioral problems.
- Develops appropriate interventions and strategies to assist individual students in academic growth and school adjustment.
- Screens individual student cases for proactive academic and behavioral interventions.
- Serves on the Crisis Team at assigned schools; and helps families and schools manage crises such as death, illness, or community trauma.
- Identifies, evaluates, and re-evaluates referred students with special programming needs; individual student evaluation services will require the school psychologist to include the following activities:
  - Gathers background information via record review, staff, and/or parent.
  - Interviews and observes.
  - Selects test instruments valid for student and purpose of evaluation.
  - Administers assessments.
  - Analyzes and integrates evaluation results and provides instructional and programming recommendations.
  - Presents interpretation of evaluation to parent and team.
  - Submits typed reports.
- Completes written psychological reports and parent conferences for each evaluation; and interprets psychological reports with parent/guardian.
- Consults and collaborates with parents, school personnel, and others regarding mental health, behavioral, and educational concerns:
  - Reviews needs.
  - Observes children.
  - Interviews children.
  - Assists with developing interventions.
  - Reviews progress.
  - Provides support system to parent.
  - Helps others understand child development and how it affects learning and behavior.
  - Strengthens working relationships between teachers, parents, and service providers in the community.
- Designs and develops student and classroom interventions for preventing disorders, promoting mental health and learning, and improving education programs:
  - Consults with teachers, parents, students, and/or family, depending upon problem.
  - Identifies problems.
  - Develops strategies that involve all parties.
  - Provides pre-referral interventions and strategies to SST.
  - Monitors progress, adjusting interventions as needed.
- Maintains flexibility to respond to emergency referrals.
- Provides meaningful, helpful suggestions to school personnel regarding behavior management, social skill development, conflict resolution, functional behavioral assessments/behavioral intervention planning, and instructional strategies.
- Consults with parents regarding their individual student(s).

- Assists school staff in the development of appropriate academic and vocational education plans for the student.
- Acts as a psychological consultant for other staff members and community agencies.
- Attends due process hearings as requested.
- Submits required documentation in a timely fashion, including EasyIEP reported.

*Certified 04-01-2018*

## Qualifications

- Master's Degree in School, Educational or Clinical psychology from an accredited institution, to include forty-two (42) semester hours of graduate level coursework and five hundred (500) clock hours of satisfactory field experience in a Pre-K through 12 school setting under the supervision of a certified school psychologist. See DCMR 1659.1 for additional details regarding required graduate level coursework.
- Certification as a School Psychologist by the District of Columbia Office of the State Superintendent of Education (OSSE).

## Personal Qualities of Top Candidates

- **Commitment to Equity:** Passionate about closing the achievement gap and ensuring that every child, regardless of background or circumstance, receives an excellent education.
- **Leadership:** Coaches, mentors, and challenges others to excel despite obstacles and challenging situations.
- **Focus on Data-Driven Results:** Relentlessly pursues the improvement of central office performance and school leadership, instruction, and operations, and is driven by a desire to produce quantifiable student achievement gains.
- **Innovative Problem-Solving:** Approaches work with a sense of possibility and sees challenges as opportunities for creative problem solving; takes initiative to explore issues and find potential innovative solutions.
- **Adaptability:** Excels in constantly changing environments and adapts flexibly in shifting projects or priorities to meet the needs of a dynamic transformation effort; comfortable with ambiguity and non-routine situations.
- **Teamwork:** Increases the effectiveness of surrounding teams through collaboration, constant learning and supporting others; sensitive to diversity in all its forms; respects and is committed to learning from others.
- **Dependability:** Does whatever it takes to consistently deliver with high quality under tight deadlines; successfully manages own projects through strong organization, detailed workplans, and balancing of multiple priorities.
- **Communication and Customer Service Skills:** Communicates clearly and compellingly with diverse stakeholders in both oral and written forms; anticipates and responds to customer needs in a high-quality and courteous manner.

### DCPS Notice of Nondiscrimination:

The District of Columbia Public Schools (DCPS) is committed to ensuring that all of its employees act in conformity with federal and District of Columbia nondiscrimination laws, including Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act, the District of Columbia Human Rights Act of 1977, and the Genetic Information Nondiscrimination Act of 2008.

Accordingly, DCPS does not discriminate or tolerate discrimination against employees, applicants for employment, or students on the basis of actual or perceived race, color, religion, national origin, sex (including pregnancy), age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business.

DCPS also prohibits harassment based on any of the aforementioned protected traits and retaliation against a person because he or she has complained about discrimination, filed a charge of discrimination, or participated in a discrimination investigation or lawsuit. Employees found to have engaged in prohibited discrimination, harassment, or retaliation will be subject to disciplinary action.

#### **Notice of Non-Retaliation**

District of Columbia Public Schools will not intimidate, threaten, coerce, discriminate against, retaliate or take adverse employment action against any employee, student, or volunteer that in good faith and with honest and non-malicious intent makes a report regarding potential violations of laws, regulations or policies.

Retaliation includes, but is not limited to, adverse job actions such as termination; denial of any bonus, benefit or training; reduction of salary or decrease in hours; or change in or transfer to a lesser position.

Individuals who violate this policy will be subject to the appropriate and applicable disciplinary process, up to and including termination.

The following Federal and District law concerning non-retaliation supports our Non-Retaliation Policy.

Title VII, Section 704(a), of the Civil Rights Act of 1964, as amended, states the following:

#### **(a) Discrimination for making charges, testifying, assisting, or participating in enforcement proceedings**

It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or join labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

DC Law 2-38 (Human Rights Act of 1977), Part G, Sec. 1-2525, states the following:

#### **1-2525. Coercion or retaliation**

- a. It shall be an unlawful discriminatory practice to coerce, threaten, retaliate against, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this chapter.
- b. It shall be an unlawful discriminatory practice for any person to require, request, or suggest that a person retaliate against, interfere with, intimidate or discriminate against a person, because that person has opposed any practice made unlawful by this chapter, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing authorized under this chapter.
- c. It shall be an unlawful discriminatory practice for any person to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person to prevent any person from complying with the provisions of this chapter.

DC Municipal Regulations, Title 5, (Board of Education) Subsection 1401.2(z) states the following:

(z) Retaliation for reporting harassment and sexual harassment. An employee commits an offense under this provision when he/she retaliates against any person who reports alleged harassment or sexual harassment, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or sexual harassment. An employee retaliates against a person if, as a result of action taken by the employee described in the previous sentence, 1) such person is reasonably intimidated by verbal threats or physical conduct of the employee, or 2) such person is denied an opportunity, right or privilege to which he/she would otherwise be entitled, or 3) such person is subjected to detrimental treatment to which he/she would not otherwise be subjected.

Persons filing charges of discrimination are advised of these Non-Retaliation Policy and are instructed to notify the DCPS Equal Employment Opportunity Office, 1200 First Street, NE, 10th Floor, Washington, DC 20002, 202-442-5424, if any attempt at retaliation is made.

**Americans with Disabilities Act (ADA)**

The Office of Labor Management & Employee Relations (LMER) ensures that eligible employees receive benefits and opportunities equal to those provided to non-disabled employees. LMER also ensures that eligible disabled employees receive requested reasonable accommodations. Employees with inquiries regarding ADA policies should contact the Equal Employment Opportunity Unit, District of Columbia Public Schools, 1200 First Street, NE, 10th Floor, Washington, DC 20002, (202) 442-5424.

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or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

or

The U.S. Equal Employment Opportunity Commission, 131 M Street, NE, Fourth Floor, Suite 4NWO2F, Washington, DC 20507, 1-800-669-4000

**Students, parents and guardians with concerns regarding disability discrimination should contact:**

Heather Holaday, Section 504 Coordinator, Office of Teaching and Learning, District of Columbia Public Schools, 1200 First St, NE, 8th Floor, Washington, DC 20002, 202-645-6073

or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

**Students, parents and guardians with concerns regarding sex discrimination should contact:**

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or

Assistant Secretary for Civil Rights, U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, D.C. 20202-1100, Telephone: 1-800-421-3481, TDD: 877-521-2172, FAX: 202-245-6840, Email: [OCR@ed.gov](mailto:OCR@ed.gov)

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or

D.C. Office of Human Rights, 441 4th Street, NW, Suite 570N, Washington, D.C. 20001, 202-727-4559

*Certified 04-01-2018*



## Psychologist

*Certified 04-01-2018*

Pay Plan: ET - 15 (10 Month)

Grade: ET

Union: WTU

Step/Salary: 1-16 / \$55,209 - \$108,262

Location: Washington, DC

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### **Our public school students need your expertise, passion and leadership.**

We are looking for highly motivated and skilled talent to join our team at District of Columbia Public Schools (DCPS). We seek individuals who are passionate about transforming the DC school system and making a significant difference in the lives of public school students, parents, principals, teachers, and central office employees.

DCPS serves 48,750 students in the nation's capital through the efforts of approximately 4,000 educators in 115 schools. As part of a comprehensive reform effort to become the preeminent urban school system in America, DCPS intends to have the highest-performing, best paid, most satisfied, and most honored educator force in the nation and a distinctive central office staff whose work supports and drives instructional excellence and significant achievement gains for DCPS students.

### **Position Overview**

The Psychologist provides a full range of school psychological services to children in grades Pre-K through 12, including screening and assessment, designing remedial educational programs, individual and group counseling with school staff, parents, and outside agencies as appropriate. The Psychologist functions as a member of the school's multi-disciplinary team to interpret evaluation results and determine the student's eligibility for special services, appropriate programming, and on-going progress. This position is a safety-sensitive position. As a result, throughout employment this position will be subject to the Employee Mandatory Drug and Alcohol Testing Policy.

The Psychologist will report to the Principal.

### **Essential Duties and Responsibilities**

*The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties, and/or skills required. Other duties may be assigned.*

- Selects, administers, scores, and interprets approved individual psychological, intelligence, and behavioral measures, using instruments and procedures approved by DCPS to referred students.

- Prepares evaluation reports utilizing the format approved by DCPS; and writes reports that are meaningful to parents, teachers, and students.
- Analyzes evaluation data, student records, and information pertinent to student learning, and formulates hypotheses and conclusions relating to learning and behavioral issues.
- Participates in MDT/IEP committee meetings to interpret evaluation results to parents and school personnel.
- Serves in a consultative role with designated personnel to offer prevention and intervention strategies related to learning and behavioral problems of students; provides consultation on an on-going basis to teachers, parents, and other school personnel to resolve students' learning and behavioral problems.
- Develops appropriate interventions and strategies to assist individual students in academic growth and school adjustment.
- Screens individual student cases for proactive academic and behavioral interventions.
- Serves on the Crisis Team at assigned schools; and helps families and schools manage crises such as death, illness, or community trauma.
- Identifies, evaluates, and re-evaluates referred students with special programming needs; individual student evaluation services will require the school psychologist to include the following activities:
  - Gathers background information via record review, staff, and/or parent.
  - Interviews and observes.
  - Selects test instruments valid for student and purpose of evaluation.
  - Administers assessments.
  - Analyzes and integrates evaluation results and provides instructional and programming recommendations.
  - Presents interpretation of evaluation to parent and team.
  - Submits typed reports.
- Completes written psychological reports and parent conferences for each evaluation; and interprets psychological reports with parent/guardian.
- Consults and collaborates with parents, school personnel, and others regarding mental health, behavioral, and educational concerns:
  - Reviews needs.
  - Observes children.
  - Interviews children.
  - Assists with developing interventions.
  - Reviews progress.
  - Provides support system to parent.
  - Helps others understand child development and how it affects learning and behavior.
  - Strengthens working relationships between teachers, parents, and service providers in the community.
- Designs and develops student and classroom interventions for preventing disorders, promoting mental health and learning, and improving education programs:
  - Consults with teachers, parents, students, and/or family, depending upon problem.
  - Identifies problems.
  - Develops strategies that involve all parties.
  - Provides pre-referral interventions and strategies to SST.
  - Monitors progress, adjusting interventions as needed.
- Maintains flexibility to respond to emergency referrals.
- Provides meaningful, helpful suggestions to school personnel regarding behavior management, social skill development, conflict resolution, functional behavioral assessments/behavioral intervention planning, and instructional strategies.
- Consults with parents regarding their individual student(s).

- Assists school staff in the development of appropriate academic and vocational education plans for the student.
- Acts as a psychological consultant for other staff members and community agencies.
- Attends due process hearings as requested.
- Submits required documentation in a timely fashion, including EasyIEP reported.

*Certified 04-01-2018*

## Qualifications

- Master's Degree in School, Educational or Clinical psychology from an accredited institution, to include forty-two (42) semester hours of graduate level coursework and five hundred (500) clock hours of satisfactory field experience in a Pre-K through 12 school setting under the supervision of a certified school psychologist. See DCMR 1659.1 for additional details regarding required graduate level coursework.
- Certification as a School Psychologist by the District of Columbia Office of the State Superintendent of Education (OSSE).

## Personal Qualities of Top Candidates

- **Commitment to Equity:** Passionate about closing the achievement gap and ensuring that every child, regardless of background or circumstance, receives an excellent education.
- **Leadership:** Coaches, mentors, and challenges others to excel despite obstacles and challenging situations.
- **Focus on Data-Driven Results:** Relentlessly pursues the improvement of central office performance and school leadership, instruction, and operations, and is driven by a desire to produce quantifiable student achievement gains.
- **Innovative Problem-Solving:** Approaches work with a sense of possibility and sees challenges as opportunities for creative problem solving; takes initiative to explore issues and find potential innovative solutions.
- **Adaptability:** Excels in constantly changing environments and adapts flexibly in shifting projects or priorities to meet the needs of a dynamic transformation effort; comfortable with ambiguity and non-routine situations.
- **Teamwork:** Increases the effectiveness of surrounding teams through collaboration, constant learning and supporting others; sensitive to diversity in all its forms; respects and is committed to learning from others.
- **Dependability:** Does whatever it takes to consistently deliver with high quality under tight deadlines; successfully manages own projects through strong organization, detailed workplans, and balancing of multiple priorities.
- **Communication and Customer Service Skills:** Communicates clearly and compellingly with diverse stakeholders in both oral and written forms; anticipates and responds to customer needs in a high-quality and courteous manner.

### DCPS Notice of Nondiscrimination:

The District of Columbia Public Schools (DCPS) is committed to ensuring that all of its employees act in conformity with federal and District of Columbia nondiscrimination laws, including Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act, the District of Columbia Human Rights Act of 1977, and the Genetic Information Nondiscrimination Act of 2008.

Accordingly, DCPS does not discriminate or tolerate discrimination against employees, applicants for employment, or students on the basis of actual or perceived race, color, religion, national origin, sex (including pregnancy), age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business.

DCPS also prohibits harassment based on any of the aforementioned protected traits and retaliation against a person because he or she has complained about discrimination, filed a charge of discrimination, or participated in a discrimination investigation or lawsuit. Employees found to have engaged in prohibited discrimination, harassment, or retaliation will be subject to disciplinary action.

#### **Notice of Non-Retaliation**

District of Columbia Public Schools will not intimidate, threaten, coerce, discriminate against, retaliate or take adverse employment action against any employee, student, or volunteer that in good faith and with honest and non-malicious intent makes a report regarding potential violations of laws, regulations or policies.

Retaliation includes, but is not limited to, adverse job actions such as termination; denial of any bonus, benefit or training; reduction of salary or decrease in hours; or change in or transfer to a lesser position.

Individuals who violate this policy will be subject to the appropriate and applicable disciplinary process, up to and including termination.

The following Federal and District law concerning non-retaliation supports our Non-Retaliation Policy.

Title VII, Section 704(a), of the Civil Rights Act of 1964, as amended, states the following:

#### **(a) Discrimination for making charges, testifying, assisting, or participating in enforcement proceedings**

It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or join labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

DC Law 2-38 (Human Rights Act of 1977), Part G, Sec. 1-2525, states the following:

#### **1-2525. Coercion or retaliation**

- a. It shall be an unlawful discriminatory practice to coerce, threaten, retaliate against, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this chapter.
- b. It shall be an unlawful discriminatory practice for any person to require, request, or suggest that a person retaliate against, interfere with, intimidate or discriminate against a person, because that person has opposed any practice made unlawful by this chapter, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing authorized under this chapter.
- c. It shall be an unlawful discriminatory practice for any person to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person to prevent any person from complying with the provisions of this chapter.

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*Certified 04-01-2018*

## SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of January 12, 2018 (the “Effective Date”), is made by and between DC Public Education Fund (“DCPEF”), a District of Columbia not-for-profit corporation with offices at 3407 14th Street, N.W., Washington, DC 20010, and 2Revolutions, LLC (“2Rev”), a mission-driven for-profit corporation with offices at 77 Broadview Ave, New Rochelle, NY 10804 (each a “Party,” and collectively the “Parties”). In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. Services to be Provided

1.1 Description of Services. 2Rev shall provide the services described in the statement of work attached hereto as Exhibit A (the “Statement of Work”). The term “Services” refers to all work provided by 2Rev hereunder, including, without limitation, the design, development and delivery of Work Products (defined in Section 1.2 below) to DCPEF. 2Rev shall provide Services in accordance with the terms and conditions of this Agreement and such other directions as DCPEF may provide from time to time. 2Rev shall provide Services in accordance with any schedule set forth in the Statement of Work, except as DCPEF may direct otherwise, and if no schedule is set forth in the Statement of Work, 2Rev shall perform Services promptly upon DCPEF’s request. 2Rev shall use its best efforts to provide Services in as efficient a manner as reasonably possible.

1.2 Work Products. 2Rev shall prepare the Work Product identified in the Statement of Work, if any, and such other Work Products as DCPEF may from time to time direct. If, upon completion of any Work Product, DCPEF notifies 2Rev that the Work Product does not conform to the requirements set forth in the Statement of Work or other requirements agreed to by the Parties, 2Rev promptly shall correct deficiencies in the Work Product to DCPEF’s reasonable satisfaction at no cost to DCPEF. The term “Work Product” means reports, logos, designs, documentation, software, databases, data, inventions, ideas, trademarks, copyrights and all other work products or intellectual property created or made by or on behalf of 2Rev in providing Services.

1.3 2Rev understands that the Services it is providing may be for the benefit of the District of Columbia public school system (“DCPS”) and that DCPEF, although arranging to donate 2Rev’s Services to DCPS, is in no way associated with DCPS. DCPEF agrees that 2Rev may take direction from DCPS solely to the extent the directions are within the scope of the Services described in Exhibit A and are consistent with 2Rev’s obligations to provide quality Services. 2Rev agrees to notify DCPEF if DCPS provides any directions that are inconsistent with Exhibit A or would reasonably be considered to be inadvisable, including because it would adversely affect the quality, timeliness or efficiency of 2Rev’s performance of the Services. 2Rev acknowledges and agrees that, to the extent its Personnel (as defined in Section 2.1 below) interact with employees of

DCPS or require access to any facilities of DCPS, 2Rev will become aware of and comply with all requirements of DCPS in connection with such interaction and access. While DCPEF may elect to assist 2Rev in arranging access to such facilities and Personnel, 2Rev agrees that to the extent required as part of the Services it is 2Rev's responsibility to arrange and secure such access. 2Rev represents and warrants to DCPEF that 2Rev and its Personnel (whether or not assigned to perform Services hereunder) have never been debarred from providing Services to any governmental authority and that 2Rev and its Personnel have never been convicted of any crime of moral turpitude, whether or not with a minor.

## 2. Personnel

2.1 Personnel. 2Rev shall provide the Services through fully trained and competent employees and independent contractors (collectively "Personnel") having a skill level appropriate for the Services to be provided.

2.2 Performance of Personnel. If DCPEF becomes dissatisfied with the performance of any Personnel providing Services, DCPEF may notify 2Rev of the details of the unsatisfactory performance, and the Parties shall cooperate to remedy the problem as soon as reasonably possible.

2.3 No Employment Relationship. At no time shall DCPEF be deemed to be the employer of Personnel, even if DCPEF personnel may supervise such Personnel in providing Services at DCPEF's offices and even if 2Rev's Personnel may supervise DCPEF's personnel.

## 3. Payment

3.1 Fixed Fee. 2Rev shall perform all Services for the fixed fee of U.S. \$75,250.00 (**seventy-five thousand two hundred fifty dollars**). DCPEF shall have no obligation to pay any amount (or to reimburse any expenses) in addition to such fixed fee unless DCPEF has agreed in advance in writing to pay such additional amount. On the schedule set forth in Exhibit A, or if no invoicing schedule is set forth in Exhibit A, upon the completion of all Services, 2Rev shall provide to DCPEF a detailed invoice identifying Services provided and indicating all payments to which 2Rev then is due under Sections 3.1 and 3.2. In the event that the Parties agree that changes in the Services to be performed hereunder are advisable because of results observed, or because of either Party's request, and if such changes result in increased or decreased costs for 2Rev, then the Parties shall negotiate in good faith and agree in writing on an equitable increase or decrease, as applicable, to the fixed fee.

3.2 Expenses. The DCPEF shall reimburse 2Rev for out-of-pocket expenses incurred by 2Rev that have been approved by DCPEF in writing and that are actually incurred by 2Rev in providing Services. Notwithstanding the foregoing, in no event shall DCPEF be obligated to pay for any expenses hereunder in excess of **\$16,750** unless DCPEF agrees otherwise in writing.

3.3 Taxes. DCPEF shall pay or reimburse 2Rev for any taxes, such as sales or use taxes, assessed on the basis of Services provided to DCPEF or payments made by DCPEF under this Agreement, except taxes based on 2Rev's net income or gross receipts. 2Rev or its Personnel shall pay, and DCPEF shall not reimburse, any taxes arising from the employment or contractual relationship between 2Rev and its Personnel.

3.4 Complete Compensation. The payments required by Sections 3.1 through 3.3 shall constitute 2Rev's complete compensation for providing Services. There shall be no additional charges, such as for office supplies, use of equipment, secretarial support, overtime or holiday pay, insurance, overhead or the like.

3.5 2Rev's Records. During the term of this Agreement, 2Rev shall keep and maintain complete and accurate records, books of account, reports and other data necessary for the proper administration of this Agreement, including complete and accurate records of the time Personnel spend providing the Services and the expenses 2Rev incurs. 2Rev shall retain such records and, if applicable, all other written materials prepared by 2Rev, during the term of this Agreement and for three (3) years after the expiration or termination of this Agreement and for any additional time required by governmental authorities with jurisdiction over 2Rev.

3.6 Invoices. DCPEF shall pay all undisputed amounts set forth in each invoice within thirty days after DCPEF's receipt of such invoice.

3.7 Audit. DCPEF or its designee shall have the right, upon reasonable notice to 2Rev, during the term of this Agreement and for three (3) years following the expiration, termination or cancellation hereof, to audit and inspect, or to have its designated auditor or representative audit and inspect, 2Rev's books, records and other materials with respect to compensation, Services and Work Product. If any audit or inspection reveals an error or irregularity in the compensation payable to 2Rev hereunder, an appropriate adjustment shall be made promptly by the appropriate Party. DCPEF shall pay for any audit or inspection; provided, however, that 2Rev shall pay all expenses incurred by 2Rev in supporting the audit and inspection, unless such audit or inspection reveals a discrepancy in the amounts owed to 2Rev hereunder of greater than five (5) percent, in which case 2Rev shall pay for all such audit or inspection costs incurred by DCPEF and 2Rev.

#### 4. Proprietary Rights

4.1 Original Work. All Work Product shall be the original work of 2Rev and its Personnel. 2Rev shall not disclose to DCPEF or induce DCPEF to use the trade secrets of others.

4.2 Works Made for Hire. To the extent applicable, all Work Products that are works of authorship shall be deemed "works made for hire" within the meaning of the copyright laws of the United States and any similar laws of other jurisdictions, and DCPEF shall own all right, title and interest in and to such Work Products. DCPEF shall also own all right, title and interest in and to Work Products that are not so deemed "works made for hire." 2Rev acknowledges and agrees that DCPEF may use all Work Products for any purpose that DCPEF deems appropriate. 2Rev agrees that it shall not claim that any Work Product is confidential information of 2Rev or that 2Rev otherwise has rights in or to such Work Product.

4.3 Assignment of Rights. To the extent, if any, that 2Rev or its Personnel have rights in Work Product notwithstanding the provisions of Sections 4.2, 2Rev hereby irrevocably assigns to DCPEF, and agrees that DCPEF shall be the sole and exclusive owner of, all right, title and interest in and to such Work Product, including without limitation all patent, copyright, trademark, trade secret and other proprietary rights therein that may be secured in any place under laws now or hereafter in effect. Upon the request of DCPEF, 2Rev shall sign and deliver any assignments or other necessary documents and otherwise assist DCPEF to obtain, maintain, perfect or enforce any of DCPEF's rights hereunder.

4.4 2Rev's Agreement with Personnel. 2Rev shall have valid and enforceable written agreements with all Personnel providing Services containing a nondisclosure obligation comparable in scope to Article 5 and giving 2Rev all rights and authority necessary to effectuate the provisions of this Article 4.

#### 5. Confidentiality

5.1 Definition of Confidential Information. The term "Confidential Information" means all material or information relating to DCPEF's donors, data, marketing strategies, trade secrets, and operations and affairs that DCPEF treats as confidential. Without limiting the generality of the foregoing, Work Product shall be deemed to be Confidential Information of DCPEF.

5.2 Use of Confidential Information. 2Rev shall not use DCPEF's Confidential Information for any purpose other than in accordance with this Agreement and shall not disclose such Confidential Information to any person other than its Personnel who have a need to know such Confidential Information in order to perform Services and who are subject to a nondisclosure obligation comparable in scope to this Article 5.

5.3 Disclosure of Confidential Information. Notwithstanding Section 5.2, 2Rev may use for any purpose or disclose any material or information that it can demonstrate (i) is or becomes publicly known through no act or fault of 2Rev; (ii) is developed independently by 2Rev without access to or knowledge of DCPEF's Confidential Information; (iii) is known by 2Rev when disclosed by DCPEF if 2Rev does not then have a duty to maintain its confidentiality; or (iv) is rightfully obtained by 2Rev from a third party not obligated to preserve its confidentiality who did not receive the material or information directly or indirectly from DCPEF. 2Rev also may disclose Confidential Information of DCPEF to the extent required by a court or other governmental authority, provided that 2Rev uses reasonable efforts to resist disclosing the Confidential Information.

5.4 Injunctive Relief. 2Rev acknowledges that its breach of Article 4 or this Article 5 would cause DCPEF irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, DCPEF shall be entitled to seek injunctive relief in addition to any other remedies it may have at law or in equity.

5.5 Return of Confidential Information. Upon DCPEF's request at any time or upon expiration or termination of this Agreement, 2Rev shall return all of DCPEF's Confidential Information in its possession or under its control in accordance with DCPEF's directions and shall not thereafter retain any copies of Confidential Information of DCPEF.

## 6. Representations, Warranties and Covenants

6.1 Authority Relative to this Agreement. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement.

6.2 Standard of Performance. 2Rev represents, warrants and covenants that Services shall be provided in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by nationally-recognized firms in performing services of a similar nature.

6.3 No Infringement of Third Party Rights. 2Rev represents, warrants and covenants that to the best of its knowledge Work Product and DCPEF's use of Work Product will not infringe or misappropriate any patent, copyright, trademark, trade secret, or other proprietary right of any third party or otherwise conflict with the rights of any third party and that 2Rev has all necessary rights and authorizations to grant DCPEF rights in and to such Work Product in accordance with Article 4.

6.4 Compliance With Applicable Laws. 2Rev represents, warrants and covenants that it shall comply with all laws and regulations applicable to its provision of Services. 2Rev shall obtain and maintain, at its expense, all licenses, permits and approvals necessary for it to provide Services.

## 7. Indemnity

2Rev shall defend, indemnify and hold harmless DCPEF, its affiliates, and its and their respective directors, officers, attorneys, agents, employees and assigns from and against all claims, liabilities, suits, losses, damages and expenses, including without limitation costs and reasonable attorneys' fees (collectively,

"Claims"), relating to or resulting from any of (i) any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, or other proprietary right by Work Product; (ii) 2Rev's failure to comply with all laws and regulations applicable to its provision of Services, or failure to obtain and maintain all licenses, permits and approvals necessary for it to provide Services; (iii) 2Rev's or its Personnel's negligence or willful misconduct; or (iv) 2Rev's breach of or failure to perform under this Agreement, including without limitation 2Rev's breach of any of its representations, warranties or covenants set forth in this Agreement. 2Rev shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided, however, that the indemnified parties shall have the right to participate in any such litigation insofar as it concerns Claims against them. That right to participate shall include the right to select and retain counsel to represent them at their expense.

#### 8. Insurance

During the term of this Agreement, 2Rev shall maintain commercially reasonable amounts of insurance appropriate given 2Rev's obligations hereunder. Upon request, 2Rev will provide DCPEF with evidence of such insurance.

#### 9. Term and Termination of this Agreement

9.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for nine (9) months.

9.2 Termination for Breach. If either Party materially breaches this Agreement and fails to remedy that breach within ten (10) days of receiving notice of that breach from the other Party, the non-breaching Party may terminate this Agreement upon notice to the breaching Party.

9.3 Termination for Convenience. The DCPEF may, in its sole discretion, terminate this Agreement at any time, in whole or in part, upon thirty (30) days notice to 2Rev.

9.4 Effect of Termination. Upon the expiration or termination of this Agreement, 2Rev shall cease providing Services and promptly shall deliver to DCPEF all Work Product, whether completed or work in progress. 2Rev shall not retain any copies of Work Product. Provided this Agreement was not terminated as the result of a breach by 2Rev, 2Rev may invoice DCPEF in accordance with Article 3, and in such event DCPEF shall pay 2Rev, for any Services satisfactorily performed and expenses properly incurred prior to notice of termination.

#### 10. Notices

10.1 Delivery of Notices. All notices sent under this Agreement shall be in writing and (i) hand delivered; (ii) transmitted by legible telecopy with a copy sent concurrently by certified mail, return receipt requested; or (iii) delivered by prepaid priority delivery service.

10.2 Addresses for Notices. Notices shall be sent to the Parties at the following addresses or such other addresses as the Parties subsequently may provide:

If to DCPEF: DC Public Education (DCPEF)  
3407 14th Street, N.W.  
Washington, DC 20010

Attention: Jeanie Lee  
Telephone: (202) 445-7777

If to 2Rev: 2Revolutions  
77 Broadview Avenue  
New Rochelle, NY 10804

Attention: Todd Kern  
Telephone: (917) 640-7608

11. Miscellaneous

11.1 Publicity; Use of Names. Neither Party shall, without the prior written approval of the other Party, (i) advertise or otherwise publicize the existence or terms of this Agreement, or any other aspect of the relationship between DCPEF and 2Rev, or (ii) use the other Party's name or any trade name, trademark or service mark belonging to the other Party in press releases or in any form of advertising.

11.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. For the adjudication of any disputes arising under this Agreement, the Parties hereby consent to personal jurisdiction and venue in federal and state courts located in the District of Columbia.

11.3 Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. The Parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

11.4 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy, nor shall the failure to assert any right or remedy constitute a waiver of that right or remedy.

11.5 Assignment. 2Rev may not assign any of its rights or obligations, or subcontract or otherwise delegate any of its rights, obligations, or duties under this Agreement without the prior written consent of DCPEF.

11.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

11.7 Relationship of the Parties. 2Rev is an independent contractor. Nothing in this Agreement is intended or shall be deemed to create an association, partnership, joint venture, agency or employer and employee relationship between the Parties, or to authorize either Party to act as agent for the other or to enter into contracts on behalf of the other.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.

11.9 Survival. Sections 3.5, 3.6, 3.7, 4, 5, 6, 7, 10, and 11.2 shall remain in effect after the expiration or termination of this Agreement.

11.10 Amendments. This Agreement may be modified or amended only by written agreement of the Parties.

11.11 Entire Agreement. This Agreement (including any exhibits hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior agreements between the Parties concerning such subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers.

DC Public Education (DCPEF)

2Revolutions

By: 

By: 

Name: Jeanie Lee

Name: Todd Kern

Title: Executive Dir.

Title: Founder & Partner

**EXHIBIT A  
Statement of Work**

**Deliverables and Budget for the DCPS Design Lab: Phase I, January - June 2018**

**Overview**

Founded in 2008, 2Revolutions is a national education design and support organization that designs, launches and supports Future of Learning models and systems. We work with forward-thinking schools, districts, communities and states to help them build capacity to transform toward their Future of Learning. We have successfully led more than 250+ unique design engagements in 30+ states over the past five years. Our core expertise is working with school and school districts to do just the type of work DCPS seeks.

In this engagement, 2Revolutions will support district staff, and participants in the DC Public Schools Design Lab to accelerate the increase in excellent schools in DCPS by providing great leaders with the resources, support, and time they need to launch innovative school options.

**Partnership Priorities**

In this engagement, 2Revolutions and DCPS will focus on 8 main priorities toward supporting innovative school models across the district:

1. Develop design principles to guide program development phase and bring coherence to DCPS priorities.
2. Support the recruitment and selection a cohort of 6-10 school teams who are interested in redesigning their current school for 2018-19, or launching new DCPS schools in 2019-20.
3. Design professional development workshops that expose selected school teams to innovative national models, and engage them in rigorous learning experiences that support the teams in envisioning and implementing new school models in DCPS.
4. Provide participating school teams with opportunities and support to design and prototype their ideas within DCPS.
5. Support participating school teams in developing/submitting proposals for school transformation or creation in DCPS before the end of the 2017-18 school year.
6. Develop capacity of school teams selected for the school transformation or creation route to implement their model by providing them with differentiated coaching and resources they need to implement their vision.
7. Collaborate with the Office of School Design and Continuous Improvement and other DCPS stakeholders on ongoing program improvement for transparency, collaboration, and capacity building.
8. Collect and analyze data to monitor and improve programmatic outcomes throughout the year.

**Deliverables**

Driven by these 8 priorities, 2Revolutions will execute the following deliverables.

Priority	Deliverable
1. Develop design principles to guide program development phase and bring coherence to DCPS priorities	<ul style="list-style-type: none"> <li>• <b>2Revolutions will support DCPS in engaging key stakeholders to develop the design principles for this work by:</b> <ul style="list-style-type: none"> <li>○ Developing questions for user/stakeholder interviews in DCPS</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Planning to facilitate a half day of interviews with DCPS stakeholders by the end of January 2018</li> <li>○ Sharing exemplar design principles from other districts with DCPS team</li> <li>○ Developing a process that utilizes DCPS stakeholder engagement, and best practices, to develop DCPS design principles.</li> </ul>
<p>2. Support the recruitment and selection of a cohort of 6-10 school teams who are interested in redesigning their current school for 2018-19, or launching new DCPS schools in 2019-20.</p>	<ul style="list-style-type: none"> <li>● <b>2Revolutions will support DCPS in the design of the recruitment and selection process by:</b> <ul style="list-style-type: none"> <li>○ Sharing recruitment and selection resources (e.g., application templates, recruitment language for school teams, selection rubrics for new and experienced leaders)</li> <li>○ Providing feedback on DCPS generated materials</li> <li>○ Support DCPS in developing materials for an info session</li> <li>○ Engage with school teams interested in learning more about the pilot (either by attending info sessions (in-person if they coincide with travel or virtually), participating in follow up phone or video conversations with strong applicants, etc. in February 2018</li> </ul> </li> </ul>
<p>3. Design professional development workshops that expose selected school teams to innovative national models, and engage them in rigorous learning experiences that support the teams in envisioning and implementing new school models in DCPS.</p>	<ul style="list-style-type: none"> <li>● <b>Program Arc</b> <ul style="list-style-type: none"> <li>○ Use stakeholder interviews and DCPS priorities to develop a differentiated program arc for the four workshops (topics and key objectives), six days total</li> </ul> </li> <li>● <b>2Revolutions will design and facilitate four workshop experiences for selected school teams to take place each month between March 2018 and August 2018, for six days total.</b> <ul style="list-style-type: none"> <li>○ Sharing high level session objectives and overview for each session for feedback from DCPS team during program development phase</li> <li>○ Developing all activities and resources for workshops</li> <li>○ Identifying opportunities for differentiation within sessions and schools develop unique models/design approaches</li> <li>○ Provide multiple opportunities to receive and incorporate DCPS feedback on both high-level objectives/overviews, and associated session plans/materials</li> </ul> </li> <li>● <b>Facilitate four workshops (over six days) from March 2018 - August 2018 for 6-10 DCPS School Teams that</b></li> </ul>

	<p><b>prepare teams to develop school transformation or creation plans</b></p> <ul style="list-style-type: none"> <li>○ Workshop 1 - one full-day, in person workshop in D.C.</li> <li>○ Workshop 2 - two days to visit 3-4 innovative models for learning, plus afternoon workshops in D.C.</li> <li>○ Workshop 3 - one full-day, in person workshop in D.C.</li> <li>○ Workshop 4 - two full-days, in person ~1 week apart with team work between days in D.C.</li> </ul> <ul style="list-style-type: none"> <li>• <b>2Revolutions will develop DCPS specific InspirEd courses for school teams on the school transformation and school creation track</b></li> <li>• <b>2Revolutions will monitor progress of workshops and further support the district capacity building through:</b> <ul style="list-style-type: none"> <li>○ Providing reports on school team deliverables from workshops and InspirEd usage</li> <li>○ Providing reports on coaching sessions</li> <li>○ Maintaining digital systems to support efficiency and alignment</li> <li>○ Providing strategies for the DCPS team to use in follow up school visits/coaching sessions with school teams</li> </ul> </li> </ul>
<p>4. Provide participating school teams with opportunities and support to prototype their ideas within DCPS before the end of the 2017-18 school year.</p>	<ul style="list-style-type: none"> <li>• <b>2Revolutions will provide feedback and thought-partnership to DCPS teams on their prototype designs during workshop</b> <ul style="list-style-type: none"> <li>○ Workshops will be designed so that there is time for in-person, real-time feedback as teams develop their prototype designs</li> <li>○ Coaching sessions between workshops are another opportunity to provide feedback</li> </ul> </li> <li>• <b>2Revolutions will provide coaching and follow up to support implementation of prototypes and ongoing iteration/revision through coaching between sessions</b> <ul style="list-style-type: none"> <li>○ Each team will have a one-hour virtual coaching session between each workshop</li> <li>○ Each team will get one in-person coaching session, most likely between workshops three and four</li> </ul> </li> </ul>
<p>5. Support participating school teams in developing/submitted proposals for school transformation or creation in DCPS.</p>	<ul style="list-style-type: none"> <li>• <b>Support DCPS in developing the gateway applications that will be used to evaluate school teams' vision,</b></li> </ul>

	<p><b>progress, and capacity to implement their school creation and/or transformation plans</b></p> <ul style="list-style-type: none"> <li>• <b>2Revolutions will support DCPS teams in developing school creation and school transformation applications that school teams will complete to receive approval to move forward with their ideas by March 2018</b> <ul style="list-style-type: none"> <li>○ Sharing previous application templates, resources,</li> <li>○ Providing feedback on draft school team plans</li> </ul> </li> </ul>
<p>6. Develop capacity of school teams selected for the school transformation or creation route to implement their model by providing them with differentiated coaching and resources they need to implement their vision.</p>	<ul style="list-style-type: none"> <li>• <b>2Revolutions will provide differentiated coaching support to participating schools</b> <ul style="list-style-type: none"> <li>○ School teams will receive 1 hour of coaching following Workshops 2 and 3 with their coach. The structure of coaching (in-person vs. virtual) will be differentiated based on the needs of the team.</li> <li>○ Teams will have access to Talent Cloud Experts during the development of their school transformation and/or school creation plans.</li> <li>○ School teams will receive one half-day in person visit from their coach</li> <li>○ School teams will have access to targeted resources on InspirEd</li> </ul> </li> </ul>
<p>7. Collaborate with the Office of School Design and Continuous Improvement and other DCPS stakeholders on ongoing program improvement for transparency, collaboration, and capacity building.</p>	<ul style="list-style-type: none"> <li>• <b>2Revolutions will hold a weekly check-in with the DCPS Innovation and School Design team</b></li> <li>• <b>2Revolutions will collaborate with DCPS to design and facilitate two two-hour stepbacks with senior DCPS leadership to:</b> <ul style="list-style-type: none"> <li>○ Review program progress data</li> <li>○ Decide on program refinements and adjustments</li> <li>○ Monitor and offer feedback on partnership protocols and ways of working</li> <li>○ Share emerging data from schools in alignment to their vision</li> </ul> </li> </ul>
<p>8. Collect and analyze data to monitor and improve programmatic outcomes throughout the year.</p>	<ul style="list-style-type: none"> <li>• <b>2Revolutions will support DCPS in developing a “learning agenda” which will articulate what DCPS is trying to learn about innovation and about specific team progress across the project.</b></li> <li>• <b>Specific areas to address will include:</b> <ul style="list-style-type: none"> <li>○ Conditions in schools needed for effective prototyping</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Structures for the DCPS team to use when conducting school visits to share feedback on school team progress</li> <li>○ Guarantees school teams have the resources they need to develop high quality plans and proposals for school creation and transformation</li> <li>• <b>Specific tools may include:</b> <ul style="list-style-type: none"> <li>○ Observations and interviews during workshops and with coaches</li> <li>○ Surveys</li> <li>○ Tool development such as interview protocols, school observations for the DCPS team to use</li> </ul> </li> </ul>
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**Phase 1 Budget**

Restated: 2Rev Staff & Time Allocation			
Activity	Resources	Days Allocated	Cost
Design Principle Development and Overall Program Development	Partner	1 day	\$8,800
	Principal	2 days	
	Project Associate	2 days	
Develop spring/summer cohort experience including content and in-person workshops	Partner	2 days	\$19,400
	Principal	3 days	
	Senior Consultant	3 days	
	Project Associate	3 days	
Deliver four cohort workshops (6 days total) during spring/summer	Partner	4 days	\$28,300
	Principal	5 days	
	Project Associate	7 days	

	Access to InspirED	Included	
Coaching, including 1 hour per team between each session plus one half-day in-person visit	Senior Coach	7 days	\$11,200
Sub-Total			\$67,700

Phase 1 Budget		
Item	Notes	Amount
2Rev Staff Time	See updated calculations above	\$67,700
Printing, Supplies, Publications	Includes 4 books per participant	\$5,550
Charter buses for workshop 2	2 days of local school visits	\$2,000
Total		\$75,250
2Rev Travel		\$10,000
Food for workshops	Coffee, lunch and snacks at \$22.50/day in DC x 6 days x 50 people	\$6,750
Grand Total		<b>\$92,000</b>

Summary of budget implications:

- Assume no travel to NYC; all workshops will take place in D.C.
- Ben Rayer will facilitate workshop 1, one day of workshop 2, workshop 3, one day of workshop 4; Margaret will be at all workshop days except she will only be at one day of workshop 4 (alternating with Ben)
- Elizabeth Stephens will be doing support virtually for workshop 4
- 2Rev will have two days allocated for charter bus use to visit schools; if 2Revs chooses to visit schools another day, participants will need to coordinate transportation (and 2Rev would require it only on a day with one school visit)
- 2Rev will get creative on food as 2Rev has \$22.50/person allocated per day

Compensation:

Compensation Date	Compensation Amount
Upon Contract Execution	\$37,625
Upon Completion of Deliverables	\$37,625

Please submit a final invoice at the completion of duties. The invoice must include the numbers of hours worked each week under this Services Agreement. Date of pay depends on timely submission of invoice and disbursement with required signature, and may vary depending on calendar of DC Public Education Fund's Executive Director, Managing Director, Accountant, and Treasurer.

OFFICE OF THE CHIEF TECHNOLOGY OFFICER  
GOVERNMENT OF THE DISTRICT OF COLUMBIA



**MOU Executive Brief**  
**OCTO Division**

**OCTO Deputy/Executive:**

Carol Harrison

**Program Manager:**

Anil Sharma

**Agency:**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS)

**Dollar Amount:**

\$1,079,880.00

**Date Submitted:**

Nov 9 2017 11:28AM

**eMOU#:**

TO0GA0-2018-0993

**Project Description:**

This is the Second Modification of the First Addendum to an existing Memorandum of Understanding (MOU), effective March 26, 2015, made by and between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS), the "Parties," for the provision of Internet and Wide Area Network (WAN) connectivity, and which has been previously modified by a First Addendum effective March 8, 2016.

**Risks:**

**Challenges:**

**Urgency:**

Normal

Rush

Expedite



**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

AND

**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY  
OFFICER**

**FOR FISCAL YEAR 2018**

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**MOU Number: TO0GA0-2018-0993**

**I. NON-ELECTRONIC MOU**

This MOU is marked as Non-Electronic(Paper) type. Please refer the attachments for this MOU to find related documents.

**IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:**

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

Date:

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Watson, Carla (DCPS)

**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**

Date:

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CTO

Vemulapalli, Archana (OCTO)

**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of District of Columbia

**MOU** TO0GA0-2018-0993 **Date of** 11/09/2017  
**Number:** **MOU:**

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**Buyer Information**

Agency DCPS Agency GA0  
Name: Code:  
Name of Donald Sink Address: 1200 First St NE  
Contact:  
Telephone #: (202) 442 5001 Fax #:

*Donald Sink* Date: 11/16/2017

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Signature

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**Seller Information**

Agency OCTO Agency TO0  
Name: Code:  
Name of philpeng Address: 200 I ST, SE WASHINGTON, DC  
Contact: 20003  
Telephone #: Fax #:

*philpeng* Date: 11/16/2017

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Signature

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**Service Information and Funding Codes**

GOOD/ WAN SERVICES  
SERVICE:

**Buyer**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
GA0	18	2217	0101	2217L	ZZ17 L	0409	0409	NA	NA	NA	NA	NA	\$1,079,880.00

**Seller**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
TO0	18	4000	2308	8DGA2	40036	4600	4600		8DCT GA/02				\$1,079,880.00

**eMOU Approval History**

1/18/2019 6:33:52  
PM

**TO0GA0-2018-0993**

Step Name	Name	Status Name	Status Date	Comments
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MOU Author Review	David Clow (OCTO) (OCTO)	Approved	11/9/2017 11:28:15 AM	approved
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IDSR Form Signature - Buyer Agency	Donald Sink, AFO (OCFO)	Signed	11/16/2017 2:37:11 PM	
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IDSR Form Signature - OCTO	Phil Peng, AFO (OCFO)	Signed	11/27/2017 4:20:50 PM	
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DISTRICT OF COLUMBIA PUBLIC SCHOOLS

# 7101

ABSTRACT OF CORRESPONDENCE

THE OFFICE OF THE GENERAL COUNSEL

2017 MAY 16 AM 9:12

**TO:** Chancellor Wilson  
**FROM:** Information Technology, Office of the Chief Operating Officer  
**DATE:** Thursday, April 06, 2017  
**SUBJECT:** Wide Area Network (WAN) and Internet Gateway FY 18 Contract Extension Memorandum of Understanding (MOU) with the Office of the Chief Technology Officer (OCTO)

1. Summary of Key Points (Brief):

IT has an ambitious goal to upgrade the DCPS' gateway to 10 Gbps from 3 Gbps and the access of 97 schools (all of the sites with the infrastructure to handle the speed) from 100Mbps to 1 Gbps during the FY18 school year via the attached addendum to the original MOU with the Office of the Chief Technology Officer (OCTO).

This addendum instead of a new MOU is created to ensure DCPS is using services negotiated through the originally competed solicitation for E-rate purposes, which in 2015, our WAN and internet gateway services were awarded to OCTO's DCNet and a MOU was established.

To complete the District's yearly application for E-Rate reimbursements, a signed addendum must be submitted to USAC to ensure that DCPS continues to receive about 80% in reimbursements and/or discounts through E-Rate eligible services and equipment from the Federal Communications Commissions' (FCC) Universal Service Administrative Company (USAC).

- 2. **Special Concerns:** Needed by 5/10/17
- 3. **Action Required:** Chancellor's signature
- 4. **Contact Person:** Chief Information Officer Beulah Daniel/Kelly B. Hart **Phone:** (202) 604-1692

5. Chancellor's Action:

Approved     Disapproved     Modify     Discuss

REMARKS:



Antwan Wilson, Chancellor

5/11/17  
Date

CLEARANCE:

	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & DIVISION (TYPED)	Beulah V. Daniel Deputy Chief Information Officer	Carla Watson, Chief Operating Officer	Jessica Swanson, Chief of Staff	Scott Barash, General Counsel	Chancellor's Designee
INITIAL & DATE	BVD 04/06/2017	CDW 4/10/17	Jessica Swanson 5/10/17	SB 5/10/17	

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER AND DISTRICT OF  
COLUMBIA PUBLIC SCHOOLS MEMORANDUM OF  
UNDERSTANDING  
SECOND ADDENDUM**

This is the Second Addendum to an existing Memorandum of Understanding (MOU), effective March 26, 2015, made by and between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS), the "Parties," for the provision of Internet and Wide Area Network (WAN) connectivity, and which has been most recently modified by a First Addendum, First Modification, effective March 20, 2017.

Pursuant to Section V.B of the MOU, the Parties now mutually agree to renew the term of the MOU for fiscal year (FY) 2018. As a result, this Second Addendum is effective as of October 1, 2017 and shall remain in effect until September 30, 2018. OCTO will continue to provide DCPS with Internet and WAN connectivity, pursuant to the terms of the FY 2016 MOU as amended and modified.

Pursuant to Section XII of the MOU, the Parties now mutually agree to modify the MOU as follows:

1. The Parties agree that Section III is struck in its entirety and is replaced with the following: "DCPS has requested OCTO/DCNET to provide Internet and WAN connectivity at One Hundred Nineteen (119) locations throughout the District of Columbia from October 1, 2017 through September 30, 2018."
2. The Parties agree that Section VI.A.1 is struck in its entirety and is replaced with the following: "Total and actual cost for goods and/or services provided by OCTO under this MOU shall not exceed \$3,599,600.00 for Fiscal Year (FY) 2018; provided however, Buyer shall not be obligated to fund this total amount pursuant to this MOU, as further explained in this paragraph. In accordance with 47 C.F.R. § 54.514, Buyer has elected to utilize the Service Provider Invoice ("SPI") payment method in order to receive discounted Internet and WAN connectivity services via the Schools and Libraries Program of the Universal Service Fund ("E-Rate"), administered by the Universal Service Administrative Company ("USAC"). Using the SPI method, Buyer will pay OCTO via this MOU for the non-discounted amount of FY 2018 services, which will be stated in USAC's Funding Commitment Decision Letter to be issued to Buyer during FY 2018. OCTO will then recoup the balance of the total and actual cost of goods and/or services provided by OCTO under this MOU by submitting the FCC Form 474 to USAC. Funding provided by Buyer under this MOU shall not exceed \$1,079,880, which is 30% of the total and actual cost of the goods and/or services provided by OCTO under this MOU. The total and actual cost of the goods and/or services provided under this MOU is based on the rates provided in the budget included as Second Addendum, Appendix A."

All other terms and conditions for the MOU remain unchanged and in full effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum to the MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**



Antwan Wilson  
Chancellor  
District of Columbia Public Schools

5/11/17  
Date

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER**



Archana Vemulapalli  
Chief Technology Officer  
Office of the Chief Technology Office

5/11/17  
Date

## Appendix A

School Name	Address	Description	Product Code	Total MRC	Months	YRC	
Tyler Elementary School	1001 G St SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Luke C. Moore High School	1001 Monroe Street NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Dunbar High School	101 N St NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Langley Elementary School	101 T Street NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Houston Elementary School	1100 50th Place, NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Walker-Jones Education Campus	1125 New Jersey Ave. NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Van Ness	1150 5th St SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Brookland Middle School	1150 Michigan Avenue, NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Cardozo Education Campus	1200 Clifton Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
DCPS HQ	1200 First Street, NE	Internet 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Thomson Elementary School	1200 L Street NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Garrison Elementary School	1200 S Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Maury Elementary School	1250 Constitution Ave. NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Wheatley Education Campus	1299 Neal St. NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Dorothy Height Elementary School	1300 Allison St NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Brightwood Education Campus	1300 Nicholson Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
West Education Campus	1338 Farragut Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Powell Elementary School	1350 Upshur Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Malcolm X ES	1351 Alabama Ave SE		Closed SA17-IR				
Johnson Middle School	1400 Bruce Place, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Bunker Hill Elementary School	1401 Michigan Ave NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Payne Elementary School	1445 C St SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Malcolm X Elementary School @ Green	1500 Mississippi Avenue, SE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Seaton Elementary School	1503 10th Street, NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	4	\$6,000.00	
Seaton Elementary School	1503 10th Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	8	\$22,400.00	Jan 1st 2018
McKinley Technology Campus	151 T Street, NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Motten Elementary School	1565 Morris Rd. SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Anacostia High School	1601 16th Street, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Randle Highlands Elementary School	1650 30th Street, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Eastern High School	1700 East Capitol Street NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Kramer Middle School	1700 Q Street, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Emery - Administrative	1720 1st Street, NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	4	\$6,000.00	
Emery - Administrative	1720 1st Street, NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	8	\$22,400.00	Jan 1st 2018
Ross Elementary School	1730 R Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Bancroft Elementary School	1755 Newton Street, NW		Closed SA17-IR				July 1st 2018
Hardy Middle School	1819 35th Street NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Burroughs Education Campus	1820 Monroe Street, NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Cleveland Elementary School	1825 8th Street, NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	4	\$6,000.00	
Cleveland Elementary School	1825 8th Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	8	\$22,400.00	Jan 1st 2018
Walkers Elementary School @ Eliot Hine Middle	1830 Constitution Ave. NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Langdon Education Campus	1900 Everts Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2018
Ketcham Elementary School	1919 15th Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
DCPS Warehouse	2000 Adams Place, NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Garment-Patterson - Swing Space	2001 10th St NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Shaw JHS	2001 10th street NW		Closed SA17-IR				
Adams Elementary School	2020 19th Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
School Without Walls High School	2130 G St NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Capitol Hill Montessori @ Logan	215 G Street NE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Nalle Elementary School	219 50th Street, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Orr Elementary School	2200 Minnesota Avenue, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Marie Reed Elementary School	2201 18th St NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Savoy Elementary School	2400 Shannon Pl. SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
School Without Walls - Francis Education Campus	2425 N Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Garfield Elementary School	2435 Alabama Avenue, SE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Hyde at Meyer	2501 11th St NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	4	\$6,000.00	
Hyde at Meyer	2501 11th St NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	8	\$22,400.00	Jan 1st 2018
H.D. Cooke Elementary School	2525 17th St. NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Stanton Elementary School	2701 Naylor Road, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Noyes Education Campus	2725 10th Street, NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Oyster Elementary School	2801 Calvert Street NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Washington Metropolitan HS	300 Bryant Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Kelly Miller Middle School	301 49th St NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
C.W. Harris Elementary School	301 53rd Street, SE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Brent Elementary School	301 North Carolina Ave. SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Tubman Elementary School	3101 13th Street NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Columbia Heights Education Campus	3125 16th Street NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
King Elementary School	3200 6th Street, SE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Hyde-Addison Elementary School	3219 O Street, NW		Closed SA17-IR				July 1st 2018
Turner Elementary School	3264 Stanton Road, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Eaton Elementary School	3301 Lowell Street, NW	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Kimball Elementary School	3375 Minnesota Avenue, SE		Closed SA17-IR				July 1st 2018
Ballou STAY/High School	3401 4th Street, SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
DCPS - FOOD SERVICES	3535 V Street, NE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Bruce-Monroe Elementary School @ Park View	3560 Warder Street, NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Beers Elementary School	3600 Alabama Ave. SE	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Sousa Middle School	3650 Ely Place, SE	Access - 100 Mbps	DCNF-EI-ACCESS-100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Deal Middle School	3815 Fort Drive NW	Access - 1 Gbps	DCNF-EI-ACCESS-IGBPS	\$2,800.00	12	\$33,600.00	July 1st 2017

Appendix A

Hearst Elementary School	3950 37th Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Woodrow Wilson High School	3950 Chesapeake Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Ferebee Hope Elementary School	3999 8th St. SE.	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	Swing?
Stoddert Elementary School	4001 Calvert Street, NW	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Amidon-Bowen Elementary School	401 I Street, SW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Simon Elementary School	401 Mississippi Avenue, SE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Stuart-Hobson Middle School	410 E Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Janney Elementary School	4130 Albemarle Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
River Terrace Elementary School	420 34th St NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Leckie Elementary School	4200 Milk Jr Avenue, SE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Peabody Elementary School	425 C Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Hendley Elementary School	425 Chesapeake Street, SE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Barnard Elementary School	430 Decatur Street NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Bancroft @ Sharpe Health School	4300 13th Street NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Roosevelt High School	4301 13th Street NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Patterson Elementary School	4399 South Capitol Terr. SW	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Smothers Elementary School	4400 Brooks Street, NE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
MacFarland Middle School	4400 Iowa Ave NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Kimball @ Davis	4430 H St. SE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Mann Elementary School	4430 Newark Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2018
Plummer Elementary School	4601 Texas Avenue, SE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Fletcher Johnson	4650 Benning Rd SE		Closed SV17-18				
Empowering Males High School (EMHS) @ Ron Brown	4800 Meade St NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Key Elementary School	5001 Dana Place, NW	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
LaSalle-Backus Education Campus	501 Riggs Road NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Aiton Elementary School	533 48th Place, NE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Woodson HD High School	5500 Eads Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Drew Elementary School	5600 Eads Street, NE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Shadd	5601 E Cap St Se		Charter School				
Lafayette Elementary School	5701 Broad Branch Rd. NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Miner Elementary School	601 15th Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Hart Middle School	601 Mississippi Avenue, SE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Whittier Education Campus	6201 5th Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Coolidge High School	6315 5th Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Thomas Elementary School	650 Anacostia Avenue, NE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2017
Ludlow-Taylor Elementary School	659 G Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
J.O. Wilson Elementary School	660 K Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Takoma Education Campus	7010 Piney Branch Road, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Phelps Architecture, Construction, and Engineering High School	704 26th Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Shepherd Elementary School	7800 14th Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Benjamin Banneker High School	800 Euclid Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Truesdell Education Campus	800 Ingraham Street, NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Jefferson Middle School Academy	801 7th Street, SW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Burrville Elementary School	801 Division Avenue, NE	Access - 100 Mbps	D\N\F\I\T\A\C\T\SS\100MBPS	\$1,500.00	12	\$18,000.00	July 1st 2018
Browne Education Campus	850 26th Street NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Raymond Education Campus	915 Spring Road NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
School-Within-School @ Goding	920 F Street, NE	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2018
DCPS Internet	DCPS Internet	Internet - 10 Gbps	D\N\F\I\T\A\C\T\SS\10GBPS	\$15,000.00	12	\$180,000.00	July 1st 2017
Murch @ UDC	International Court & Van Ness St NW	Access - 1 Gbps	D\N\F\I\T\A\C\T\SS\1GBPS	\$2,800.00	12	\$33,600.00	July 1st 2017
Wilkinson ES	2330 Pomeroy Road SE		Closed SV17-18				
			<b>Total Monthly</b>	<b>\$307,700.00</b>	<b>Total</b>	<b>\$3,599,600.00</b>	

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER  
AND DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
MEMORANDUM OF UNDERSTANDING  
FIRST MODIFICATION OF THE FIRST ADDENDUM**

This is the First Modification of the First Addendum to an existing Memorandum of Understanding (MOU), effective March 26, 2015, made by and between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS), the "Parties," for the provision of Internet and Wide Area Network (WAN) connectivity, and which has been previously modified by a First Addendum effective March 8, 2016.

Pursuant to Section V.B of the MOU, the Parties now mutually agree to update the terms of the MOU by revising the cost for fiscal year (FY) 2017. As of this First Modification to the First Addendum, OCTO will continue to provide DCPS with Internet and WAN connectivity, pursuant to the FY 2016 MOU, until September 30, 2017 or the exercise of a further option.

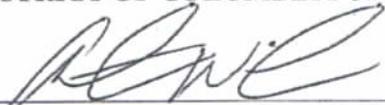
Pursuant to Section XII of the MOU, the Parties now mutually agree to modify the MOU as follows:

1. The Parties agree that Section VI.A.1 is struck in its entirety and is replaced with the following: "Total and actual cost for goods and/or services under this MOU shall not exceed \$2,299,200 for Fiscal Year (FY) 2017. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, based on the rates provided in the budget included as 'First Addendum Modification, Appendix A.'"

All other terms and conditions for the MOU remain unchanged and in full effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Modification of the First Addendum to the MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Antwan Wilson  
Chancellor  
District of Columbia Public Schools

3/20/17  
\_\_\_\_\_  
Date

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER**

  
\_\_\_\_\_  
Archana Vemulapalli Chief  
Technology Officer  
Office of the Chief Technology Officer

3/24/17  
\_\_\_\_\_  
Date

OFFICE OF THE CHIEF TECHNOLOGY  
OFFICER  
GOVERNMENT OF THE DISTRICT OF COLUMBIA



# MOU ROUTING SLIP

MOU/ BUYER AGENCY:  
DCPS

AMOUNT:  
\$2,271,600.00

OCTO- AGENCY PROGRAM:  
DCNET

DATE:  
2/1/2016

**SUBJECT:** This is an addendum to the 2016 Internet/WAN MOU services for DCPS to execute the option for Fiscal Year 17. We are executing an option rather than creating a new MOU to facilitate filing for E-Rate Reimbursement. The contract was competed in 2016. Executing the option negates the need to compete it annually for the next four years. We are executing this option now so that it can be submitted with the DCPS E-Rate filing in February.

Urgency:  Normal  Rush  Expedite  
(Explanation Required)

**EXPEDITE – EXPLANATION REQUIRED:**  
This needs to be executed within the next two weeks to be included in the E-Rate submission.  
• DCPS needs this extension to enable filing for an E-Rate reimbursement of \$1.7M (80% of \$2.2M).

NAME/CORRESPONDENCE SYMBOL	REQUIRED ACTION (S)	RELEASED	
		INITIAL	DATE
1. Pete Olle		<i>[Signature]</i>	2/1/16
2. Anil Sharma		<i>approval via ok see email.</i>	<i>[Signature]</i>
3. Haider Ali, Deputy CTO		<i>[Signature]</i>	2/1/16
4. Tehsin Faruk		<i>[Signature]</i>	2/2/16
5. David Bishop		<i>[Signature]</i>	2/2/16
6. Archana Vemulapalli		<i>[Signature]</i>	2/2/16

MOU ATTACHED  IDSR ATTACHED  HIGH PRIORITY

IT STRATEGIC INVESTMENTS- INTERNAL USE ONLY

CONTROLLER SOURCE GROUP

CSG = 409

SPECIAL NOTES

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**OFFICE OF THE CHIEF TECHNOLOGY OFFICER AND  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
FY 2016 MEMORANDUM OF UNDERSTANDING  
FIRST ADDENDUM**

This is an Addendum to an existing Memorandum of Understanding (MOU), effective March 26, 2015, made by and between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS), the "Parties," for the provision of Internet and Wide Area Network (WAN) connectivity.

IT IS MUTUALLY AGREED, pursuant to Section VB of the MOU, that the term of the MOU is extended through fiscal year (FY) 2017, and the term of the MOU is from October 1, 2016 through September 30, 2017. OCTO will continue provide DCPS with Internet and WAN connectivity, pursuant to the FY 2016 MOU, until September 30, 2017 or the exercise of a further option.

All other terms and conditions for the MOU remain unchanged and in full effect.

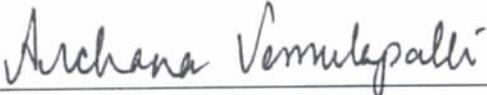
IN WITNESS WHEREOF, the Parties hereto have executed this First Addendum to the MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

\_\_\_\_\_  
Kaya Henderson  
Chancellor  
District Of Columbia Public Schools

\_\_\_\_\_  
Date

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER**

  
\_\_\_\_\_  
Archana Vemulapalli  
Acting Chief Technology Officer  
Office of the Chief Technology Officer

\_\_\_\_\_  
2/2/16  
Date

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**  
**AND**  
**THE DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH**

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between the District of Columbia Public Schools (“DCPS”), and the District of Columbia Department of Behavioral Health (“DBH”), individually referred to as the “Party” or collectively referred to herein as the “Parties.” The purpose of this MOA is to provide prevention, assessment and treatment services for DCPS students through a collaborative effort by both parties.

**The shared vision** of DBH and DCPS is to provide a supportive school environment in which all children are emotionally and socially prepared, ready to learn, and able to progress toward their next educational experience.

**The shared mission** of DBH and DCPS is to create a child- and family-centered school mental health program which includes prevention, early intervention and treatment in collaboration with community-based child and family serving organizations. The DBH provides mental health services and supports on behalf of DCPS to DCPS students. Currently, the DBH operates the School Mental Health Program (SMHP) in 50 DCPS schools and the Primary Project program in 21 DCPS schools.

**The DBH School Mental Health Program** provides a broad spectrum of mental health services inclusive of primary prevention, early intervention, assessment and treatment services. Our efforts are committed to enhancing the social-emotional, behavioral, and social skills development, and functioning of children and adolescents. The DBH goal is to provide a broad spectrum of mental health services that are community-based, child-centered and family-focused, and culturally and linguistically competent.

DBH SMHP clinicians are located on-site to provide consultation, treatment and linkages to additional services. In order to ensure thorough consultations and referrals, DBH clinicians and school-based mental health professionals often need to exchange information about students to ensure appropriate services are provided.

**Primary Project** is a school-based, early intervention/prevention program which reduces “mild” difficulties with social-emotional adjustment in the classroom for identified pre-kindergarten/4 through third-grade students. The intervention/services also enhance children’s social-emotional development, school readiness, and academic performance. Improvements in academic task orientation and behavior at home have also been reported by parents/guardians.

Children are screened by their classroom teacher using a reliable and valid screening instrument called the Teacher-Child Rating Scale (T-CRS). The T-CRS scores identify children who have “mild” issues with social-emotional adjustment in the classroom to determine eligibility to participate in the Project.

Once children are identified as eligible for the Primary Project, and parent/guardian consent to participate is obtained, these children meet with carefully selected and trained para-professionals (Child Associates). The Child Associates utilize developmentally appropriate, non-directive, child-led play session techniques as the intervention to reduce the child’s “mild” difficulties with social-emotional adjustment. The Child Associates also extend efforts to work closely with the children’s teachers, school staff and parent/guardian, when needed. Child Associates work under the supervision of mental health professionals to provide effective, consistent and cost efficient care which is culturally competent for the children they serve. Children who are identified as needing more intensive supports are referred to the SMHP clinician in their school for school mental health services.

## **II. PROGRAM GOALS AND OBJECTIVES**

DCPS collaborates with DBH in the implementation of a comprehensive system of mental health care for DCPS students and their families.

The DCPS goal is to provide a continuum of integrated, high-quality, and effective services and programs delivered by educators, school-based and community mental health professionals that include evidence-based practices and data-driven decision making.

The mission of the DCPS School Mental Health Division is to provide the necessary support for students to benefit from their educational program through:

- Targeted evidenced based interventions to promote mental health and school success.
- Collaboration and consultation with other service providers, classroom staff and caregivers.
- School-wide universal interventions to foster positive school adjustment and social emotional well-being.

In support of this mission, DCPS' collaboration with DBH will:

- Create a safe and engaging learning environment for DCPS students;
- Provide social, emotional, and behavioral support for students;
- Provide mental health services to DCPS students that remove barriers to learning;
- Enhance student learning;
- Engage students and;
- Prioritize family engagement at all levels of service delivery.

DBH guiding principles and goals specify that services should be:

- Comprehensive, incorporating a broad array of services and supports;
- Individualized;
- Provided in the least restrictive, appropriate setting;
- Coordinated both at the system and service delivery levels;
- Involve families and children as full partners; and
- Emphasize early identification and intervention.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

The Parties agree to work collaboratively to:

- Provide a safe, nurturing, student-centered, family friendly environment and a comprehensive multi-dimensional educational program;
- To provide intensive therapeutic treatment in an academic and home environment in order to help students develop new skills that allow them to achieve success in the school environment;
- To offer students an opportunity to achieve their full potential to successfully manage their life experiences and to be productive members of society;
- Utilize evidence-based interventions; and
- Integrate care through a team-based approach to service/support planning and delivery that includes a partnership with the youth and family, all child-serving systems, and the family's natural support network.

#### **A. RESPONSIBILITIES OF DCPS**

##### **School Mental Health Program**

**DCPS shall:**

1. Upon request and subject to the limitations/requirements set forth in Section V of this MOA, DCPS will provide DBH clinicians the following personally-identifiable information from the education records of a student who has consulted with the DBH clinician: (a) student name (b) student ID number, (c) attendance records, (d) student behavior tracker data, and (e) grades.
2. Subject to obtaining any use agreements which may be required by the Department of General Services, DCPS will provide DBH clinicians with private locked office spaces with resources available in existing DCPS inventory, including desks, chairs, locking file cabinets to maintain confidential records, computers (when available) and access to printers, internet access, and dedicated phone lines (when available) prior to, or immediately after, placement of a clinician in a school. In situations where the school

has limited space or resources, an alternative arrangement can be made to have private shared treatment space and shared office space, to include all prior stated resources, i.e., locking file cabinets, computers, printers, etc.

3. DCPS shall immediately notify DBH whenever there are any allegations of misconduct made against DBH clinicians and provide supporting documentation as soon as it is available.
4. All participating schools are expected to hold ongoing Response to Intervention (RTI) meetings. SMHP clinicians are to be included as members of the RTI Team and full participants of these meetings wherever possible, subject to the requirements and limitations set forth in section V below. SMHP staff will assist in the design and implementation of appropriate interventions developed by the RTI Team.
5. DCPS will provide a contact person to work with DBH who is responsible for assisting with problem-solving and communication in order to facilitate effective implementation of the SMHP at DCPS sites. This person will be identified by DCPS Central Office and the person's name and contact information will be provided to DBH and DCPS school staff. Regular meetings will be scheduled either by phone or face to face to address ongoing operational issues.
6. DCPS will communicate to DBH's designee the roles of and expectations for DBH clinicians, DCPS social workers and psychologists, DCPS teachers, DCPS school counselors, and DCPS school administrators in the service of effective collaboration that utilizes the scope and the expertise of each professional via position descriptions.
7. To maximize referrals, DCPS will participate in a review of the referral and start of treatment process. When barriers to receiving consent for treatment exist, DCPS will work with DBH, families and school staff to ensure that they are remedied.

### **Primary Project**

#### **DCPS Shall:**

1. Allow DBH to provide Primary Project in DCPS schools, the specific number of schools and pre-kindergarten/4 through third-grade levels to be determined by available funding each school year.
2. Notify the identified schools of the Project and of the implementation requirements including, but not limited to, providing space in the schools and support to DBH to facilitate the intervention/services. If the school is unable to meet requirements for appropriate and effective provision of Project services, the Parties will identify a replacement school collectively.

3. Provide student information via spreadsheet, for all participating Primary Project DCPS schools in order to allow teacher access for screening students for the Program. The COMET® System, a product of COMET Informatics LLC, collects and manages data and supports decisions for multiple levels of information. COMET utilizes the nationally normed, 32 item (Teacher-Child Rating Scale), the T-CRS 2.1, and provides information/data scores about students' task orientation, behavior control, peer social skills, and assertiveness that helps determine appropriateness for Primary Project participation. DCPS will provide requested data, subject to the requirements and limitations of Section V, within 2 weeks of the data request from DBH. The data will be requested following the signing the MOU for school year SY15-16 and within 2 weeks of the opening of each subsequent school year.

## **B. RESPONSIBILITIES OF DBH**

### **School Mental Health Program**

#### **DBH Shall:**

1. Ensure that all clinicians placed in DCPS schools 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 rules promulgated thereunder. Such background check may be conducted by DBH, provided DBH provide DCPS with the results of any background check it conducts pursuant to this MOA. DBH shall also ensure that any clinicians who have not submitted to a background check be restricted from serving in positions affording such individuals access to DCPS students participating in this program. DBH must also submit to DCPS annual verification that each clinician has complied with DBH's Health Screening Policy 716.1, including biennial PPD testing.
2. DBH will place clinician(s), at each participating school to assist in the school mental health program implementation. The number of clinicians will be determined by DCPS and DBH based on school need.
  - i. The clinician will provide prevention, early intervention, and treatment and/or assessment services to children and adolescents enrolled in the school as appropriate.
  - ii. The clinician will also provide consultation, training, and support to teachers, administrators, and other school staff
  - iii. The clinician will also provide outreach to parents through the provision of parent workshops, family therapy and home visits as needed, especially in the support of attendance efforts by the school.
  - iv. The clinician will share their behavioral health expertise with the school community by being a participating member of the Response to Intervention (RTI) team, Attendance Team and Mental Health Team, as appropriate.
3. DBH will work in accordance with the DBH Team Formation and Team Functioning

Practice Guidelines Protocol for Children and Youth in order to ensure that all children/youth enrolled in the public mental health system receive coordinated services/supports that reflect the family's engagement and participation of all parties involved in the youth/family's life.

4. DBH shall immediately notify the school principal and the DCPS Office of Student Wellness via the DBH liaisons whenever there are any allegations of misconduct made against DCPS staff and provide supporting documentation as soon as it is available.
5. DBH shall provide comprehensive mental health services to students and their families enrolled in participating DCPS schools. DBH will seek reimbursement from applicable health insurance providers for treatment services provided to those students with diagnosable mental health disorders. However, no student will be denied services based on the inability to pay.
6. Students attending participating schools and receiving special education services that do not include behavioral support services (BSS) may receive individual or group counseling services by the DBH clinician assigned to their school. In the event an IEP team later determines that a student requires BSS on their IEP, the DBH clinician will work collaboratively to transfer the case to the appropriate DCPS school social worker.
7. DBH will provide the curriculum, supplies and training necessary to implement the prevention, early intervention and treatment services needed to meet the individual mental health needs of the students served in each of the participating schools. Clinical supervision will be provided to DBH clinicians.
8. DBH shall seek to utilize evidence based programs (EBP) and will provide a list of currently used EBPs by school annually.
9. Although not a school employee, the DBH clinician is expected to work closely with the school staff to share non-confidential and confidential information only as permitted by the Mental Health Information Act, D.C. Code Section 7-1201.01, *et seq.* DBH will maintain separate clinical records for each student served by the DBH clinician. Compliance with a request to share any other information related to a student's treatment will require an appropriate release by the student's legal guardian or by the student if the student is 18 or older. DBH agrees to share information with DCPS to the extent permitted by law, subject to the requirements and limitations set forth in section V below.
10. DBH will provide monthly summary reports of aggregate mental health data to each participating school's principal and the DCPS/DBH Liaisons, indicating students in receipt of mental health referrals, names of students receiving services to the extent permitted by law, types of therapeutic group counseling and a total number of clients served. This information sharing will be subject to the requirements and limitations set forth in Section V below.

11. DBH will provide program level quarterly reports to DCPS via liaisons, indicating students in receipt of mental health referrals, names and/or ID#s of students receiving services to the extent permitted by law, types of therapeutic interventions and the total number of clients served. This shared data will facilitate outcome measures using attendance, behavior and academic progress as progress monitoring data points.
12. DBH clinicians may visit students' homes as necessary and without obtaining permission from the school, though DBH clinicians should inform school administrators when they will be out of the building. DBH clinicians should share helpful information that results from home visits with the school (as appropriate).
13. DBH clinicians assigned to a particular school may be deployed to another school for several days to provide school-based crisis services.
14. Although functioning in a school setting, the clinician is governed by the DBH policies and procedures. DBH clinicians will be compensated and supervised by DBH, but under the direct control of DCPS regarding direct access to personally identifiable information in education records.
15. To maximize referrals, DBH will review, with each school, an overview of the referral and start of treatment process. When barriers to receiving consent for treatment exist, DBH will work with families and school staff to ensure that they are remedied.
16. DBH clinicians serve as members of the school mental health team. As members, it is expected that they will participate in school-based interventions and meetings when attendance, behavior, or other concerns with underlying social, emotional or behavioral causes arise.
17. DBH will provide a contact person to work with DCPS who is responsible for assisting with problem-solving and communication in order to facilitate effective implementation of the SMHP at DCPS sites. This person will be identified by DBH and the person's name and contact information will be provided to DCPS Central Office Staff. Regular meetings will be scheduled either by phone or face to face to address ongoing operational issues.

### **Primary Project**

#### **DBH Shall:**

1. Agree to the terms associated with the MOA. DBH agrees to make all efforts to implement with fidelity to the program model and program requirements in the selected schools.

2. Recruit candidates and contract Primary Project Child Associates, who will have contracts that run concurrently with the DCPS school year.
3. Ensure that all Child Associates have completed criminal background checks with DBH which are in compliance with DCPS requirements and are cleared by DBH prior to any interaction with children.
4. Provide the funding to employ licensed mental health professionals with experience working with schools to serve as Primary Project Managers (“Supervisor”); the job duties of the Supervisor will meet the requirements consistent with Program model.
5. Provide the funding for all elements of evaluation of the program utilizing the Children's Institute COMET database system and electronic screening measures. Children's Institute is a not-for-profit 501 (c)(3) whose general purpose is research, development, evaluation and dissemination of programs in the fields of mental health, early education and education to benefit children, families and the community. Children's Institute developed Primary Project and has worked with the District of Columbia since 2008 to support implementation.
6. Comply with all data sharing agreements between DBH and Children’s Institute.
7. Ensure Children's Institute agrees to and adheres to any confidentiality and data-sharing agreements required by DCPS.
8. Provide DCPS with a mid-year report on utilization to include number of schools, number of children screened, and, number of children participating in the Project. An aggregate report of findings will also be provided at the end of the year which will include overall outcomes of Project services and utilization data from the program in the selected DCPS schools.

#### **IV. MUTUAL OBLIGATIONS OF DCPS AND DBH**

DCPS and DBH will jointly review and identify schools annually for the SMHP based upon utilization patterns from the previous school year, current need, availability of existing mental health resources and readiness for the program.

1. DBH and DCPS will collaborate to serve and support youth/families from a team-based approach.
2. DBH and DCPS agree to work collaboratively and continually to design and develop a comprehensive program that will reflect a strong therapeutic and educational program designed to address the needs of all students at participating schools. Both parties will work collaboratively to promote growth in the emotional, behavioral, attendance and academic areas.

3. DCPS and DBH will identify and implement standard quality indicators and benchmarks for measuring student progress and overall program progress in achieving the goals set forth in this MOA. These benchmarks should be reported quarterly via the program level report.

## **V. DATA SHARING AND CONFIDENTIALITY**

- A. DCPS and DBH agree to maintain confidential all personal information contained in student educational records (as defined in 34 C.F.R § 99.3), and all personally identifiable student mental health information (“Confidential Information”).
- B. In instances where a student is receiving services under the Minor Consent Law (DCMR 22-B600.7) DBH must have the student’s written consent to receive those services. However, parental consent must still be sought when sharing personally identifiable information from student records if such student is under 14 years of age.
- C. Confidential information will be shared only with DCPS or DBH personnel who need access to the information to fulfill their professional responsibilities and only with consent, as follows:
  1. DCPS will seek consent annually from the parent/guardian, or student if 18 years or older, to share the personally identifiable information from student education records referenced in Section III.A.1., as well as student health records maintained by the school nurse, with DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. § 99.30{b}.
  2. DCPS will obtain parental consent (for a student less than 18 years old) before sharing student mental health data (maintained by DCPS school mental health providers) with DBH clinicians, Head Start Family Service workers, or other personnel not employed by DCPS who need access to student mental health data to do their jobs. Consent will be in a form conforming to the requirements of 34 C.F.R. § 99.30(b).
  3. DBH will obtain joint written consent of the student and the parent/legal guardian (for a student less than 18 years old but beyond the age of 14 if parents consented to treatment) and the consent of the student’s parent or legal guardian (for a student younger than 14 years if parents consented to treatment) before sharing student mental health data with School Officials, DCPS staff, Head Start Family Service workers, or other personnel who need access to student mental health data to fulfill their professional responsibilities. Consent will be in a form conforming to the requirements of DC Code § 7-1202.02.
- D. The consents described in c (1-3) of this section shall specifically provide for sharing of the following student information:

1. DCPS will request authorization to share (a) student name, (b) student ID number, (c) attendance records, (d) student behavior tracker data, and (e) grades from the educational records of a student that has consulted with DBH.
  2. DBH will request authorization to share (a) student name, (b) type of treatment, and (c) progress in treatment.
- E. The use of personally identifiable student information shall be limited as follows:
1. DCPS and its agents and employees agree to use student mental health information provided by DBH employees exclusively for the purposes specified in this MOA, and in accordance with all applicable District and Federal laws and regulations, and as specifically consented to by a parent/guardian (if the student is under 18) and student (if 14 years or older).
  2. DBH and its agents and employees agree to use educational record information received from DCPS exclusively for the purposes specified in this MOA, and in accordance with all applicable District and Federal laws and regulations, and as specifically consented to by a parent/guardian or student if 18 years or older.
  3. DCPS, DBH, and their respective agents and employees will obtain written consent from a parent/guardian (and student if 14 years or older for mental health information) or student if 18 years or older before disclosing information specified in i-ii of this section to a third party, even in furtherance of a previously consented to purpose, except as permitted by law.
  4. Agents and employees of DCPS and DBH shall have access to and may use Confidential Information only to the extent necessary to do their jobs.
- F. Any student mental health data obtained from DBH will be kept confidential per the DC Mental Health Information Act of 2001, and will not be released to any third parties, except as required by law or with the written consent of the student's custodial parent or guardian if such parent or guardian gave informed consent for treatment and the student if 14 years or older.
- G. All parties will ensure secure data transfers in accordance with applicable law when sharing data.
- H. DCPS and DBH will comply with the students' mental health and personally identifiable information (PII) confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) approved 20 U.S.C. § 1232g, and the regulations promulgated under FERPA, including 34 CFR Part 99; the Health Insurance Portability and Accountability Act (HIPAA) approved 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated under HIPAA, including 45 CFR Part 164; and the District of Columbia Mental Health Information Act of 1978, effective March 3, 1979 (D.C. Law 2-136; D.C. Official Code § 7-1201.01 *et seq.*).

- I. The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, policies.

## **VI. DURATION OF MOA**

The period of this MOA shall be from October 1, 2015, through September 30, 2020, unless terminated in writing by the Parties prior to the expiration.

## **VII. AUTHORITY FOR MOA**

By executing this MOA, each Party represents to the other party that it is authorized to enter into this MOA, that the person signing on its behalf is duly authorized to execute this MOA and that no other signatures are necessary.

## **VIII. TERMINATION**

Either Party may terminate this MOA in whole or in part by giving 60 calendar days advance written notice to the other Party.

## **IX. NOTICE**

The following individuals are the contact points for each Party under this MOA:

Deitra Bryant-Mallory  
Director, School Mental Health Division  
District of Columbia Public Schools  
1200 First St. NE  
Washington, DC 20002  
202-907-8084

Barbara Parks  
Clinical Program Administrator, Prevention & Early Intervention Programs  
Department of Behavioral Health  
821 Howard Rd. SE  
Washington, DC 20020  
202-698-1871

**X. MODIFICATIONS**

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

**XI. PROCUREMENT PRACTICES ACT**

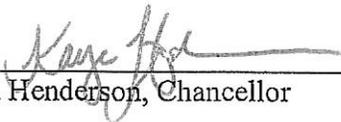
If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOA, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

**XII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

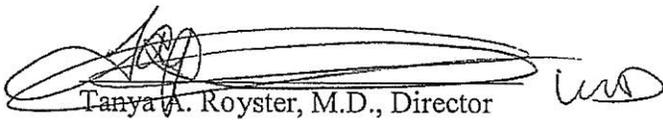
**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Kaya Henderson, Chancellor

Date: 2/16/16

**DEPARTMENT OF BEHAVIORAL HEALTH**

  
\_\_\_\_\_  
Tanya A. Royster, M.D., Director

Date: 1/13/2016

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
DISTRICT OF COLUMBIA PUBLIC LIBRARY**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into from date of last signature through September 30, 2019 between the District of Columbia Public Library (“DCPL and/or Seller”) and the District of Columbia Public Schools (“DCPS and/or Buyer”), (collectively, the “Parties”) to pay the actual costs that are charged to DCPL for the purchase of school library books and digital materials for DCPS schools.

**II. PROGRAM GOALS AND OBJECTIVES**

DCPS and DCPL would like to take advantage of opportunities that two District agencies have to collaborate and share expertise to accomplish a shared goal of providing students access to library books and digital materials that support academic needs and instill the lifelong love of reading.

The overall purpose of the agreement is to:

- Promote improvement in school library services in all DCPS libraries in order to better serve the people of the District of Columbia;
- Facilitate access to books and digital materials in DCPS libraries for the purpose of cultivating a love of reading and supporting academic programming;
- Pursue economical and efficient access to library books and resources for students; and,
- Strengthen DCPL and DCPS collaboration.

DCPS allocates funds to support and purchase library books and digital materials.

The purpose of this MOU is to establish a mechanism for DCPS to pay actual costs incurred by DCPL for the purchase of school library books and digital materials and costs associated with making those books and digital materials available in school libraries.

**III. DEFINITIONS**

**A. Project funds:** refers to the funds appropriated for the purchase of school library books and digital materials.

**IV. SCOPE OF SERVICES**

Pursuant to the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

## **A. RESPONSIBILITIES OF DCPS**

1. DCPS shall transfer six hundred sixty-eight thousand two hundred seventeen dollars and no cents (\$668,217.00) to DCPL to pay the actual costs incurred by DCPL for the project.
2. DCPS Director of Library Programs, or designee, shall provide purchasing guidelines and approvals as requested by DCPL.
3. DCPS must track and document all deliveries and, on a timely basis, review, approve and submit packing slips and receiving reports to DCPL for payment, including but not limited to, providing a receiver to approve the receipt of all invoices in DCPL's PASS approval path, if needed. DCPS must retain copies of all invoices related to this agreement up to the amount of this MOU.
4. DCPS shall provide support to the process of procuring books and digital materials including, but not limited to, drafting requests for proposals and evaluating proposals as requested by DCPL.
5. DCPS shall be responsible for the allocation of project funds, library books, and digital materials for each school.
6. DCPS shall be responsible for tracking project funding, expenditures and balances.
7. DCPS must provide to DCPL a listing of book titles approved by DCPS, Director of Library Programs or designee that DCPL is to purchase throughout FY-19, pursuant to this MOU. However the last DCPS approved listing for FY-19 shall be forwarded to DCPL on or before May 1st in order to ensure receipt of books and process of invoices in a timely manner.
8. DCPS shall work with DCPL to promote collaboration between agencies, including, but not limited to, between individual schools and neighborhood branch libraries.
9. DCPS staff may be asked to assist DCPL with selecting books and digital materials insofar as those resources may complement and support the needs of students and educators.
10. DCPS staff shall participate in the development of a business model and plans for expanding the partnership to include additional components in the future which may include delivery of DCPL materials to DCPS locations and a shared operations center.

## **B. RESPONSIBILITIES OF DCPL**

1. DCPL shall make sure that the revenues for this project are reflected in the budget entry budget line item detail screen with the appropriate accumulators.
2. DCPL must establish an agency intra-District project with corresponding index that ties to the fund and agency organization structure for no more than the amount of the MOU.
3. DCPL shall pay all approved invoices within 30 days of receipt of the (1) invoice from the vendor, (2) packing slip from DCPS and (3) approved receiving report from DCPS. All three items must be received before payment can be made.

## **V. DURATION OF MOU**

**A.** The period of this MOU shall be from date of last signature through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.

### **B. Relevant Dates:**

- Date of last signature, through September 30<sup>th</sup>, 2019 will represent the period in which funds may be spent.
- May 15th, 2019 will represent the date that all funds must be encumbered, unless agreed upon in writing by both parties.
- July 15th, 2019 will represent the date that any un-encumbered funds shall be returned DCPS, provided that all invoices have been received by DCPL from vendors, unless otherwise agreed upon in writing by both parties. If it is determined by DCPL that there are outstanding invoices, DCPL will return monies within thirty (30) days of last invoice received or during year end closing, whichever occurs first.

## **VI. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **VII. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total and actual cost for services under this MOU shall not exceed six hundred sixty-eight thousand two hundred seventeen dollars and no cents (\$668,217) for Fiscal Year 2019, based on the amount set aside for the purchase of school library books and digital materials in the DCPS Library Programs budget for Fiscal Year 2019. Funding for the goods and services shall not exceed the actual cost as agreed to in this MOU.
2. In the event of termination of the MOU, payment to DCPS shall be held in abeyance until all required fiscal reconciliations are complete, but no more than 30 days after reconciliation of the invoices.

### **B. PAYMENT**

1. Payment for all of the goods and services shall be made through an Intra- District transfer of funds by DCPS to DCPL based on the total amount of this MOU.
2. DCPL must submit to DCPS a payment report of invoices paid including the purchase order number, purchase order amount, purchase order balance, vendor name, amount of invoice, and date paid (effective date), which shall explain the amounts expended against the advance upon request, at every intra-District billing and no later than 30 days following expiration of this MOU.
3. Advances to DCPL for services to be performed/goods to be provided shall not exceed the amount of this MOU.

4. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.
5. All funds received pursuant to this MOU must be obligated by May 15th, 2019 and expended by July 1<sup>st</sup>, 2019. DCPL will receive the advance and bill DCPS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. In the event that funds are remaining, those funds shall be returned to DCPS within thirty (30) days of the last invoice received or during year end closing, whichever occurs first, unless otherwise agreed upon in writing by both parties.

#### **C. DISALLOWED COSTS**

"Disallowed costs" are costs charged to the funds (received by DCPL) that are not approved by DCPS or allowable by District of Columbia laws and regulations. If DCPS determines that any disbursements made from these funds are disallowed costs, DCPL shall be given the opportunity to justify the questioned costs prior to DCPS's final determination of disallowed costs. If DCPS ultimately determines the costs are disallowed, reimbursement in full to DCPS of said amounts must be made by DCPL within forty-five (45) calendar days. If the reimbursement is not received in full after forty-five calendar days, DCPL shall make no further expenditures until such time as the reimbursement is made in full and the MOU may be terminated by DCPS immediately. If the MOU is terminated for disallowable cost, remaining funds must be returned to DCPS within forty-five (45) calendar days of the termination date.

#### **D. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, 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 (iv) D.C. 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.

### **VIII. COMPLIANCE AND MONITORING**

DCPL will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

### **IX. AUDITING**

DCPL may be audited in connection with the close-out of the issued funds.

### **X. RECORDS AND REPORTS**

DCPL shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the DCPS' request, make these documents available for inspection by duly authorized representatives of DCPS and other officials as may be specified by the District of Columbia at its sole discretion

**XI. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

**XII. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. If termination is requested by either party any funds that have been encumbered and/or expended prior to the notice termination date shall be processed pursuant to this MOU.

**XIII. NOTICE/CONTACT PERSON**

**District of Columbia Public Schools:**

Dr. Karen Cole  
Deputy Chief, Curricular Innovations  
Office of Teaching and Learning  
Social Emotional Academic Development  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Tele: (202) 299-2171  
Email: [karen.cole@dc.gov](mailto:karen.cole@dc.gov)

**District of Columbia Public Library:**

Judi Greenberg  
Director of Strategic Planning  
Executive Office  
1990 K St. NW, Suite500  
Washington, DC 20006  
Tele: (202) 727-4919  
Email: [Judi.Greenberg@dc.gov](mailto:Judi.Greenberg@dc.gov)

**XIV. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XV. MISCELLANEOUS**

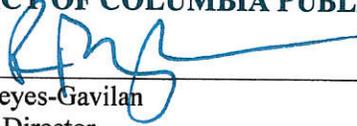
The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

*[signatures follow on next page]*

**XVI. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DISTRICT OF COLUMBIA PUBLIC LIBRARY**

  
\_\_\_\_\_  
Richard Reyes-Gavilan  
Executive Director

Date: 11/26/18

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Amanda Alexander  
Interim Chancellor

Date: 12/20/18

OFFICE OF THE CHIEF TECHNOLOGY OFFICER  
GOVERNMENT OF THE DISTRICT OF COLUMBIA



**MOU Executive Brief**  
**OCTO Division**

**OCTO Deputy/Executive:**

Carol Washington

**Program Manager:**

Bruce Jones

**Agency:**

DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS)

**Dollar Amount:**

\$13,379,790.00

**Date Submitted:**

Oct 24 2017 3:24PM

**eMOU#:**

TO0GA0-2018-0978

**Project Description:**

The District of Columbia Office of the Chief Technology Officer (OCTO) and the District of Columbia Public Schools (DCPS) have partnered together to ensure that DCPS schools and central office staff have the operational resources and infrastructure they need so that educators can focus on instruction. This 2018 Master MOU covers the comprehensive IT services between DCPS and OCTO, including all Project Management Office (PMO), Application, and Infrastructure support services.

**Risks:**

**Challenges:**

**Urgency:**

Normal

Rush

Expedite



# MEMORANDUM OF UNDERSTANDING

BETWEEN

## DISTRICT OF COLUMBIA PUBLIC SCHOOLS

AND

## DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2018

MOU Number: TO0GA0-2018-0978

### I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Schools (“DCPS” or “Buyer Agency”), and the Office of the Chief Technology Officer (“OCTO” or “Seller Agency”), collectively referred to herein as the “Parties.” DCPS has requested the services of OCTO to provide comprehensive information technology (“IT”) services in the areas of application services, infrastructure services, and computer help desk support for Fiscal Year 2018.

### II. LEGAL AUTHORITY FOR MOU

D.C. Official Code §1-301.01(k).

### III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

OCTO will continue the provision of IT services to DCPS. A breakdown of costs per OCTO program is described in Attachment A: "Breakdown of Charges." Specific services and their corresponding service level agreements (SLAs) are described in Attachment B: “Service Level Agreements (SLA) Between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS) FY2015”. The SLA’s did not change this year.

### IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

#### A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall:

1. Ensure that the revenues for this project are reflected in the budget entry/budget line item detail screen and the appropriate accumulators.
2. Establish an agency internal service fund with a corresponding index that ties to the fund and agency organizational structure.

3. Provide the projected costs of providing the services under this MOU.

4. Provide the services as outlined above and in Attachments A ("Breakdown of Charges") and B ("Service Level Agreement Between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS) FY2015").

## **B. RESPONSIBILITIES OF BUYER AGENCY**

The Buyer Agency shall:

1. Identify an approved Intra-District Standard Request (IDSR) fund source compensation amount stipulated in this MOU, including its attachments; and
2. Process an advance of the projected costs to the Seller Agency.

## **V. DURATION OF MOU**

The duration of this MOU shall be for **Fiscal Year 2018**, and shall begin on the last date of execution by the Parties, and shall expire on **September 30, 2018**, unless terminated in writing by the Parties prior to expiration pursuant to Section XII of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

Total cost for goods and/or services under this MOU shall not exceed **\$13,379,790.00** for Fiscal Year 2018. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, based on the rates provided in the budget, attached hereto as Attachment A, "Breakdown of Charges."

### **B. PAYMENT**

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU (\$13,379,790.00).

a. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the actual costs of the goods or services or the amount of this MOU.

b. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU.

2. Seller Agency shall provide Buyer Agency with online access to listing of itemized services, as well as upon request of Buyer Agency.

3. Seller Agency shall:

a. Notify Buyer Agency within forty-five (45) days prior to the close of the fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year; and

b. Return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.

## **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation, and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, 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, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS AND MODIFICATIONS**

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

## **VIII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated.

## **IX. COMPLIANCE AND MONITORING**

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **X. RECORDS AND REPORTS**

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

## **XI. AUTHORIZATION TO ACCESS EDUCATION RECORDS**

OCTO acknowledges DCPS' duty to safeguard education records under the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR Part 99) ("FERPA"), a federal law that protects the privacy of student education records. OCTO also acknowledges that its ability to provide certain institutional services on behalf of DCPS under this MOU may require DCPS to share certain education records with OCTO. In accordance with 34 CFR § 99.31(a)(1)(i)(B), OCTO therefore acknowledges that (1) it is considered a "school official" for purposes of providing certain institutional services on behalf of DCPS under this MOU; (2) it is under the direct control of DCPS with respect to the use and maintenance of the education records it has access to in providing such services under this MOU; and (3) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a), OCTO must (i) not disclose any personally identifiable information from education records it may have access to under this MOU to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (ii) ensure that its officers, employees and agents receiving education records under this MOU only use such records for purposes of providing the services covered by this MOU.

## **XII. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XIII. NOTICES**

The following individuals are the contact points for each Party:

### **DCPS**

Beulah Daniel  
1200 First St., NE  
Washington, DC 20002  
Phone: (202) 442-5001  
Email : beulah.daniel@dc.gov

### **OCTO**

Bruce Jones  
200 I Street SE  
Washington, DC 20003  
Phone: (202) 724-6541  
Email : bruce.jones@dc.gov

## **XIV. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, et seq.) to procure the goods or services.

## **XV. RESOLUTION OF DISPUTES**

The Parties Directors or designees shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer, Office of Financial Operations and Systems.

## **XVI. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

**IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:**

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS, District of Columbia**

*Carla D. Watson*

Date: 11/1/2017

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Chief Operating Office

Carla D. Watson

**Office of the Chief Technology Officer, District of Columbia**

*Archana Vemulapalli*

Date: 10/25/2017

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Chief Technology Officer

Archana Vemulapalli

**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of District of Columbia

**MOU** TO0GA0-2018-0978 **Date of** 10/24/2017  
**Number:** **MOU:**

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**Buyer Information**

Agency DCPS Agency GA0  
Name: Code:  
Name of SEEMA TANEJA Address: 1200 First St NE  
Contact:  
Telephone #: (202) 442-5001 Fax #:

*SEEMA TANEJA*

Date: 01/22/2018

Signature

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**Seller Information**

Agency OCTO Agency TO0  
Name: Code:  
Name of philpeng Address: 200 I ST, SE WASHINGTON, DC  
Contact: 20003  
Telephone #: Fax #:

*philpeng*

Date: 11/02/2017

Signature

---

**Service Information and Funding Codes**

GOOD/ MOU FUNDING  
SERVICE:

**Buyer**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
GA0	18	1112	0633	11T12	SS12S	0409	0409	NA	NA	NA	NA	NA	\$479,790.00
GA0	18	1112	0101	1112L	SS12L	0409	0409	NA	NA	NA	NA	NA	\$9,056,974.27
GA0	18	1112	0101	S1112	SS12S	0409	0409	NA	NA	NA	NA	NA	\$2,900,000.00
GA0	18	1112	0634	S1112	SS12S	0409	0409	NA	NA	NA	NA	NA	\$643,025.73
GA0	18	1112	0634	S1112	SS12S	0711	0711	NA	NA	NA	NA	NA	\$300,000.00

**Seller**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
TO0	18	4000	1372	8DC08	40036	4600	4600		8DITG A/08				\$2,294,827.36
TO0	18	4000	1372	8DC01	40021	4600	4600		8DITG A/01				\$445,096.00
TO0	18	4000	1372	8DC02	40351	4600	4600		8DITG A/02				\$654,488.64
TO0	18	6000	1372	8DC05	60010	4600	4600		8DITG A/05				\$6,026,884.00
TO0	18	4000	1372	8DC04	40031	4600	4600		8DITG A/04				\$218,820.00
TO0	18	5000	1372	8DC11	50021	4600	4600		8DITG A/11				\$446,164.00
TO0	18	5000	1372	8DC07	50011	4600	4600		8DITG A/07				\$548,000.00
TO0	18	4000	1372	8DC17	40051	4600	4600		8DITG A/17				\$260,810.00
TO0	18	2000	1372	8DC15	20081	4600	4600		8DITG A/15				\$760,660.00
TO0	18	2000	1372	8DC14	20801	4600	4600		8DITG A/14				\$237,388.00
TO0	18	2000	1372	8DC12	20166	4600	4600		8DITG A/12				\$70,856.00
TO0	18	2000	1372	8DC10	20131	4600	4600		8DITG A/10				\$140,725.00
TO0	18	2000	1372	8DC03	20122	4600	4600		8DITG A/03				\$132,273.00
TO0	18	2000	1372	8DC13	20111	4600	4600		8DITG A/13				\$142,000.00
TO0	18	2000	1372	8DC06	20011	4600	4600		8DITG A/06				\$1,000,798.00

**eMOU Approval History  
TO0GA0-2018-0978**

5/8/2018 4:19:26 PM

<b>Step Name</b>	<b>Name</b>	<b>Status Name</b>	<b>Status Date</b>	<b>Comments</b>
MOU Author Review	Bruce Jones (OCTO)	Approved	10/24/2017 3:32:19 PM	
OCTO General Counsel Review	Radkar, Smruti (OCTO) (OCTO)	Approved	10/24/2017 6:01:51 PM	
OCTO Executives Review	Carol Washington (OCTO)	Approved	10/24/2017 6:05:21 PM	
OCFO General Counsel Review	Steve.Lyons (OCFO)	Approved	10/24/2017 6:13:55 PM	
Strategic Investments Review	Tehsin Faruk (OCTO)	Approved	10/25/2017 9:45:01 AM	FY2018 DCPS MOU for OCTO Services
Buyer Agency Final Review of MOU	Daniel, Beulah (DCPS) (DCPS)	Approved	10/25/2017 9:29:27 PM	I have reviewed the budget line items, in the OCTO Master MOU, and approve it.
MOU Signature - OCTO	Vemulapalli, Archana (OCTO) (OCTO)	Signed	10/25/2017 10:08:16 PM	
MOU Signature - Buyer Agency	Watson, Carla (DCPS) (DCPS)	Signed	11/1/2017 4:13:30 PM	
IDSR Form Signature - Buyer Agency	Seema Taneja, AFO (OCFO)	Signed	1/22/2018 5:42:19 PM	
IDSR Form Signature - OCTO	Phil Peng, AFO (OCFO)	Signed	1/24/2018 2:39:33 PM	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA  
DEPARTMENT OF PARKS AND RECREATION  
AND  
DC PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Public Schools (DCPS) and the District of Columbia Department of Parks and Recreation (DPR) collectively referred to herein as the Parties.

DPR is the region's largest government operated indoor and outdoor pool operator with over 32 pools in its inventory. DPR works closely with the District of Columbia Department of Health and the Department of Energy and Environment to ensure compliance with all pool operations laws and regulations in the District. DPR provides expertise and certifications in pool operations and lifeguard training.

DCPS has requested the services of DPR to continue pool management services at the school based pools for students enrolled in those schools during physical education programs or other special events during the school year. DCPS acknowledges DPR's expertise and is interested in its services to ensure that the pools are properly supervised and maintained.

**II. PROGRAM GOALS AND OBJECTIVES**

To assist DCPS with the programmatic goals, DPR will provide aquatic operations services during the day or an 8-hour time frame that is appropriate for the school's schedule and related programs. Monday through Friday, DCPS will be responsible for all instruction, class management and curriculum implementation while DPR will be responsible for operational compliance, safety, emergency response, coordination of maintenance and lifeguarding. This MOU applies to the following locations for the 2018-19 school year:

- 1. Dunbar Senior High School 11 St SE
- 2. Woodson Senior High School 4400 St SE
- 3. Ballou Senior High School 301 St SE
- 4. Ardolph Senior High School 1200 Linton St SE
- 5. Roosevelt Senior High School 313 St SE
- 6. Marie Reed Aquatic Center 2218 St SE

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU, editiously and economically all of the Parties do hereby agree

## A. RESPONSIBILITIES OF DCPS

1. Provide the necessary funding for site pool managers, site Pool Operators, certifications and certified in International Lifeguard Training Program (IPLP) for all hours of services per week on non-overtime as required for lanes in this schedule shall be filled against this MOU on a pro-rata in writing to the IPLP Joint Contract referenced in Section 10.0 before overtime work is performed.
2. Provide the necessary funding for the 12 lifeguards, IPLP certification for all hours per week for the schedule provide IPLP on overtime as required shall be filled against this MOU on a pro-rata on the IPLP Joint Contract in writing referenced in Section 10.0 before overtime work is performed.
3. Purchase rescue and swim class equipment needed for all site locations. List of relevant rescue equipment will be provided by PR and will not exceed \$10,000 per site.
4. Clean locker rooms and restrooms daily for all pool-based users but in the pools are open to the community at other times through another agreement with PR other than this MOU. PR will be responsible for cleaning and stocking in the restrooms as required by subcontract agreement.
5. Manage all programmatic elements during the swim sessions including registration of participants, teacher scheduling, discipline, curriculum implementation and program evaluation.
6. Notify PR one (1) business day in advance of days when pool services are not required.

## B. RESPONSIBILITIES OF DPR

1. Maintain permits and basic business licenses from RR, naming PR as the operator.
2. Ensure compliance with all regulations regarding safe pool operations and water chemistry.
3. Ensure compliance with all regulations regarding the application of estuaries.
4. Hire and manage the pool operators, site Pool Operators, certifications and certified in International Lifeguard Training Program (IPLP) to operate the pools and provide the lifeguards as needed.
5. Hire and manage the 12 lifeguards, IPLP certification.
6. Conduct certification in pool operators license and IPLP for PR pool managers and lifeguards when needed.

- 10. Maintain and issue standard operating procedures that are compliant with applicable laws and industry standards
- 11. Respond to and manage all aquatic emergencies located within the pool and locker room areas
- 12. Provide OSHA Principals with incident reports and other relevant updates immediately after an incident has occurred and discipline that is taken regarding the liability on a case-by-case basis or more often if needed. Immediate disciplinary action is recommended. OSHA will be notified immediately
- 13. Provide notice to the Principals of an needed delayed openings or closures
- 14. Administer pool chemicals purchased by the Department of General Services
- 15. Report any facility maintenance needs to the Department of General Services and school Principals
- 16. Provide list of rescue equipment not to exceed \_\_\_\_\_ per school. OSHA will purchase

**IV. DURATION OF MOU**

- A. The period of this MOU shall be 12/1/2018 through the remuneration of a year in the amount of this MOU or 3/21 \_\_\_\_\_ per \_\_\_\_\_ unless terminated in writing by the Parties prior to the expiration

**V. AUTHORITY FOR MOU**

\_\_\_\_\_ Official Code 13-1-1 \_\_\_\_\_

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

- 1. Total and actual cost for goods and services under this MOU shall not exceed \_\_\_\_\_ 1 \_\_\_\_\_ or \_\_\_\_\_ 1 \_\_\_\_\_ unless a modification is executed pursuant to subsection \_\_\_\_\_ 3 of the total and actual cost of all goods and services provided or to be provided under this MOU including an additional personnel overtime or purchases shall not exceed \_\_\_\_\_ 1 \_\_\_\_\_ or \_\_\_\_\_ 1 \_\_\_\_\_
- 2. Funding for the goods and services shall not exceed the actual costs of goods and services based on \_\_\_\_\_



event that the Parties are unable to resolve a financial issue the matter shall be referred to the appropriate official operations and systems.

### C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to and all provisions of this MSA or any subsequent agreement entered into between the parties pursuant to this MSA are and shall remain subject to the provisions of the federal anti-deficiency statute 31 USC 13213-13213-1 and the District of Columbia anti-deficiency statute DC Code 3-301-3-308 2-1 and the District of Columbia Code 1-2-2000-2-2000 as the foregoing statutes may be amended from time to time regardless of whether a particular obligation has been expressly so conditioned.

### VII. COMPLIANCE AND MONITORING

This MSA is funded by District of Columbia funds. The seller herein shall be subject to scheduled and unscheduled monitoring efforts to ensure compliance with all applicable requirements.

### VIII. RECORDS AND REPORTS

The seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MSA and upon the District of Columbia's request make these documents available for inspection by duly authorized representatives of the Buyer and other officials as may be specified by the District of Columbia at its sole discretion.

### IX. CONFIDENTIAL INFORMATION

The Parties to this MSA will use, restrict, safeguard and disclose of all information related to services provided by this MSA in accordance with all relevant federal and local statutes, regulations, policies, information received by either Party in the performance of responsibilities associated with the performance of this MSA shall remain the property of the Buyer.

### X. TERMINATION

Either Party may terminate this MSA in whole or in part by filing a written notice 30 calendar days in advance to the other Party.

### XI. NOTICE

The following individuals are the contact points for each Party under this MSA:

Douglas Hollis Jr  
Executive Operations and Programs  
District of Columbia Public Tools Office Operational Director  
1200 First Street  
Washington DC 20002  
Phone 202 462 1188  
mail [douglas.hollis@doj.gov](mailto:douglas.hollis@doj.gov)

James Washington  
PR Director Operations  
Department of Parks and Recreation  
2000 Georgia Ave  
Washington DC 20001  
Phone 202 725 1111  
mail [james.washington@dc.gov](mailto:james.washington@dc.gov)

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified during the term of this MOU upon prior written agreement of the Parties and in accordance with applicable law.

**XIII. PROCUREMENT PRACTICES ACT**

The District of Columbia Attorney General plans to utilize the goods or services of an agent or third party contractor or consultant to provide any of the goods or services specified under this MOU when the agent or instrumentalities fall aside with the provisions of the District of Columbia Procurement Practices Act of 1980, 52 D.C. Code § 2301, *et seq.* to procure the goods or services of the agent or third party.

**XIII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations, whether or not created or promulgated.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

District of Columbia Public Tools

\_\_\_\_\_

Manda Alexander

Date \_\_\_\_\_

Interim General Counsel PR

\_\_\_\_\_

Date \_\_\_\_\_

Keith Anderson

Director PR



**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS,**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,**  
**AND**  
**MEDSTAR GEORGETOWN MEDICAL CENTER**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS,  
DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,  
AND  
MEDSTAR GEORGETOWN MEDICAL CENTER**

This Memorandum of Agreement (“MOA”) is made between the District of Columbia Public Schools (“DCPS”), District of Columbia Department of Health (“DOH”) and MEDSTAR Georgetown Medical Center (“Operator”), each individually referred to as “Party”, or collectively as the “Parties”.

**I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the overall physical and emotional health of DCPS students who are enrolled at **Anacostia Senior High School** (the “School”) and the children of students enrolled at School. Operator has been awarded a grant from DOH to operate a school-based health center (the “Center”) at the School.

**II. Overview**

The Center will provide the health services outlined in the Operator’s grant agreement with DOH (“Health Services”), dated October 1, 2013, and incorporated by reference, consistent with applicable Federal and District policies, regulations and laws. Health Services shall include, but are not limited to: 1) primary care services, including routine preventive health services, diagnosis and treatment for acute and chronic illness, physical examinations, medical specialty referrals, laboratory tests, medical and social case management , family planning services, limited pre- and post-natal services with appropriate referral, community-based social services referrals, vaccinations, prescriptions, nutritional assessments, administration of medication, triage and treatment of medical emergencies, substance abuse preventive education, supportive counseling and referral to treatment services; and health education; 2) oral health services; and 3) mental health services.

The target population consists of all students enrolled at the School and their children. Health Services and any related services provided to students by Operator will be provided free of out of pocket expenses to students and their children unless required by law. Operator will be responsible for all billing of third-party payers and for protecting patient privacy and confidentiality in the conduct of such activity, consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPAA)’s Administrative Simplification Regulations found at 45.C.F.R. 160, 162 and 164 and the Family Education Rights and Privacy Act of 1974 (FERPA), including regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). Business associates of Operator are also responsible for complying with HIPAA and FERPA.

Operator expressly acknowledges that DCPS does not assume any cost or responsibility for clinical policies and operation of the Center, with the exception of utilities, internet and telephone services, existing school-based security, and facility maintenance.

### **III. Scope of Service**

#### **A. DCPS shall be responsible for the following:**

1. Subject to Center obtaining a use agreement from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for the Center to operate.
2. If the Center does not include health education space, DCPS/the School will provide health education space upon request by Operator, when possible, so long as Center is able to obtain a use agreement from DGS Realty.
3. Principal of the School will designate a school official to serve as a liaison to the Operator staff.
4. Allow students to leave class in a manner authorized by the School in order to receive Health Services provided by Center.
5. Provide maintenance, routine cleaning (excluding bio-hazardous materials).
6. Provide general security services at School on weekdays from 8:00 a.m. until 4:30 p.m., including the school space used by the Operator.
7. Ensure that the School’s Public Announcement system is connected to the Center so that Operator staff can hear school announcements.
8. Ensure that all repairs to the Center space requested by Operator are performed in a reasonable amount of time. All repairs to the Center space shall be made at DCPS’ sole expense, except that any repairs which are necessitated by the negligence or misconduct of Operator shall be made at the expense of the Operator, as will repairs to furniture and equipment purchased and maintained by the Operator.
9. Monitor repair requests through the facilities work request system.
10. Ensure that operational internet and phone lines are provided and connected.

11. Ensure that assistance is provided to connect Operator's IT server to the Center; provided, however, this responsibility does not obligate DCPS to ensure the connectivity of Operator's IT server.
12. Ensure that the Center space complies with applicable Federal and District regulations and laws, and the D.C. School-Based Health Center Facility Standards. (*See Attachment A.*)
13. Deliver the Center space to the Operator with all electrical, plumbing, heating, and cooling systems operating in good working order and with the facility clean, painted, and free of grime, dirt, and debris.
14. Maintain all electrical, plumbing, heating, and cooling systems in good working order throughout the Operator's occupancy of the Center space.
15. Ensure coordination of Center Health Services with other related health activities occurring in the School.
16. Use its best efforts to ensure that Operator is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Operator's ability to provide Health Services at the Center. In the event that the Center space itself requires renovation and temporary removal of Operator from the space, DCPS will use its best efforts to ensure that Operator is provided with substantially similar space to deliver Health Services without interruption.
17. Assist Operator staff in obtaining written consent from parent/guardian (or student if 18 years or older) for student to receive Health Services at the Center, and to allow DCPS, the Center, and DOH to share protected health information and for the Center to receive student education records from DCPS, pursuant to Section VI of this MOA. This will be in accordance with all Federal and District privacy laws and regulations.
18. Provide DCPS Emergency and Safety protocols to Operator, which can currently be accessed at:  
<http://esa.dc.gov/page/school-guides-and-protocols>
19. Ensure school staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur outside of the Center; the School will not rely on Operator staff to respond to these emergencies.

20. Ensure that the School staff members provide Operator staff with student's schedules in a timely manner, when needed, to locate a student for care or follow-up. This will be in subject to the consent requirements outlined in Section VI of this MOA.
21. Ensure that the School Principal or principal's designee will be available to meet with Operator staff for routine meetings at least twice annually, and otherwise as needed.
22. Establish a Local School Health Center Advisory Council ("LSHCAC") for the Center. The LSHCAC shall be representative of the constituency and is oriented to SHC services. Advisory council membership should include school staff, community members, health providers (including the professional school nurse representative), parents and students.
23. Use its best efforts to ensure that the principal's liaison to the Operator, or another contact person designated by the principal, is available to open the School for Operator staff during non-school hours, if necessary, to preserve vaccines or other medications, or for another urgent purpose.
24. Ensure that related School staff members collaborate with Operator staff for the smooth integration of a broad range of school-based health services, including, but not limited to: School psychologist, social workers, counselors and health educators.
25. Ensure that Center space is reserved for use by Operator pursuant to the terms of a use agreement unless DOH, Operator and DCPS agree that another use is permissible.

**B. DOH shall be responsible for the following:**

1. Ensure Operator compliance with the terms of the DOH grant agreement.
2. Provide funding in accordance with the terms of the grant agreement through fiscal year 2014 (FY14).
3. Provide vaccines through the Vaccines For Children program for administration in the Center to eligible patients provided that an electronic monitoring system is installed to monitor vaccine temperatures, and DOH approved protocols are established to protect the vaccine supply in case of a power failure at the school.

4. Provide DCPS with quarterly data reports including: names, student identification numbers and dates of birth for students seen and whose parents have consented to the sharing of such data. The data will be transmitted in a manner that meets the applicable privacy and security requirements of FERPA and HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to HITECH Act of 2009. The quarterly report will also include non-student-identifying utilization data, utilization data, student outcomes and impact.
5. Ensure School nurse's collaboration with Center.
6. Obtain approval from DCPS before directing the Operator to implement any new programs at the Center.
7. Designate a representative to serve on the Local School Health Center Advisory Council (LSHCAC).
8. Ensure and maintain access to student health records as needed for monitoring purposes in accordance with Federal and District privacy laws and regulations.
9. Ensure transfer of student health and education records to any successor Operator of the Center, if there is a change in operators, or to other providers (identified by the Operator) in the event the Center is closed. These transfers would be made in accordance with federal and District of Columbia laws related to privacy, confidentiality and data security.

**C. Operator shall be responsible for the following:**

1. Comply with all provisions of the DOH grant agreement referenced in Article II Scope of Work.
2. Provide Health Services to students enrolled at School. Operator is not responsible for providing Health Services to school staff, contractors, non-enrolled students or school visitors.
3. Provide Health Services to the children of students enrolled at School.
4. Ensure all Health Services to students at the School are provided only by certified and licensed health professionals. Medical students and residents, however may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Operator's staff, according to all applicable District laws and licensing

requirements.

5. Operate year round, on weekdays, during School security hours of 8:00 a.m. – 4:30 p.m. Provide Health Services outside of these hours if appropriate security measures can be put in place and maintained by DCPS. Additional hours must be approved by DCPS, with agreement from the Operator.
6. Operate the Center with a modified schedule during DCPS scheduled holidays and breaks if appropriate security measures are put in place and maintained by DCPS. Modified hours must be approved by DCPS, with agreement from the Operator.
7. With the exception of the School nurse and Department of Behavioral Health (DBH) personnel, Operator will be solely responsible for all Health Services and related services provided by Operator staff/contractors or any third party regarding health care and related services provided to students at the Center. Any other health care practitioners operating in the Center shall be credentialed and directly supervised by the Operator.
8. Ensure that, for any student under 18 years of age, written parental consent to receive Health Services at the Center not covered by the Minor's Health Consent Regulation (22-B DCMR 600.7) and written consent to receive education records is obtained from that student's parent/guardian and maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator, and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
9. Ensure that written consent to receive Health Services covered by the Minor's Health Consent Regulation is obtained from any student wishing to receive such services at the Center, and that such written consent is maintained in that student's health record. Enrollment begins once a signed consent form is submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
10. Ensure that written consent to receive Health Services at the Center and written consent to receive education records is obtained from any student 18 years of age or older, and that such written consent is maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.

11. Provide appropriate and necessary services to pregnant and parenting students enrolled in the Center. Such services may include, but are not limited to, Health Services, mental health services, case management and psycho-educational workshops. Operator will collaborate with DCPS and New Heights staff in the provision of these services.
12. Collaborate with the school nurse, school mental health providers, health/physical education teachers, and other School staff.
13. Ensure that health education provided to students aligns with DC Health Learning Standards.
14. Participate in routine meetings with the School principal to provide updates on any critical issues impacting the operations of the Center.
15. Follow DC's School Emergency Response Plan and Management Guide. These can currently be found at:  
[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)
16. Operator staff will write prescriptions and dispense prescription drugs and over-the-counter drugs, in accordance with DC Municipal Regulations 5-2413, School-Based Health Centers.
17. Operator staff will administer vaccines to enrolled children eligible for the Vaccines for Children program, upon receipt of a signed parental consent form.
18. Adhere to all Federal and District laws, regulations, and policies regarding the dispensing, storage, handling and administration of medications.
19. Ensure that completed Universal Health Certificates are given to the School nurse as soon as possible.
20. Provide a repair request, as necessary, through the DCPS system by contacting the Principal's liaison.
21. Provide bio-hazardous medical waste removal services for the Center.
22. Provide DOH with the annual data reports required under Article VII.D of the grant agreement including for those years after the end of the grant period.

23. Provide all supplies needed by the Operator to provide Health Services in the Center.
24. Designate a representative to serve on the LSHCAC.
25. Submit Center clinical operations policies and procedures including data security and medication security policies and procedures (for the Center) to DOH for review and approval.
26. Ensure and maintain access to student health and education records as needed for monitoring purposes, in accordance with all Federal and District privacy laws and regulations.
27. With DCPS approval, Operator may expand services to serve students from additional schools, other family members, and/or community members if Center has the capacity.
28. Provide DOH with quarterly data reports including: names, student identification numbers and dates of birth for students seen and for whom consent has been provided for the sharing of such data. The data shall be transmitted in a manner that meets the applicable privacy and security requirements of HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to the HITECH Act of 2009. The quarterly report will also include non-student identifying utilization data.
29. In the event that there is a change in Center operators, the current Operator will work with DOH, DCPS and the successor Operator to ensure a smooth transition, including but not limited to, the transfer of student health and education records in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security. If the Operator will cease delivering services at the Center, the Operator will identify providers and/or resources to ensure continued services for enrolled students and their children, and will transfer student health and education records to those providers as needed, in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security.

#### **IV. Background Checks**

##### **A. Applicable Personnel**

Operator shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004

(D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder (“Background Check”), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared within the last two (2) years.

**B. Access**

Operator shall ensure any personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and have not been cleared by DCPS will not have access to DCPS students.

**V. Use Agreements**

Operator’s authorization to access and use any DCPS facility space may be conditioned upon Operator’s first executing a Use Agreement if required by “DGS Realty.” DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, and will guarantee that any required Use Agreement will be obtained. Operator’s insurance will be provided to DGS through the Use Agreement.

**VI. Insurance**

Operator shall carry and pay for insurance coverage to protect it, DOH and DCPS from property damage or bodily injury claims resulting from any of the services provided by Operator 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 \$2,000,000 per incident/\$4,000,000 in the aggregate for the term of this MOA. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. 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 Operator by DCPS.

**VII. Anti-Deficiency**

DOH’s and DCPS’ duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, 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 agreement shall create an obligation on DOH or DCPS in anticipation of an appropriation by Congress for such purpose, and DOH's and DCPS' legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **VIII. Data Sharing and Confidentiality**

### **A. Confidentiality**

Operator shall, and shall cause all Operator employees, contractors and volunteers to, agree to keep private and confidential (1) all Center student lists and any other personally identifiable information compiled by Operator concerning students who have been provided services under this MOA, and (2) any other information compiled by or created by Operator which is proprietary to and which is identified as proprietary to DOH or DCPS in this MOA or in any other document ("Confidential Information").

### **B. Minor's Health Consent**

In instances where a student is receiving services under the Minor's Health Consent Regulation, Operator must have the student's written consent.

### **C. Consent**

Student data will be shared among Parties, only with consent, as follows:

1. DCPS will seek consent from the parent/guardian or from students 18 years or older, to share personally identifiable information from student educational records covered under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA Data") with Operator staff, DOH, and DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations.
2. Operator will seek consent from the parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older, to share student health information with DCPS,

DOH, and DBH clinicians. Such consent shall be in a form conforming to all applicable legal requirements.

**D. FERPA Data Access**

In order for DCPS to allow the Center's staff to access FERPA data, the parent/guardian or student 18 years or older must provide written consent in a form that complies with the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations, and DCPS must obtain a copy of such consent.

**E. Data Sharing**

Health data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Any student's health data obtained from Operator will be kept private and confidential per the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and any FERPA Data will be kept private and confidential per FERPA and applicable law, and no data will be released to anyone other than DCPS staff involved in that student's treatment, including any third parties, except as required by law or with the written consent of parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older.

**F. Student Information**

Use of personally identifiable student information shall be limited as follows:

1. DCPS and its employees agree to use student health information collected by Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student if 18 years or older.
2. Operator and its employees agree to use Confidential Information, and education record information received from DCPS exclusively for the purposes specified in this MOA and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older.

3. Operator and its employees will obtain written consent from a parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older before disclosing information specified in subsection VIII.C.2 to a third party, even in furtherance of a previously consented to purpose.
4. DCPS and its employees will obtain written consent from a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older before disclosing information specified in subsection VIII.C.1 to a third party, even in furtherance of a previously consented to purpose.
5. Employees of DCPS and Operator shall have access to and may use Confidential Information only to the minimum extent necessary to do their jobs.
6. DOH and its employees agree to use student health information collected by the Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations, and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation, or student 18 years or older.

**G. Breach**

1. In the event of a breach or a threatened breach of this Article by Operator, Operator's employees, DCPS, or DCPS' employees, any non-breaching party shall have the right to immediately terminate this MOA.
2. In the event of a breach, suspected breach or threatened breach of this Article by any Party, the Party must notify the other Parties, the DCPS General Counsel and the DOH General Counsel. The Party must immediately investigate and mitigate actual or suspected breaches in cooperation with the DCPS General Counsel and the DOH General Counsel.

**H. Termination**

Upon the effective date of termination of this MOA, Operator shall promptly, and shall cause all Operator employees promptly to transfer student health records to any successor Operator or, if the Center is closing as of that date, to other providers as needed to ensure the continuation of health services for students enrolled at the Center, in accordance with Federal and District law and regulations.

## **I. Sharing with Primary Care Provider**

Operator, DOH and DCPS acknowledge and agree that information may be shared with a student's primary care provider (PCP) as follows:

1. Operator may share student health information for treatment purposes with PCP or any other health care provider authorized to treat the student. Operator will obtain consent of parent/guardian or student if 18 years or older before authorizing PCP or any other health care provider to use student health information for any purpose other than treatment of the student.
2. DCPS will obtain consent from a parent/guardian or student if 18 years or older before sharing FERPA Data with PCP or any other health care provider.
3. If Center Operator staff attend School meetings relating to a child, DCPS will obtain consent from the child's parent/guardian or student 18 years or older to share FERPA Data with Operator staff, and Operator will obtain consent to share student health data with school staff who are involved in that student's treatment. Consent must comply with the requirements of 34 C.F.R. 99.30(b).
  - a. Operator staff may share student immunization data with School personnel for treatment purposes only.
  - b. Operator agrees that, if it publishes any demographic or medical data about the Center, the publication will not include personally identifiable information about any DCPS student without the prior written consent of DCPS and DOH' Privacy Officer and the student's parent or guardian or student 18 years or older, or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS. Operator shall forward a copy of any proposed publications to DCPS and DOH for their review and comments at least sixty (60) calendar days prior to submission for publication. DCPS and DOH understand and agree that Operator is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of student services or to delete or correct student/facility identifying information or any other FERPA related data. DCPS and DOH further agree to notify Operator in writing at least thirty (30) calendar days prior to the publication submission date of the need for such correction.
  - c. All Parties will ensure all data transfers are HIPAA compliant, including HITECH, when sharing data. All Parties agree to adhere to

all applicable Federal and District laws and regulations, pertaining to privacy and confidentiality of records, including FERPA, HIPAA and HITECH.

- d. Operator will comply with all Federal and District laws and regulations requiring the reporting of health information for health surveillance purposes, including but not limited to reporting to the District of Columbia Immunization Registry.

**IX. Term of the MOA**

This MOA shall begin on the date it is executed and remain in force for two (2) years unless terminated as provided by Section VIII below, provided Operator maintains funding to provide health services at School. (See section XIII (D) for survival clause)

**X. Termination of MOA**

**A. DCPS Termination**

DCPS may terminate this MOA upon sixty (60) days prior written notice to Operator and DOH on the following grounds:

- 1. Operator or DOH fails to comply with the material terms of this MOA;
- 2. Operator or DOH fails to coordinate with DCPS regarding program adjustments;
- 3. Elimination of this program or service; and/or
- 4. Operator fails to follow District laws, rules or regulations.

**B. DOH Termination**

DOH may terminate this MOA upon sixty (60) days prior written notice to DCPS and Operator on the following grounds:

- 1. Operator or DCPS fails to comply with the material terms of this MOA;
- 2. Operator or DCPS fails to coordinate with DOH regarding program adjustments;
- 3. Elimination of this program or service; and/or
- 4. Operator fails to follow District laws, rules or regulations.

**C. Operator Termination**

Operator may terminate this MOA upon sixty (60) days prior written notice to DCPS and DOH on the following

1. Loss of program grant or a substantial reduction in funding that severely limits the level of services that can be provided;
2. Closure of the School; and/or
3. DCPS or DOH fails to comply with the material terms of this MOA.

**D. Mutual Consent for Termination**

DCPS, DOH or Operator may terminate this MOA without cause upon sixty (60) days prior written notice to the other Parties. This MOA may be terminated immediately upon the mutual consent of the Parties.

**XI. Assumption of Risk, Indemnification and Waiver**

Operator hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at School at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the School at the sole risk and hazard of Operator. Moreover, except in instances arising out of negligence or willful misconduct of DCPS or DOH, Operator hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Operator's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Operator for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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. Operator's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.

**XII. 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.

These individuals are responsible for the management and coordination of the

requirements for each respective Party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to:

**TO DCPS:**

Diana Bruce  
Director of Health and Wellness  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, D.C. 20002  
(202) 442-5103

Andrea Shore  
Program Manager for Health Services  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, DC 20002  
(202) 719-6555

**TO DOH:**

Charlissa Quick  
Division Chief  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9123

Luigi Buitrago  
Program Monitor  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9154

**TO OPERATOR:**

Matthew Levy, MD  
Division Chief Community Pediatrics  
Department of Pediatrics

Georgetown University Hospital  
3800 Reservoir Road NW  
Washington DC 20007  
(202) 444-8135

### **XIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 resided in paragraph IX Term of MOA until funding by DOH is exhausted.

#### **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 any Parties.

#### **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.

**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.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon full execution of this MOA. The parties may execute this MOA in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DCPS:

*UK for Kaya Henderson*

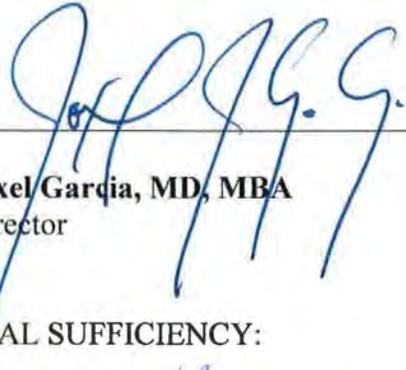
*3/4/14*

**Kaya Henderson**  
Chancellor

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DOH:

  
\_\_\_\_\_  
**Joxel Garcia, MD, MBA**  
Director

*1/31/14*  
\_\_\_\_\_  
Date

FOR LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
**Phillip Husband, Esq.**  
General Counsel

*01-30-2014*  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

OPERATOR:



**Richard Goldberg, MD**  
President

Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS,**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,**  
**AND**  
**UNITY HEALTH CARE INC.**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS,  
DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,  
AND  
UNITY HEALTH CARE INC.**

This Memorandum of Agreement (“MOA”) is made between the District of Columbia Public Schools (“DCPS”), District of Columbia Department of Health (“DOH”) and Unity Health Care Inc. (“Operator”), each individually referred to as “Party”, or collectively as the “Parties”.

**I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the overall physical and emotional health of DCPS students who are enrolled at **Ballou Senior High School** (the “School”) and the children of students enrolled at School. Operator has been awarded a grant from DOH to operate a school-based health center (the “Center”) at the School.

**II. Overview**

The Center will provide the health services outlined in the Operator’s grant agreement with DOH (“Health Services”), dated October 1, 2013, and incorporated by reference, consistent with applicable Federal and District policies, regulations and laws. Health Services shall include, but are not limited to: 1) primary care services, including routine preventive health services, diagnosis and treatment for acute and chronic illness, physical examinations, medical specialty referrals, laboratory tests, medical and social case management , family planning services, limited pre- and post-natal services with appropriate referral, community-based social services referrals, vaccinations, prescriptions, nutritional assessments, administration of medication, triage and treatment of medical emergencies, substance abuse preventive education, supportive counseling and referral to treatment services; and health education; 2) oral health services; and 3) mental health services.

The target population consists of all students enrolled at the School and their children. Health Services and any related services provided to students by Operator will be provided free of out of pocket expenses to students and their children unless required by law. Operator will be responsible for all billing of third-party payers and for protecting patient privacy and confidentiality in the conduct of such activity, consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPAA)’s Administrative Simplification Regulations found at 45.C.F.R. 160, 162 and 164 and the Family Education Rights and Privacy Act of 1974 (FERPA), including regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECTH). Business associates of Operator are also responsible for complying with HIPAA and FERPA.

Operator expressly acknowledges that DCPS does not assume any cost or responsibility for clinical policies and operation of the Center, with the exception of utilities, internet and telephone services, existing school-based security, and facility maintenance.

**III. Scope of Service**

**A. DCPS shall be responsible for the following:**

1. Subject to Center obtaining a use agreement from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for the Center to operate.
2. If the Center does not include health education space, DCPS/the School will provide health education space upon request by Operator, when possible, so long as Center is able to obtain a use agreement from DGS Realty.
3. Principal of the School will designate a school official to serve as a liaison to the Operator staff.
4. Allow students to leave class in a manner authorized by the School in order to receive Health Services provided by Center.
5. Provide maintenance, routine cleaning (excluding bio-hazardous materials).
6. Provide general security services at School on weekdays from 8:00 a.m. until 4:30 p.m., including the school space used by the Operator.
7. Ensure that the School’s Public Announcement system is connected to the Center so that Operator staff can hear school announcements.
8. Ensure that all repairs to the Center space requested by Operator are performed in a reasonable amount of time. All repairs to the Center space shall be made at DCPS’ sole expense, except that any repairs which are necessitated by the negligence or misconduct of Operator shall be made at the expense of the Operator, as will repairs to furniture and equipment purchased and maintained by the Operator.
9. Monitor repair requests through the facilities work request system.
10. Ensure that operational internet and phone lines are provided and connected.

11. Ensure that assistance is provided to connect Operator's IT server to the Center; provided, however, this responsibility does not obligate DCPS to ensure the connectivity of Operator's IT server.
12. Ensure that the Center space complies with applicable Federal and District regulations and laws, and the D.C. School-Based Health Center Facility Standards. (*See Attachment A.*)
13. Deliver the Center space to the Operator with all electrical, plumbing, heating, and cooling systems operating in good working order and with the facility clean, painted, and free of grime, dirt, and debris.
14. Maintain all electrical, plumbing, heating, and cooling systems in good working order throughout the Operator's occupancy of the Center space.
15. Ensure coordination of Center Health Services with other related health activities occurring in the School.
16. Use its best efforts to ensure that Operator is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Operator's ability to provide Health Services at the Center. In the event that the Center space itself requires renovation and temporary removal of Operator from the space, DCPS will use its best efforts to ensure that Operator is provided with substantially similar space to deliver Health Services without interruption.
17. Assist Operator staff in obtaining written consent from parent/guardian (or student if 18 years or older) for student to receive Health Services at the Center, and to allow DCPS, the Center, and DOH to share protected health information and for the Center to receive student education records from DCPS, pursuant to Section VI of this MOA. This will be in accordance with all Federal and District privacy laws and regulations.
18. Provide DCPS Emergency and Safety protocols to Operator, which can currently be accessed at:  
<http://esa.dc.gov/page/school-guides-and-protocols>
19. Ensure school staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur outside of the Center; the School will not rely on Operator staff to respond to these emergencies.

20. Ensure that the School staff members provide Operator staff with student's schedules in a timely manner, when needed, to locate a student for care or follow-up. This will be in subject to the consent requirements outlined in Section VI of this MOA.
21. Ensure that the School Principal or principal's designee will be available to meet with Operator staff for routine meetings at least twice annually, and otherwise as needed.
22. Establish a Local School Health Center Advisory Council ("LSHCAC") for the Center. The LSHCAC shall be representative of the constituency and is oriented to SHC services. Advisory council membership should include school staff, community members, health providers (including the professional school nurse representative), parents and students.
23. Use its best efforts to ensure that the principal's liaison to the Operator, or another contact person designated by the principal, is available to open the School for Operator staff during non-school hours, if necessary, to preserve vaccines or other medications, or for another urgent purpose.
24. Ensure that related School staff members collaborate with Operator staff for the smooth integration of a broad range of school-based health services, including, but not limited to: School psychologist, social workers, counselors and health educators.
25. Ensure that Center space is reserved for use by Operator pursuant to the terms of a use agreement unless DOH, Operator and DCPS agree that another use is permissible.

**B. DOH shall be responsible for the following:**

1. Ensure Operator compliance with the terms of the DOH grant agreement.
2. Provide funding in accordance with the terms of the grant agreement through fiscal year 2014 (FY14).
3. Provide vaccines through the Vaccines For Children program for administration in the Center to eligible patients provided that an electronic monitoring system is installed to monitor vaccine temperatures, and DOH approved protocols are established to protect the vaccine supply in case of a power failure at the school.

4. Provide DCPS with quarterly data reports including: names, student identification numbers and dates of birth for students seen and whose parents have consented to the sharing of such data. The data will be transmitted in a manner that meets the applicable privacy and security requirements of FERPA and HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to HITECH Act of 2009. The quarterly report will also include non-student-identifying utilization data, utilization data, student outcomes and impact.
5. Ensure School nurse's collaboration with Center.
6. Obtain approval from DCPS before directing the Operator to implement any new programs at the Center.
7. Designate a representative to serve on the Local School Health Center Advisory Council (LSHCAC).
8. Ensure and maintain access to student health records as needed for monitoring purposes in accordance with Federal and District privacy laws and regulations.
9. Ensure transfer of student health and education records to any successor Operator of the Center, if there is a change in operators, or to other providers (identified by the Operator) in the event the Center is closed. These transfers would be made in accordance with federal and District of Columbia laws related to privacy, confidentiality and data security.

**C. Operator shall be responsible for the following:**

1. Comply with all provisions of the DOH grant agreement referenced in Article II Scope of Work.
2. Provide Health Services to students enrolled at School. Operator is not responsible for providing Health Services to school staff, contractors, non-enrolled students or school visitors.
3. Provide Health Services to the children of students enrolled at School.
4. Ensure all Health Services to students at the School are provided only by certified and licensed health professionals. Medical students and residents, however may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Operator's staff, according to all applicable District laws and licensing

requirements.

5. Operate year round, on weekdays, during School security hours of 8:00 a.m. – 4:30 p.m. Provide Health Services outside of these hours if appropriate security measures can be put in place and maintained by DCPS. Additional hours must be approved by DCPS, with agreement from the Operator.
6. Operate the Center with a modified schedule during DCPS scheduled holidays and breaks if appropriate security measures are put in place and maintained by DCPS. Modified hours must be approved by DCPS, with agreement from the Operator.
7. With the exception of the School nurse and Department of Behavioral Health (DBH) personnel, Operator will be solely responsible for all Health Services and related services provided by Operator staff/contractors or any third party regarding health care and related services provided to students at the Center. Any other health care practitioners operating in the Center shall be credentialed and directly supervised by the Operator.
8. Ensure that, for any student under 18 years of age, written parental consent to receive Health Services at the Center not covered by the Minor's Health Consent Regulation (22-B DCMR 600.7) and written consent to receive education records is obtained from that student's parent/guardian and maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator, and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
9. Ensure that written consent to receive Health Services covered by the Minor's Health Consent Regulation is obtained from any student wishing to receive such services at the Center, and that such written consent is maintained in that student's health record. Enrollment begins once a signed consent form is submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
10. Ensure that written consent to receive Health Services at the Center and written consent to receive education records is obtained from any student 18 years of age or older, and that such written consent is maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.

11. Provide appropriate and necessary services to pregnant and parenting students enrolled in the Center. Such services may include, but are not limited to, Health Services, mental health services, case management and psycho-educational workshops. Operator will collaborate with DCPS and New Heights staff in the provision of these services.
12. Collaborate with the school nurse, school mental health providers, health/physical education teachers, and other School staff.
13. Ensure that health education provided to students aligns with DC Health Learning Standards.
14. Participate in routine meetings with the School principal to provide updates on any critical issues impacting the operations of the Center.
15. Follow DC's School Emergency Response Plan and Management Guide. These can currently be found at:  
[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)
16. Operator staff will write prescriptions and dispense prescription drugs and over-the-counter drugs, in accordance with DC Municipal Regulations 5-2413, School-Based Health Centers.
17. Operator staff will administer vaccines to enrolled children eligible for the Vaccines for Children program, upon receipt of a signed parental consent form.
18. Adhere to all Federal and District laws, regulations, and policies regarding the dispensing, storage, handling and administration of medications.
19. Ensure that completed Universal Health Certificates are given to the School nurse as soon as possible.
20. Provide a repair request, as necessary, through the DCPS system by contacting the Principal's liaison.
21. Provide bio-hazardous medical waste removal services for the Center.
22. Provide DOH with the annual data reports required under Article VII.D of the grant agreement including for those years after the end of the grant period.

23. Provide all supplies needed by the Operator to provide Health Services in the Center.
24. Designate a representative to serve on the LSHCAC.
25. Submit Center clinical operations policies and procedures including data security and medication security policies and procedures (for the Center) to DOH for review and approval.
26. Ensure and maintain access to student health and education records as needed for monitoring purposes, in accordance with all Federal and District privacy laws and regulations.
27. With DCPS approval, Operator may expand services to serve students from additional schools, other family members, and/or community members if Center has the capacity.
28. Provide DOH with quarterly data reports including: names, student identification numbers and dates of birth for students seen and for whom consent has been provided for the sharing of such data. The data shall be transmitted in a manner that meets the applicable privacy and security requirements of HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to the HITECH Act of 2009. The quarterly report will also include non-student identifying utilization data.
29. In the event that there is a change in Center operators, the current Operator will work with DOH, DCPS and the successor Operator to ensure a smooth transition, including but not limited to, the transfer of student health and education records in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security. If the Operator will cease delivering services at the Center, the Operator will identify providers and/or resources to ensure continued services for enrolled students and their children, and will transfer student health and education records to those providers as needed, in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security.

#### **IV. Background Checks**

##### **A. Applicable Personnel**

Operator shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004

(D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder (“Background Check”), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared within the last two (2) years.

#### **B. Access**

Operator shall ensure any personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and have not been cleared by DCPS will not have access to DCPS students.

#### **V. Use Agreements**

Operator’s authorization to access and use any DCPS facility space may be conditioned upon Operator’s first executing a Use Agreement if required by “DGS Realty.” DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, and will guarantee that any required Use Agreement will be obtained. Operator’s insurance will be provided to DGS through the Use Agreement.

#### **VI. Insurance**

Operator shall carry and pay for insurance coverage to protect it, DOH and DCPS from property damage or bodily injury claims resulting from any of the services provided by Operator 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 \$2,000,000 per incident/\$4,000,000 in the aggregate for the term of this MOA. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. 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 Operator by DCPS.

#### **VII. Anti-Deficiency**

DOH’s and DCPS’ duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, 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 agreement shall create an obligation on DOH or DCPS in anticipation of an appropriation by Congress for such purpose, and DOH's and DCPS' legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **VIII. Data Sharing and Confidentiality**

### **A. Confidentiality**

Operator shall, and shall cause all Operator employees, contractors and volunteers to, agree to keep private and confidential (1) all Center student lists and any other personally identifiable information compiled by Operator concerning students who have been provided services under this MOA, and (2) any other information compiled by or created by Operator which is proprietary to and which is identified as proprietary to DOH or DCPS in this MOA or in any other document ("Confidential Information").

### **B. Minor's Health Consent**

In instances where a student is receiving services under the Minor's Health Consent Regulation, Operator must have the student's written consent.

### **C. Consent**

Student data will be shared among Parties, only with consent, as follows:

1. DCPS will seek consent from the parent/guardian or from students 18 years or older, to share personally identifiable information from student educational records covered under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA Data") with Operator staff, DOH, and DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations.
2. Operator will seek consent from the parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older, to share student health information with DCPS,

DOH, and DBH clinicians. Such consent shall be in a form conforming to all applicable legal requirements.

**D. FERPA Data Access**

In order for DCPS to allow the Center's staff to access FERPA data, the parent/guardian or student 18 years or older must provide written consent in a form that complies with the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations, and DCPS must obtain a copy of such consent.

**E. Data Sharing**

Health data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Any student's health data obtained from Operator will be kept private and confidential per the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and any FERPA Data will be kept private and confidential per FERPA and applicable law, and no data will be released to anyone other than DCPS staff involved in that student's treatment, including any third parties, except as required by law or with the written consent of parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older.

**F. Student Information**

Use of personally identifiable student information shall be limited as follows:

1. DCPS and its employees agree to use student health information collected by Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student if 18 years or older.
2. Operator and its employees agree to use Confidential Information, and education record information received from DCPS exclusively for the purposes specified in this MOA and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older.

3. Operator and its employees will obtain written consent from a parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older before disclosing information specified in subsection VIII.C.2 to a third party, even in furtherance of a previously consented to purpose.
4. DCPS and its employees will obtain written consent from a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older before disclosing information specified in subsection VIII.C.1 to a third party, even in furtherance of a previously consented to purpose.
5. Employees of DCPS and Operator shall have access to and may use Confidential Information only to the minimum extent necessary to do their jobs.
6. DOH and its employees agree to use student health information collected by the Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations, and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation, or student 18 years or older.

**G. Breach**

1. In the event of a breach or a threatened breach of this Article by Operator, Operator's employees, DCPS, or DCPS' employees, any non-breaching party shall have the right to immediately terminate this MOA.
2. In the event of a breach, suspected breach or threatened breach of this Article by any Party, the Party must notify the other Parties, the DCPS General Counsel and the DOH General Counsel. The Party must immediately investigate and mitigate actual or suspected breaches in cooperation with the DCPS General Counsel and the DOH General Counsel.

**H. Termination**

Upon the effective date of termination of this MOA, Operator shall promptly, and shall cause all Operator employees promptly to transfer student health records to any successor Operator or, if the Center is closing as of that date, to other providers as needed to ensure the continuation of health services for students enrolled at the Center, in accordance with Federal and District law and regulations.

## **I. Sharing with Primary Care Provider**

Operator, DOH and DCPS acknowledge and agree that information may be shared with a student's primary care provider (PCP) as follows:

1. Operator may share student health information for treatment purposes with PCP or any other health care provider authorized to treat the student. Operator will obtain consent of parent/guardian or student if 18 years or older before authorizing PCP or any other health care provider to use student health information for any purpose other than treatment of the student.
2. DCPS will obtain consent from a parent/guardian or student if 18 years or older before sharing FERPA Data with PCP or any other health care provider.
3. If Center Operator staff attend School meetings relating to a child, DCPS will obtain consent from the child's parent/guardian or student 18 years or older to share FERPA Data with Operator staff, and Operator will obtain consent to share student health data with school staff who are involved in that student's treatment. Consent must comply with the requirements of 34 C.F.R. 99.30(b).
  - a. Operator staff may share student immunization data with School personnel for treatment purposes only.
  - b. Operator agrees that, if it publishes any demographic or medical data about the Center, the publication will not include personally identifiable information about any DCPS student without the prior written consent of DCPS and DOH' Privacy Officer and the student's parent or guardian or student 18 years or older, or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS. Operator shall forward a copy of any proposed publications to DCPS and DOH for their review and comments at least sixty (60) calendar days prior to submission for publication. DCPS and DOH understand and agree that Operator is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of student services or to delete or correct student/facility identifying information or any other FERPA related data. DCPS and DOH further agree to notify Operator in writing at least thirty (30) calendar days prior to the publication submission date of the need for such correction.
  - c. All Parties will ensure all data transfers are HIPAA compliant, including HITECH, when sharing data. All Parties agree to adhere to

all applicable Federal and District laws and regulations, pertaining to privacy and confidentiality of records, including FERPA, HIPAA and HITECH.

- d. Operator will comply with all Federal and District laws and regulations requiring the reporting of health information for health surveillance purposes, including but not limited to reporting to the District of Columbia Immunization Registry.

**IX. Term of the MOA**

This MOA shall begin on the date it is executed and remain in force for two (2) years unless terminated as provided by Section VIII below, provided Operator maintains funding to provide health services at School. (See section XIII (D) for survival clause)

**X. Termination of MOA**

**A. DCPS Termination**

DCPS may terminate this MOA upon sixty (60) days prior written notice to Operator and DOH on the following grounds:

1. Operator or DOH fails to comply with the material terms of this MOA;
2. Operator or DOH fails to coordinate with DCPS regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**B. DOH Termination**

DOH may terminate this MOA upon sixty (60) days prior written notice to DCPS and Operator on the following grounds:

1. Operator or DCPS fails to comply with the material terms of this MOA;
2. Operator or DCPS fails to coordinate with DOH regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**C. Operator Termination**

Operator may terminate this MOA upon sixty (60) days prior written notice to DCPS and DOH on the following

1. Loss of program grant or a substantial reduction in funding that severely limits the level of services that can be provided;
2. Closure of the School; and/or
3. DCPS or DOH fails to comply with the material terms of this MOA.

**D. Mutual Consent for Termination**

DCPS, DOH or Operator may terminate this MOA without cause upon sixty (60) days prior written notice to the other Parties. This MOA may be terminated immediately upon the mutual consent of the Parties.

**XI. Assumption of Risk, Indemnification and Waiver**

Operator hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at School at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the School at the sole risk and hazard of Operator. Moreover, except in instances arising out of negligence or willful misconduct of DCPS or DOH, Operator hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Operator's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Operator for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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. Operator's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.

**XII. 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.

These individuals are responsible for the management and coordination of the

requirements for each respective Party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to:

**TO DCPS:**

Diana Bruce  
Director of Health and Wellness  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, D.C. 20002  
(202) 442-5103

Andrea Shore  
Program Manager for Health Services  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, DC 20002  
(202) 719-6555

**TO DOH:**

Charlissa Quick  
Division Chief  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9123

Luigi Buitrago  
Program Monitor  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9154

**TO OPERATOR:**

Vincent A. Keane  
Executive Director  
Unity Health Care, Inc.

1220 12<sup>th</sup> Street SE Suite 120  
Washington DC 20003  
(202) 715-7900

**XIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 resided in paragraph IX Term of MOA until funding by DOH is exhausted.

**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 any Parties.

**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.

**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.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon full execution of this MOA. The parties may execute this MOA in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DCPS:

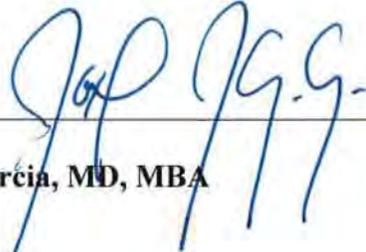
WR for K. Henderson      3/4/14

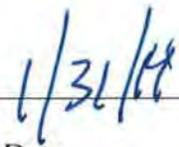
**Kaya Henderson**  
Chancellor

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

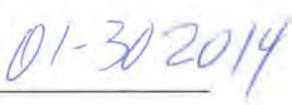
DOH:

  
\_\_\_\_\_  
**Joxel Garcia, MD, MBA**  
Director

  
\_\_\_\_\_  
Date

FOR LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
**Phillip Husband, Esq.**  
General Counsel

  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

OPERATOR:

*Vincent A. Keane*

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**Vincent A. Keane**  
Executive Director

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
COMMUNITY OF HOPE AT MARIE REED**

---

This Memorandum of Agreement (“**MOA**”) sets forth the responsibilities and expectations of the District of Columbia Public Schools (“**DCPS**”) and **Community of Hope** (“**COH**” or “**Organization**”) in collaboration to benefit the students of Marie Reed Elementary School (the “**Program**”) and the surrounding community. DCPS and **Organization** are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Community of Hope has been co-located with Marie Reed Elementary School (“**Marie Reed**” or “**MR**”) since 2003 and the Parties have worked together to ensure access to primary care services and health education for DCPS students in order to optimize the educational and community experience;

**WHEREAS**, the Parties share a strong belief in seeing students flourish in the future by providing continued access to primary care and health education resources;

**WHEREAS**, this partnership supports students and the school by increasing collaboration and improving access to needed services; and

**WHEREAS**, Marie Reed is undergoing a major renovation which, among other things, will result in space dedicated for use by **Organization** as a health facility providing services to the community as well as to students in the school; and

**WHEREAS**, this MOA is intended to codify the terms of the relationship between the Parties in support of services for students and secure space for **Community of Hope’s** Federally Qualified Health Center.

**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:

**AGREEMENT**

**I. STATEMENT OF PURPOSE**

This MOU sets forth the responsibilities, terms and conditions in continuing the collaboration between the Parties for the purpose of implementing a school-linked

community health program at Marie Reed Elementary School, located at 2250 Champlain Street, NW. COH currently provides primary care services to Marie Reed students and their families, as well as members of the broader community as a Federally Qualified Health Center (FQHC). Through this agreement, COH, working in partnership with DCPS, will continue to work to address health problems impacting the children and families of Marie Reed, and the broader community, with a goal of helping DCPS meet federal and District health requirements, decrease school absences for students with chronic health concerns, and increase student ability to fully engage in school.

## II. BACKGROUND

Community of Hope has been providing primary care services to homeless and low-income individuals for over thirty years and has been a FQHC since 2003. Currently, COH has 3 healthcare facilities throughout the District and provides care to 9,790 patients through approximately 36,769 visits each year. In the Marie Reed site, COH provides care for about 3,850 patients annually. 89% have incomes below 200% of the Federal Poverty Level and one in five is uninsured. 32% are best served in a language other than English. Half of those best served in another language report that Amharic is their primary language and 91% of all patients are non-white, non-Hispanic. Approximately 20% of patient services provided at the Marie Reed site are pediatric visits, including well-child visits and preventive health screenings, immunizations, and sick care. In addition to pediatric services, COH also provides a full complement of primary care for adults including preventive and sick care, gynecological, and prenatal care services, employment physicals, and screenings for communicable diseases, including tuberculosis and sexually transmitted diseases, and dental services. COH also has case managers on staff to assist with social services needs for patients. COH accepts private insurance, Medicaid, DC Healthcare Alliance, and serves uninsured individuals on a sliding fee scale.

Marie Reed has 395 students, 51% of whom are enrolled in Medicaid. In the 2016-2017 school year, 73% of Marie Reed students submitted a Universal Health Certificate. According to the DC Department of Health 77 Marie Reed students are missing at least one immunization.

## III. TERM AND OPTION YEARS

This MOA shall be effective as of the last date of signing by the signatories (the “**Effective Date**”) and, unless terminated in writing by either Party prior to its expiration, terminate five (5) years from the Effective Date (the “**Term**”). The Parties may renew this MOA for up to five (5) additional one (1) year terms, or any fraction thereof, by written agreement signed by both Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

#### IV. RESPONSIBILITIES

A. DCPS agrees to assume the following duties and responsibilities in support of the Program:

1. Principal of the School will designate a school official to serve as a liaison to the Organization staff;
2. Subject to COH obtaining a lease or use agreement (“DGS Agreement”) from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for Organization to operate, pursuant to the DGS Agreement, that complies with all federal and district laws;
3. Facilitate identification of a direct liaison at DGS Realty so that COH may request and monitor repairs directly;
4. Use its best efforts to ensure that Organization is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Organization’s ability to provide Health Services at the Center;
5. Facilitate promotion of COH services to MR students, families, and staff;
6. Collaborate with COH in planning for related health activities occurring in MR.

B. Organization agrees to assume the following duties and responsibilities in support of the Program:

1. Obtain the DGS Agreement with DGS Realty addressing approved use of MR facilities, payment for such use of MR facilities; the condition of MR facilities, and the maintenance of MR facilities;
2. Furnish clinic space with all furniture, medical/dental equipment, and phone and technology needs;
3. Install and maintain its own IT network in the clinic space, subject to the DGS Agreement;
4. Obtain and maintain any needed certifications from the DC Department of Health in order to operate an FQHC in the District of Columbia;

5. Designate a liaison to facilitate on-going communication with MR staff;
6. Facilitate streamlined opportunities for provision of primary care services to MR students with parent/guardian consent, including annual well-visits, immunizations, dental care, and school health form completion, with particular focus on students with no active medical/dental home;
7. Designate a staff member to participate in planning and executing school health and wellness activities as appropriate (including, but not limited to, active participation in School Wellness Team, supporting health education, community health activities, etc.); and
8. Participate in school-based events, based on invitation from DCPS in sufficient time to allow staffing (not less than 30 days in advance).

## V. BACKGROUND CHECKS

Organization shall ensure all of its employees, contractors, volunteers and other personnel providing services under this MOA (“Organization Personnel”) submit to any background check 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.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Organization shall also ensure that all Organization Personnel who have not submitted to any DCPS-required background check 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.

## VI. USE AGREEMENTS

Organization’s authorization to access and use any DCPS facility space may be conditioned upon Organization first applying for and 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 issued by DGS Realty.

## VII. COMPLIANCE WITH APPLICABLE LAW

Organization shall comply with all applicable laws, rules and regulations related to the Program and its obligations under this MOA 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.

## VIII. LIABILITY

Organization shall be solely liable for all property damage and bodily injury claims arising from the services provided by Organization and Organization Personnel pursuant to this MOA. DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Organization or Organization Personnel, or arising from any acts or omissions of Organization or Organization Personnel, in connection with the provision of services by Organization under this MOA or the Program.

## IX. INSURANCE

- A. **GENERAL REQUIREMENTS.** Organization shall procure and maintain, during the entire period of performance under this MOA, the types of insurance specified below. Organization shall have its insurance broker or insurance company submit a Certificate of Insurance to DCPS giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any services be provided until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, DCPS. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. Organization shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

If Organization and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Organization and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. Commercial General Liability Insurance. Organization shall provide evidence satisfactory to DCPS with respect to the services

performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors.

2. Automobile Liability Insurance. Organization shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this MOA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. Organization shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which this MOA is performed.
4. Employer's Liability Insurance. Organization shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Umbrella or Excess Liability Insurance. Organization shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured. All liability coverages must be scheduled under the umbrella.
6. Professional Liability Insurance (Errors & Omissions). Organization shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this MOA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.
7. Sexual/Physical Abuse & Molestation. Organization shall provide evidence satisfactory to DCPS with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Crime Insurance (3rd Party Indemnity). Organization shall provide a 3rd Party Crime policy to cover the dishonest acts of Organization's employees which result in a loss to the District.

The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under Organization policy provided that:
1. The additional insured is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- C. **DURATION.** Organization shall carry all required insurance until all services provided under this MOA are accepted by the District, and shall carry the required coverages for five (5) years following final acceptance of the services provided under this MOA.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT ORGANIZATION'S LIABILITY UNDER THIS MOA.**
- E. **NOTIFICATION.** Organization shall ensure that all policies provide that DCPS shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. Organization shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium. Organization will also provide DCPS with an updated Certificate of Insurance should its insurance coverages renew during the MOA.
- F. **DISCLOSURE OF INFORMATION.** Organization agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by Organization, its agents, employees, servants or subcontractors in the performance of this MOA.

**X. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER**

Assumption of Risk – 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.

Indemnification – 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 Organization's designated space at DCPS property under this MOA, and in conducting Program activities.

Waiver – 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.

#### XI. 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 or its sponsors. DCPS shall be under no obligation to provide funding or payment to Organization.

#### XII. 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 forth in any applicable law, including, but not limited to, the District of Columbia Human Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

#### XIII. 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 (iv) 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.

#### XIV. CONFIDENTIALITY AND ACCESS TO EDUCATION RECORDS

- A. The Parties will access, use, restrict, safeguard and dispose of all confidential information, including education records, related to this MOA 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).
- B. Organization shall share with DCPS all Program data, including all student specific data it is authorized to share for those students participating in the Program. Organization will submit any 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.

#### XV. PUBLICITY

Organization shall not use the logo of DCPS 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 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 XVII 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. Notwithstanding the previous sentences in this paragraph, Organization may issue statements stating or confirming that it provides services in "Marie Reed," provided such statements do not contain direct reference to or an inference of endorsement of Organization by Marie Reed or DCPS.

#### XVI. TERMINATION

DCPS may immediately terminate this MOA in whole or in part at any time by providing notice to Organization if, in DCPS' sole discretion, such termination is in the best interest of DCPS or the District. For purposes of clarification, termination of this MOA does not in and of itself impact the status of the Organization's right to use facility space pursuant to the DGS Agreement. Either Party may terminate this MOA in whole or in part by giving six (6) months advance written notice to the other Party, during which period the terminating Party shall hold good faith discussions with the non-terminating Party regarding cancellation of termination if the non-terminating Party wishes for the MOA to continue.

## XVII. 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 agreed to by the Parties.

### TO DCPS:

Diana Bruce  
Director, Health and Wellness  
District of Columbia Public Schools  
1200 First Street NE, 11th Floor  
Washington, DC 20002  
[202-442-5103  
202-442-5523  
[Diana.bruce@dc.gov](mailto:Diana.bruce@dc.gov)

Valentine Breitbarth  
Manager, Health Services  
District of Columbia Public Schools  
1200 First Street, NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
202-719-6555  
[Valentine.breitbarth@dc.gov](mailto:Valentine.breitbarth@dc.gov)

### TO Organization:

Kelly Sweeney McShane  
President and Chief Executive Officer  
4 Atlantic St., SW  
Washington, DC 20032  
202-407-7746  
[kmcshane@cohdc.org](mailto:kmcshane@cohdc.org)

These individuals are responsible for the management and coordination of the requirements for each Party 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:

Office of the General Counsel  
District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5000  
Fax: (202) 442-5098

#### XVIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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.

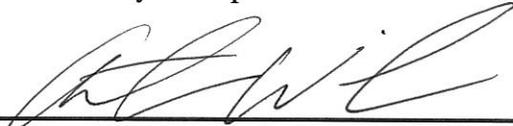


June 19, 2017

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Kelly Sweeney McShane, President and CEO  
Community of Hope

Date



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Antwan Wilson, Chancellor  
District of Columbia Public Schools

8/7/17  
Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS,**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,**  
**AND**  
**HOWARD UNIVERSITY**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS,  
DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,  
AND  
HOWARD UNIVERSITY**

This Memorandum of Agreement (“MOA”) is made between the District of Columbia Public Schools (“DCPS”), District of Columbia Department of Health (“DOH”) and Howard University (“Operator”), each individually referred to as “Party”, or collectively as the “Parties”.

**I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the overall physical and emotional health of DCPS students who are enrolled at **Coolidge Senior High School** (the “School”) and the children of students enrolled at School. Operator has been awarded a grant from DOH to operate a school-based health center (the “Center”) at the School.

**II. Overview**

The Center will provide the health services outlined in the Operator’s grant agreement with DOH (“Health Services”), dated October 1, 2013, and incorporated by reference, consistent with applicable Federal and District policies, regulations and laws. Health Services shall include, but are not limited to: 1) primary care services, including routine preventive health services, diagnosis and treatment for acute and chronic illness, physical examinations, medical specialty referrals, laboratory tests, medical and social case management , family planning services, limited pre- and post-natal services with appropriate referral, community-based social services referrals, vaccinations, prescriptions, nutritional assessments, administration of medication, triage and treatment of medical emergencies, substance abuse preventive education, supportive counseling and referral to treatment services; and health education; 2) oral health services; and 3) mental health services.

The target population consists of all students enrolled at the School and their children. Health Services and any related services provided to students by Operator will be provided free of out of pocket expenses to students and their children unless required by law. Operator will be responsible for all billing of third-party payers and for protecting patient privacy and confidentiality in the conduct of such activity, consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPAA)’s Administrative Simplification Regulations found at 45.C.F.R. 160, 162 and 164 and the Family Education Rights and Privacy Act of 1974 (FERPA), including regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). Business associates of Operator are also responsible for complying with HIPAA and FERPA.

Operator expressly acknowledges that DCPS does not assume any cost or responsibility for clinical policies and operation of the Center, with the exception of utilities, internet and telephone services, existing school-based security, and facility maintenance.

### **III. Scope of Service**

#### **A. DCPS shall be responsible for the following:**

1. Subject to Center obtaining a use agreement from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for the Center to operate.
2. If the Center does not include health education space, DCPS/the School will provide health education space upon request by Operator, when possible, so long as Center is able to obtain a use agreement from DGS Realty.
3. Principal of the School will designate a school official to serve as a liaison to the Operator staff.
4. Allow students to leave class in a manner authorized by the School in order to receive Health Services provided by Center.
5. Provide maintenance, routine cleaning (excluding bio-hazardous materials).
6. Provide general security services at School on weekdays from 8:00 a.m. until 4:30 p.m., including the school space used by the Operator.
7. Ensure that the School’s Public Announcement system is connected to the Center so that Operator staff can hear school announcements.
8. Ensure that all repairs to the Center space requested by Operator are performed in a reasonable amount of time. All repairs to the Center space shall be made at DCPS’ sole expense, except that any repairs which are necessitated by the negligence or misconduct of Operator shall be made at the expense of the Operator, as will repairs to furniture and equipment purchased and maintained by the Operator.
9. Monitor repair requests through the facilities work request system.
10. Ensure that operational internet and phone lines are provided and connected.

11. Ensure that assistance is provided to connect Operator's IT server to the Center; provided, however, this responsibility does not obligate DCPS to ensure the connectivity of Operator's IT server.
12. Ensure that the Center space complies with applicable Federal and District regulations and laws, and the D.C. School-Based Health Center Facility Standards. (*See Attachment A.*)

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13. Deliver the Center space to the Operator with all electrical, plumbing, heating, and cooling systems operating in good working order and with the facility clean, painted, and free of grime, dirt, and debris.
14. Maintain all electrical, plumbing, heating, and cooling systems in good working order throughout the Operator's occupancy of the Center space.
15. Ensure coordination of Center Health Services with other related health activities occurring in the School.
16. Use its best efforts to ensure that Operator is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Operator's ability to provide Health Services at the Center. In the event that the Center space itself requires renovation and temporary removal of Operator from the space, DCPS will use its best efforts to ensure that Operator is provided with substantially similar space to deliver Health Services without interruption.
17. Assist Operator staff in obtaining written consent from parent/guardian (or student if 18 years or older) for student to receive Health Services at the Center, and to allow DCPS, the Center, and DOH to share protected health information and for the Center to receive student education records from DCPS, pursuant to Section VI of this MOA. This will be in accordance with all Federal and District privacy laws and regulations.
18. Provide DCPS Emergency and Safety protocols to Operator, which can currently be accessed at:  
<http://esa.dc.gov/page/school-guides-and-protocols>
19. Ensure school staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur outside of the Center; the School will not rely on Operator staff to respond to these emergencies.

20. Ensure that the School staff members provide Operator staff with student's schedules in a timely manner, when needed, to locate a student for care or follow-up. This will be in subject to the consent requirements outlined in Section VI of this MOA.
21. Ensure that the School Principal or principal's designee will be available to meet with Operator staff for routine meetings at least twice annually, and otherwise as needed.

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22. Establish a Local School Health Center Advisory Council ("LSHCAC") for the Center. The LSHCAC shall be representative of the constituency and is oriented to SHC services. Advisory council membership should include school staff, community members, health providers (including the professional school nurse representative), parents and students.
23. Use its best efforts to ensure that the principal's liaison to the Operator, or another contact person designated by the principal, is available to open the School for Operator staff during non-school hours, if necessary, to preserve vaccines or other medications, or for another urgent purpose.
24. Ensure that related School staff members collaborate with Operator staff for the smooth integration of a broad range of school-based health services, including, but not limited to: School psychologist, social workers, counselors and health educators.
25. Ensure that Center space is reserved for use by Operator pursuant to the terms of a use agreement unless DOH, Operator and DCPS agree that another use is permissible.

**B. DOH shall be responsible for the following:**

1. Ensure Operator compliance with the terms of the DOH grant agreement.
2. Provide funding in accordance with the terms of the grant agreement through fiscal year 2014 (FY14).
3. Provide vaccines through the Vaccines For Children program for administration in the Center to eligible patients provided that an electronic monitoring system is installed to monitor vaccine temperatures, and DOH approved protocols are established to protect the vaccine supply in case of a power failure at the school.

4. Provide DCPS with quarterly data reports including: names, student identification numbers and dates of birth for students seen and whose parents have consented to the sharing of such data. The data will be transmitted in a manner that meets the applicable privacy and security requirements of FERPA and HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to HITECH Act of 2009. The quarterly report will also include non-student-identifying utilization data, utilization data, student outcomes and impact.
5. Ensure School nurse's collaboration with Center.
6. Obtain approval from DCPS before directing the Operator to implement any new programs at the Center.
7. Designate a representative to serve on the Local School Health Center Advisory Council (LSHCAC).
8. Ensure and maintain access to student health records as needed for monitoring purposes in accordance with Federal and District privacy laws and regulations.
9. Ensure transfer of student health and education records to any successor Operator of the Center, if there is a change in operators, or to other providers (identified by the Operator) in the event the Center is closed. These transfers would be made in accordance with federal and District of Columbia laws related to privacy, confidentiality and data security.

**C. Operator shall be responsible for the following:**

1. Comply with all provisions of the DOH grant agreement referenced in Article II Scope of Work.
2. Provide Health Services to students enrolled at School. Operator is not responsible for providing Health Services to school staff, contractors, non-enrolled students or school visitors.
3. Provide Health Services to the children of students enrolled at School.
4. Ensure all Health Services to students at the School are provided only by certified and licensed health professionals. Medical students and residents, however may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Operator's staff, according to all applicable District laws and licensing

requirements.

5. Operate year round, on weekdays, during School security hours of 8:00 a.m. – 4:30 p.m. Provide Health Services outside of these hours if appropriate security measures can be put in place and maintained by DCPS. Additional hours must be approved by DCPS, with agreement from the Operator.
6. Operate the Center with a modified schedule during DCPS scheduled holidays and breaks if appropriate security measures are put in place and maintained by DCPS. Modified hours must be approved by DCPS, with agreement from the Operator.
7. With the exception of the School nurse and Department of Behavioral Health (DBH) personnel, Operator will be solely responsible for all Health Services and related services provided by Operator staff/contractors or any third party regarding health care and related services provided to students at the Center. Any other health care practitioners operating in the Center shall be credentialed and directly supervised by the Operator.
8. Ensure that, for any student under 18 years of age, written parental consent to receive Health Services at the Center not covered by the Minor's Health Consent Regulation (22-B DCMR 600.7) and written consent to receive education records is obtained from that student's parent/guardian and maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator, and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
9. Ensure that written consent to receive Health Services covered by the Minor's Health Consent Regulation is obtained from any student wishing to receive such services at the Center, and that such written consent is maintained in that student's health record. Enrollment begins once a signed consent form is submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
10. Ensure that written consent to receive Health Services at the Center and written consent to receive education records is obtained from any student 18 years of age or older, and that such written consent is maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.

11. Provide appropriate and necessary services to pregnant and parenting students enrolled in the Center. Such services may include, but are not limited to, Health Services, mental health services, case management and psycho-educational workshops. Operator will collaborate with DCPS and New Heights staff in the provision of these services.
  12. Collaborate with the school nurse, school mental health providers, health/physical education teachers, and other School staff.
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13. Ensure that health education provided to students aligns with DC Health Learning Standards.
  14. Participate in routine meetings with the School principal to provide updates on any critical issues impacting the operations of the Center.
  15. Follow DC's School Emergency Response Plan and Management Guide. These can currently be found at:  
[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)
  16. Operator staff will write prescriptions and dispense prescription drugs and over-the-counter drugs, in accordance with DC Municipal Regulations 5-2413, School-Based Health Centers.
  17. Operator staff will administer vaccines to enrolled children eligible for the Vaccines for Children program, upon receipt of a signed parental consent form.
  18. Adhere to all Federal and District laws, regulations, and policies regarding the dispensing, storage, handling and administration of medications.
  19. Ensure that completed Universal Health Certificates are given to the School nurse as soon as possible.
  20. Provide a repair request, as necessary, through the DCPS system by contacting the Principal's liaison.
  21. Provide bio-hazardous medical waste removal services for the Center.
  22. Provide DOH with the annual data reports required under Article VII.D of the grant agreement including for those years after the end of the grant period.

23. Provide all supplies needed by the Operator to provide Health Services in the Center.
24. Designate a representative to serve on the LSHCAC.
25. Submit Center clinical operations policies and procedures including data security and medication security policies and procedures (for the Center) to DOH for review and approval.

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26. Ensure and maintain access to student health and education records as needed for monitoring purposes, in accordance with all Federal and District privacy laws and regulations.
27. With DCPS approval, Operator may expand services to serve students from additional schools, other family members, and/or community members if Center has the capacity.
28. Provide DOH with quarterly data reports including: names, student identification numbers and dates of birth for students seen and for whom consent has been provided for the sharing of such data. The data shall be transmitted in a manner that meets the applicable privacy and security requirements of HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to the HITECH Act of 2009. The quarterly report will also include non-student identifying utilization data.
29. In the event that there is a change in Center operators, the current Operator will work with DOH, DCPS and the successor Operator to ensure a smooth transition, including but not limited to, the transfer of student health and education records in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security. If the Operator will cease delivering services at the Center, the Operator will identify providers and/or resources to ensure continued services for enrolled students and their children, and will transfer student health and education records to those providers as needed, in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security.

#### **IV. Background Checks**

##### **A. Applicable Personnel**

Operator shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004

(D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder (“Background Check”), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared within the last two (2) years.

**B. Access**

Operator shall ensure any personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and have not been cleared by DCPS will not have access to DCPS students.

**V. Use Agreements**

Operator’s authorization to access and use any DCPS facility space may be conditioned upon Operator’s first executing a Use Agreement if required by “DGS Realty.” DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, and will guarantee that any required Use Agreement will be obtained. Operator’s insurance will be provided to DGS through the Use Agreement.

**VI. Insurance**

Operator shall carry and pay for insurance coverage to protect it, DOH and DCPS from property damage or bodily injury claims resulting from any of the services provided by Operator 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 \$2,000,000 per incident/\$4,000,000 in the aggregate for the term of this MOA. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. 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 Operator by DCPS.

**VII. Anti-Deficiency**

DOH’s and DCPS’ duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, 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 agreement shall create an obligation on DOH or DCPS in anticipation of an appropriation by Congress for such purpose, and DOH's and DCPS' legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **VIII. Data Sharing and Confidentiality**

### **A. Confidentiality**

Operator shall, and shall cause all Operator employees, contractors and volunteers to, agree to keep private and confidential (1) all Center student lists and any other personally identifiable information compiled by Operator concerning students who have been provided services under this MOA, and (2) any other information compiled by or created by Operator which is proprietary to and which is identified as proprietary to DOH or DCPS in this MOA or in any other document ("Confidential Information").

### **B. Minor's Health Consent**

In instances where a student is receiving services under the Minor's Health Consent Regulation, Operator must have the student's written consent.

### **C. Consent**

Student data will be shared among Parties, only with consent, as follows:

1. DCPS will seek consent from the parent/guardian or from students 18 years or older, to share personally identifiable information from student educational records covered under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA Data") with Operator staff, DOH, and DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations.
2. Operator will seek consent from the parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older, to share student health information with DCPS,

DOH, and DBH clinicians. Such consent shall be in a form conforming to all applicable legal requirements.

**D. FERPA Data Access**

In order for DCPS to allow the Center's staff to access FERPA data, the parent/guardian or student 18 years or older must provide written consent in a form that complies with the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations, and DCPS must obtain a copy of such consent.

**E. Data Sharing**

Health data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Any student's health data obtained from Operator will be kept private and confidential per the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and any FERPA Data will be kept private and confidential per FERPA and applicable law, and no data will be released to anyone other than DCPS staff involved in that student's treatment, including any third parties, except as required by law or with the written consent of parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older.

**F. Student Information**

Use of personally identifiable student information shall be limited as follows:

1. DCPS and its employees agree to use student health information collected by Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student if 18 years or older.
2. Operator and its employees agree to use Confidential Information, and education record information received from DCPS exclusively for the purposes specified in this MOA and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older.
3. Operator and its employees will obtain written consent from a parent/guardian, student consenting to services under 22-B DCMR

600.7, or student 18 years or older before disclosing information specified in subsection VIII.C.2 to a third party, even in furtherance of a previously consented to purpose.

4. DCPS and its employees will obtain written consent from a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older before disclosing information specified in subsection VIII.C.1 to a third party, even in furtherance of a previously consented to purpose.
5. Employees of DCPS and Operator shall have access to and may use Confidential Information only to the minimum extent necessary to do their jobs.
6. DOH and its employees agree to use student health information collected by the Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations, and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation, or student 18 years or older.

**G. Breach**

1. In the event of a breach or a threatened breach of this Article by Operator, Operator's employees, DCPS, or DCPS' employees, any non-breaching party shall have the right to immediately terminate this MOA.
2. In the event of a breach, suspected breach or threatened breach of this Article by any Party, the Party must notify the other Parties, the DCPS General Counsel and the DOH General Counsel. The Party must immediately investigate and mitigate actual or suspected breaches in cooperation with the DCPS General Counsel and the DOH General Counsel.

**H. Termination**

Upon the effective date of termination of this MOA, Operator shall promptly, and shall cause all Operator employees promptly to transfer student health records to any successor Operator or, if the Center is closing as of that date, to other providers as needed to ensure the continuation of health services for students enrolled at the Center, in accordance with Federal and District law and regulations.

## **I. Sharing with Primary Care Provider**

Operator, DOH and DCPS acknowledge and agree that information may be shared with a student's primary care provider (PCP) as follows:

1. Operator may share student health information for treatment purposes with PCP or any other health care provider authorized to treat the student. Operator will obtain consent of parent/guardian or student if 18 years or older before authorizing PCP or any other health care provider to use student health information for any purpose other than treatment of the student.
2. DCPS will obtain consent from a parent/guardian or student if 18 years or older before sharing FERPA Data with PCP or any other health care provider.
3. If Center Operator staff attend School meetings relating to a child, DCPS will obtain consent from the child's parent/guardian or student 18 years or older to share FERPA Data with Operator staff, and Operator will obtain consent to share student health data with school staff who are involved in that student's treatment. Consent must comply with the requirements of 34 C.F.R. 99.30(b).
  - a. Operator staff may share student immunization data with School personnel for treatment purposes only.
  - b. Operator agrees that, if it publishes any demographic or medical data about the Center, the publication will not include personally identifiable information about any DCPS student without the prior written consent of DCPS and DOH's Privacy Officer and the student's parent or guardian or student 18 years or older, or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS. Operator shall forward a copy of any proposed publications to DCPS and DOH for their review and comments at least sixty (60) calendar days prior to submission for publication. DCPS and DOH understand and agree that Operator is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of student services or to delete or correct student/facility identifying information or any other FERPA related data. DCPS and DOH further agree to notify Operator in writing at least thirty (30) calendar days prior to the publication submission date of the need for such correction.
  - c. All Parties will ensure all data transfers are HIPAA compliant, including HITECH, when sharing data. All Parties agree to adhere to

all applicable Federal and District laws and regulations, pertaining to privacy and confidentiality of records, including FERPA, HIPAA and HITECH.

- d. Operator will comply with all Federal and District laws and regulations requiring the reporting of health information for health surveillance purposes, including but not limited to reporting to the District of Columbia Immunization Registry.
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**IX. Term of the MOA**

This MOA shall begin on the date it is executed and remain in force for two (2) years unless terminated as provided by Section VIII below, provided Operator maintains funding to provide health services at School. (See section XIII (D) for survival clause)

**X. Termination of MOA**

**A. DCPS Termination**

DCPS may terminate this MOA upon sixty (60) days prior written notice to Operator and DOH on the following grounds:

1. Operator or DOH fails to comply with the material terms of this MOA;
2. Operator or DOH fails to coordinate with DCPS regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**B. DOH Termination**

DOH may terminate this MOA upon sixty (60) days prior written notice to DCPS and Operator on the following grounds:

1. Operator or DCPS fails to comply with the material terms of this MOA;
2. Operator or DCPS fails to coordinate with DOH regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**C. Operator Termination**

Operator may terminate this MOA upon sixty (60) days prior written notice to DCPS and DOH on the following

1. Loss of program grant or a substantial reduction in funding that severely limits the level of services that can be provided;
2. Closure of the School; and/or
3. DCPS or DOH fails to comply with the material terms of this MOA.

**D. Mutual Consent for Termination**

DCPS, DOH or Operator may terminate this MOA without cause upon sixty (60) days prior written notice to the other Parties. This MOA may be terminated immediately upon the mutual consent of the Parties.

**XI. Assumption of Risk, Indemnification and Waiver**

Operator hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at School at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the School at the sole risk and hazard of Operator. Moreover, except in instances arising out of negligence or willful misconduct of DCPS or DOH, Operator hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Operator's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Operator for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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. Operator's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.

**XII. 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.

These individuals are responsible for the management and coordination of the

requirements for each respective Party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to:

**TO DCPS:**

Diana Bruce

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Director of Health and Wellness  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, D.C. 20002  
(202) 442-5103

Andrea Shore

Program Manager for Health Services  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, DC 20002  
(202) 719-6555

**TO DOH:**

Charlissa Quick

Division Chief  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9123

Luigi Buitrago

Program Monitor  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9154

**TO OPERATOR:**

Dana Hector

Executive Director ROS  
Howard University

2400 6th Street, NW  
Washington, DC 20059  
(202) 238-2580

### **XIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 resided in paragraph IX Term of MOA until funding by DOH is exhausted.

#### **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 any Parties.

#### **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.

**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.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon full execution of this MOA. The parties may execute this MOA in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DCPS:

WR for K. Henderson                      3/4/14

**Kaya Henderson**  
Chancellor

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DOH:

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**Joxel Garcia, MD, MBA**  
Director

Date

FOR LEGAL SUFFICIENCY:

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**Phillip Husband, Esq.**  
General Counsel

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

OPERATOR:

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**Dana Hector**  
Executive Director ROS

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT OF HEALTH  
AND  
THE DEPARTMENT OF HEALTH CARE FINANCE  
AND  
DC PUBLIC SCHOOLS**

**Term: January 1, 2014 - December 31, 2019**

**I. INTRODUCTION**

This Memorandum of Agreement (MOA) is entered into between the District of Columbia (DC) Department of Health (DOH), DC Department of Health Care Finance (DHCF), and the DC Public Schools (DCPS), individually referred to as the "Party," or collectively referred to herein as the "Parties." This MOA establishes the terms and conditions under which the Parties shall coordinate and share data in an effort to identify disparities in the utilization of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services, including preventive dental services and well-child visits and associated screenings for children attending public schools. This MOA establishes the terms and conditions under which the Parties shall coordinate and share data in an effort to ensure DCPS is able to meet its institutional requirements regarding obtaining Universal Health Certificates and Oral Health Certificates. Specifically, this MOA addresses the transfer of data related to oral health and preventive health care records for Medicaid-enrolled children who are also enrolled in DCPS, as well as how to target resources by offering outreach and health services on-site at schools.

**II. AUTHORITY**

D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.* (2008 Repl.)); 29 DCMR § 1900.3, 55 DCR 2883 (Mar. 21, 2008); and 34 CFR § 303.523; Section 1902(a)(43) of the Social Security Act requires outreach by the Medicaid agency; 42 CFR 441.61 requires the Medicaid Agency to coordinate with related programs (in child health); Section 5230 of CMS' State Medicaid Manual requires Coordination with Related Agencies and Programs by the Medicaid Agency; Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99); D.C. Code § 38-604 requires outreach by school officials and public health authorities to ensure needed health screenings are received and appropriate forms are submitted; 45 CFR § 1304.20(a)(1)(i)-(iii), 1304.20(b)(1)-(3) details the Head Start Program Performance Standards and reporting requirements; and any other authority under the parties' programs.

**III. OVERVIEW OF THE PARTIES**

DHCF is the single state agency responsible for administering Title XIX of the Social

Security Act (Medicaid, *see* 42 U.S.C. §1396). DHCF develops eligibility, coverage, and payment policies for the Medicaid program; facilitates and supports and/or coordinates the delivery of covered services by other District agencies; ensures that the programs and Medicaid programs operated under MOAs or Memoranda of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective, and appropriate health care.

The District of Columbia Public Schools (DCPS) is an agency within the District of Columbia government established pursuant to the Public Education Reform Amendment Act of 2007, D.C. Law 17-009, June 12, 2007 (“Act”).

The Department of Health (DOH) designs public health systems, diagnoses and investigates health threats, develops policy and provides education, preventive and therapeutic treatment services. Under the DOH’s Community Health Administration is the Child, Adolescent and School Health Bureau, which includes the Oral Health Program.

#### **IV. STATEMENT OF PURPOSE**

The purpose of this MOA is to establish the terms and conditions under which the parties will share data and collaborate in an effort to target resources and increase the number of District children who receive oral health and preventive health care services. This effort will help ensure DCPS is able to meet its institutional requirements regarding obtaining Universal Health Certificates and Oral Health Certificates.

#### **V. STATEMENT OF PRINCIPLES**

This MOA is based on the following principles:

- A. DCPS, DHCF, and DOH have a common interest in ensuring District children receive oral health and preventive health care services and in ensuring the District is meeting all federal reporting requirements.
- B. DCPS, DHCF, and DOH put forth public funds to ensure children receive needed services and agree that collaboration and data-sharing will decrease duplicate screenings and maximize appropriate stewardship of these funds.
- C. This agreement will not modify the systemic responsibilities or authority delegated to the parties within their organizations.
- D. This agreement is not intended to override or amend any unrelated interagency agreement or memorandum of understanding, which may already exist between DCPS, DHCF, and DOH.
- E. All parties will monitor this agreement to ensure that the provisions specified are executed. Unless otherwise noted, “DCPS” refers specifically to the Office of Youth Engagement, Health and Wellness team; “DHCF” refers specifically to the Health Care

Delivery Management Administration, Division of Children's Health Services; and "DOH" refers specifically to the Community Health Administration, School Health Division. All provisions specified in this agreement will be carried out by the directors of these divisions, or their designees.

- F. All will provide information and data needed to carry out the MOA and data will be maintained in a manner compliant with both HIPAA and FERPA, when applicable.

## **VI. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

### **A. Identification of Children**

1. By September 30<sup>th</sup> of each year, DCPS will provide DHCF with a list of children, including name, address, phone number, date of birth (DOB), school of enrollment, grade, and DCPS student identification number for students enrolled in DCPS.
2. DHCF will compare the DCPS enrollment list with the Medicaid enrollment list to determine which children are enrolled in both, referred to as "Medicaid Children." DHCF will destroy DCPS data pertaining to children who are not determined to be Medicaid Children.

### **B. Identification of Gaps in EPSDT Services**

1. Beginning with the 2014-15 school year, DCPS will identify which children submitted Oral Health Assessments and/ or Universal Health Certificates based on registrar records and will include this information in the report described in Section VI.A.1 to DHCF and DOH by September 30<sup>th</sup> of each year. Beginning with School Year 2014-2015, the Oral Health Assessment will be requested from students in all grades.
2. DHCF will identify which Medicaid Children have Medicaid claims for pertinent oral health and preventive health care services, as described below, in the last twelve (12) months and share that information with DCPS and DOH. This information will be provided to the parties by October 31<sup>st</sup> of each year in a report that lists children including name, address, phone number, DOB, school of enrollment, grade, student identification number, form compliance based on DCPS data (beginning in 2014), Medicaid identification number, Managed Care Organization (MCO) enrollment status, and the date and provider information for the child's last well-child visit and last dental visit based on Medicaid claims data. For children enrolled in Title I pre-kindergarten (PK3) and pre-kindergarten 4 (PK4) classrooms, DHCF will also provide results of vision, hearing, TB, lead, blood pressure, hemoglobin/ hematocrit, and oral health assessments when data is available in order to assist DCPS in meeting Head Start reporting requirements. Data will only be shared for children enrolled in Head Start and in Medicaid and for students who are enrolled in Medicaid but did not

- submit Oral Health Assessments and/or Universal Health Certificates or are identified as being noncompliant on the reports DOH already sends from the Immunization Registry with regard to immunization surveillance.
3. DHCF will use the Medicaid claims data, combined with Oral and Universal Health Certificate submission data, to determine which schools have the greatest percentage of Medicaid children who have not received preventive health care services. DHCF will provide a compilation report to the parties by October 31<sup>st</sup> identifying the level of compliance by school based on DCPS records of form submission and Medicaid claims data. Additional schools may be identified for targeted outreach and services based on the Immunization Registry reports that are already provided by DOH to DHCF and DCPS stakeholders.
  4. DOH will also provide an updated report to the parties by December 31<sup>st</sup> of each year indicating the total number and percentage of Universal Health Assessments and Oral Health Assessment forms submitted by school. In addition, for children who meet the criteria below, DOH will provide a detailed report identifying children by first name, last name, date of birth, school of enrollment, and Medicaid ID (if available), indicating the following:
    - i. Which children submitted an oral health assessment that is incomplete;
    - ii. Which children submitted forms indicating that additional care is required.
  5. Beginning in 2014, by July 20<sup>th</sup> of each year, DOH will provide the Parties with an annual report for the previous school year that documents the final number and percentage of Universal Health Certificates and Oral Health Assessments submitted by school and grade.,

### C. Outreach Responsibilities

1. All families with children enrolled in DCPS will receive messages about the importance of seeking preventive physical and oral health care and submitting the Universal Health Certificate and Oral Health Assessment forms. These messages will be included in the enrollment package and summer mailings that are disseminated to all DCPS families.
2. DCPS will provide notices through the Registrar's office to families who fail to submit the Universal Health Certificate and Oral Health Assessment forms with their enrollment package.
3. For families who still have not submitted completed forms at the time the first quarter progress reports are prepared, DCPS will include an additional reminder with the first quarter report card. Children will be identified based on the DCPS registrar data.
4. The highest need schools, based on the DHCF report described in Section VI.B.3, will be targeted with increased outreach regarding the importance of preventive care and information on how to access dental and medical care through Medicaid.
5. DCPS will notify the principals of the target schools that their school has been identified as having a large percentage of students who have not received oral health and preventive health care services. The principals shall ensure their schools follow up with the parents/guardians in collecting the required Universal Health forms and Oral Health Assessment forms for students who do not have completed forms on

- record. Children will be identified based on the report provided by DHCF by October 31<sup>st</sup>. Schools will receive a list of children enrolled in their school who should receive this notice from the DCPS Office of Youth Engagement. The list will include first name, last name, DCPS ID, and, when available, the student's assigned primary care provider and primary dental provider.
6. DOH will notify the school nurses of the target schools that their school has been identified as having a large percentage of students who have not received oral health and preventive health care services.
  7. DHCF will provide the Medicaid Managed Care Organizations (MCOs) with school enrollment data for their members by November 30<sup>th</sup> so that they may provide outreach services to their enrollees who did not submit Oral Health Forms or Universal Health Certificates and do not have claims for appropriate preventive health care services, including immunizations. MCOs will encourage parents to take children to the dentist or primary care provider for needed preventive health care services and will also encourage parents to submit the health forms to the school following the visit(s).
  8. When DHCF is made aware of the need for additional follow-up services as reported on Oral Health Forms or Universal Health Certificates for Medicaid children, DHCF will notify the appropriate MCO of the need for outreach services to their enrollees.
  9. For schools with greatest need, DOH and DHCF will provide a health education event, either in conjunction with a Parent Teacher Association (PTA) meeting or other established school activity, or as a stand-alone health fair or event.
  10. DHCF will provide outreach materials to DCPS and DOH for distribution through school events, school-based health centers, the nurses' suites, and other appropriate locations.
  11. Due to the Federal requirements that DCPS must meet for Head Start, the efforts designated for "target schools" will also be applied to all Title I PK3 and PK4 classrooms that do not show full compliance with Head Start screening requirements.

#### D. Provision of Oral Health Services at Target Schools

1. DHCF will use the Medicaid claims data, combined with Oral and Universal Health Certificate submission data, to determine which schools have the greatest percentage of Medicaid children who have not received oral health and preventive health care services. DHCF will provide a compilation report to the parties by October 31<sup>st</sup> identifying the level of compliance by school based on form submission and Medicaid claims data, as described in Section VI.B.
2. DOH and DHCF will collaborate to develop a provider application and provider agreement to identify approved providers who are available to provide oral health services to children at target schools who are not otherwise receiving such services by January 31, 2014.
3. When dentists request permission to provide oral health services in schools through the application developed above, DOH will confirm DC licensure of provider applicants and that the scope of proposed services is in accordance with the training and licensure of the provider. For dentists intending to seek Medicaid reimbursement

for services rendered, DHCF will confirm Medicaid credentialing and enrollment in the Medicaid provider network(s).

4. Based on DOH and DHCF verification, DCPS will approve provider requests, obtain signed provider agreements outlining the responsibilities of the provider in meeting requirements set forth by the Parties, and connect the approved providers with target schools.
5. DCPS will secure appropriate authorization from parents or guardians to provide oral health services to students.
6. DCPS will provide on-site oversight of the provider's activities in the school building.
7. Services provided by Medicaid-enrolled providers to children enrolled in Medicaid may be eligible for Medicaid reimbursement so long as the services are covered by Medicaid and all applicable Medicaid requirements are met.

#### E. Data Reporting on Oral Health Services Provided at School

1. The providers who come to schools to provide oral health services will be responsible for documenting the services provided and the specific students served. The providers must submit a final report that includes the date of service, provider name, National Provider ID (NPI), provider address, as well as the names, date of birth, summary of services provided, and whether additional follow-up dental care is required, and if available, Medicaid ID of the students served. This requirement will be outlined in the Provider Agreement.
2. The report prepared by the provider, along with any newly completed Oral Health Assessments, will be given to the DCPS on-site contact. Oral Health Assessments will be given to the school nurse for inclusion in the student's school health record. The report prepared by the provider will be sent to the DCPS Office of Youth Engagement, Health & Wellness Division within five (5) days of service provision.
3. When services are rendered in schools, the DCPS Office of Youth Engagement, Health & Wellness Division will submit any provider reports to DHCF by the end of the month in which the reports are received to facilitate tracking of the provision of oral health services in schools. These reports shall include full detail data furnished by the provider. For providers coordinated through DOH, reports may be provided to DHCF directly by DOH within five (5) days of service provision.

#### F. Additional Responsibilities of the Parties

1. DHCF will provide information about how Medicaid beneficiaries can access oral health services through Medicaid to be included in the School Nurse Policy Manual and the Orientation Program for new School Nurses.
2. DOH will ensure that the School Nurse Policy Manual includes policies for the following topics:
  - i. Collection of the Universal Health Certificate and Oral Health Assessment forms;

- ii. Tracking compliance with the submission of the Universal Health Certificate and Oral Health Assessment forms; and
  - iii. Requirements concerning the method, frequency, and format of reporting compliance with submission of the Universal Health Certificate and Oral Health Assessment forms and pertinent information that should be conveyed from the forms to DOH, DCPS, and DHCF.
3. DOH and DCPS will require submission of the Oral Health Assessment form for all grades beginning with school year 2014-2015 as a part of the enrollment package.

## **VII. DURATION OF MOA AND DATA PROTECTION**

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 five years from the effective date (the "Term"). The Parties may renew this MOA for additional terms by written agreement signed by all Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

## **VIII. CONFIDENTIALITY AND DATA PROTECTION**

All data obtained pursuant to this MOA will be protected in a manner compliant with both Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA) as follows:

- A. This MOA requires DHCF and DOH to provide institutional services or functions on behalf of DCPS. These agencies' ability to provide services under this MOA requires DCPS to share personally identifiable information from education records with DHCF and DOH, and DCPS has determined these agencies have legitimate educational interests in such disclosure solely to the extent such records are utilized to perform institutional services or functions on behalf of DCPS and not for any other agency-specific purpose. DHCF and DOH acknowledge that such records must be safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA).
- B. In accordance with 34 CFR § 99.31(a)(1)(i)(B), DHCF and DOH acknowledge that (i) their personnel accessing education records under this MOA are considered "school officials" for purposes of providing institutional services or functions on behalf of DCPS under this MOA; (ii) they are operating on behalf of DCPS with respect to the use and maintenance of the education records they will have access to under this MOA; (iii) they are under the direct control of DCPS with respect to the use and maintenance of all education records disclosed pursuant to this MOA; and (iv) they are subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a),

DHCF and DOH must (a) not disclose any personally identifiable information from education records they may have access to under this MOA to another party without first obtaining prior consent from the affected parent/guardian (or student if the student has reached the age of 18); and (b) ensure that their officers, employees and agents receiving education records under this MOA only use such records for purposes of providing institutional services or function on behalf of DCPS under this MOA. In addition, DHCF and DOH acknowledge and agree that they will use all education records disclosed pursuant to this MOA to fulfill institutional services or functions on behalf of DCPS and that they may not use such records for any of their own agency-specific purposes.

- C. DHCF is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). DOH and DCPS acknowledge that any health data shared by DHCF, including Medicaid enrollment data, must be safeguarded in accordance with HIPAA.
- D. DOH and DCPS agree not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information) other than as permitted by this Agreement or as required by law.
- E. DOH and DCPS may de-identify any and all Protected Health Information provided by DHCF, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to HIPAA compliance.
- F. DOH and DCPS agree to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health Act (February 18, 2010) ("HITECH"), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided in this Agreement, and as such, may be held directly liable for its own compliance by the United States Department of Health and Human Services. If necessary, the Parties agree to the monitoring and auditing to ensure compliance with this section. A summary of HIPAA Security Rule standards is attached as an Appendix to this Agreement.
- G. DOH and DCPS agree to report immediately, and in writing, any use or disclosure of the Protected Health Information not permitted or required by this Agreement or other incident or condition arising out the Security Rule, including breaches of unsecured protected health information as required at 45 CFR 164.410, to the DHCF Privacy Liaison and/or the District-wide Privacy and Security Official.
- H. The Parties agree that workforce members, agents and subcontractors who violate the provisions of this Agreement or other applicable federal or state privacy law will be subject to discipline in accordance with the District Personnel Manual, applicable collective bargaining agreement, and applicable contracts with vendors. The Parties shall

inform the District Privacy Official or the agency Privacy Liaisons of the imposition of sanctions.

- I. As contractors of DHCF, the Medicaid MCOs may be given access to data obtained through this agreement so that they may assist in the implementation of the activities outlined in the MOA. As contractors of DOH, the school nurses may be given access to data obtained through this agreement so that they may assist in the implementation of the activities outlined in the MOA.
- J. Within 30 days following the commencement of this Agreement, or any subsequent modification to this Agreement or 30 days following relevant procurement, DOH and DCPS will provide DHCF a list of all vendors who meet the definition of a Business Associate. Additionally, DOH and DCPS agree to ensure their respective vendors and vendor's subcontractors understanding of liability and monitor, where applicable, compliance with this Agreement.
- K. Data reports described in Section VI containing personal health or educational data will be exchanged in password protected Excel files, hand-delivered between the Parties, or electronically via secure server, with passwords shared orally or under separate cover. Macro level reports without identifiable information about specific children may be exchanged via standard electronic mail.
- L. The Parties to this MOA, including their agents, workforce members, vendors and vendors' subcontractors, will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, and policies.
- M. Information received by any Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of the original owners. Data exchanged in this MOA shall not be used for purposes other than as described herein.
- N. DHCF will maintain the longitudinal record of the compilation data derived from the processes outlined in this MOA. Any compilation reports containing identifiable data provided to DOH and DCPS by DHCF shall be destroyed by DOH and DCPS by December 31<sup>st</sup> of the following school year.

## **IX. TERMINATION**

Either Party may terminate this MOA in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

## **X. NOTICE**

The following individuals are the contact points for each Party under this MOA:

Diana K. Bruce  
Director of Health and Wellness  
Office of Youth Engagement  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Telephone: 202-442-5103  
[Diana.Bruce@dc.gov](mailto:Diana.Bruce@dc.gov)

Colleen Sonosky, JD  
Associate Director  
Division of Children's Health Services  
Health Care Delivery Management Administration  
Department of Health Care Finance  
441 4<sup>th</sup> Street NW, Suite 900S  
Washington, DC 20001  
Telephone: 202-442-5913  
[Colleen.Sonosky@dc.gov](mailto:Colleen.Sonosky@dc.gov)

Charlissa Quick, RN, MSA  
School Health Division Chief  
Community Health Administration  
Department of Health  
899 North Capitol Street, NE, 3<sup>rd</sup> Floor  
Telephone: 202-442-9123  
[Charlissa.Quick@dc.gov](mailto:Charlissa.Quick@dc.gov)

The following individuals are the contact points for each Party in the event of a concern regarding the security of data exchanged under this MOA:

LaRah D. Payne, ScD, MPH, CIPP/G  
Information & Privacy Officer  
Office of the Chief Operating Officer  
Department of Health Care Finance (DHCF)  
441 4<sup>th</sup> Street, NW Suite 900S  
Washington, DC 20001  
202-442-9116 (voice)  
202-557-0143 (cell)  
202-442-4790 (fax)  
[LaRah.Payne@dc.gov](mailto:LaRah.Payne@dc.gov)

Keela S. Seales, Esq.  
Privacy Liaison  
DC Department of Health  
Office of the Director  
Government of the District of Columbia  
899 North Capitol St., N.E.  
5th Floor  
Washington, D.C. 20002  
202-535-1470 Office  
202-821-9698 Mobile  
[Keela.Seales@dc.gov](mailto:Keela.Seales@dc.gov)

Tina L. A. Curtis, Esq., CIPP  
Director/District-wide Privacy and Security Official  
Office of Healthcare Privacy and Confidentiality  
Office of the Attorney General for the District of Columbia  
202.442.9373  
202.664.0196 (cell)  
[Tina.Curtis@dc.gov](mailto:Tina.Curtis@dc.gov)

## **XI. MODIFICATIONS**

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

## **XII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (*e.g.*, contractor, consultant) to provide any of the goods or services specified under this MOA, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Official Code § 2-351.01 *et seq.* (2011 Repl.)), to procure the goods or services of the agent or third party.

## **XIII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

**District of Columbia Public Schools**

MR for K. Henderson

Date: 4/29/14

Kaya Henderson  
Chancellor

**District of Columbia Department of Health Care Finance**

Wayne S

Date: 3-12-14

Wayne Turnage  
Director

**District of Columbia Department of Health**

Joxel Garcia  
Joxel Garcia, MD, MBA  
Assistant Director

Date: 5/7/14

Reviewed for Data Sharing Controls

Tina L. A. Curtis

Date: February 11, 2014

Tina L. A. Curtis, Esq., CIPP  
Director/District-wide Privacy and Security Official

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS,**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,**  
**AND**  
**HOWARD UNIVERSITY**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS,  
DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,  
AND  
HOWARD UNIVERSITY**

This Memorandum of Agreement (“MOA”) is made between the District of Columbia Public Schools (“DCPS”), District of Columbia Department of Health (“DOH”) and Howard University (“Operator”), each individually referred to as “Party”, or collectively as the “Parties”.

**I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the overall physical and emotional health of DCPS students who are enrolled at **Dunbar Senior High School** (the “School”) and the children of students enrolled at School. Operator has been awarded a grant from DOH to operate a school-based health center (the “Center”) at the School.

**II. Overview**

The Center will provide the health services outlined in the Operator’s grant agreement with DOH (“Health Services”), dated October 1, 2013, and incorporated by reference, consistent with applicable Federal and District policies, regulations and laws. Health Services shall include, but are not limited to: 1) primary care services, including routine preventive health services, diagnosis and treatment for acute and chronic illness, physical examinations, medical specialty referrals, laboratory tests, medical and social case management , family planning services, limited pre- and post-natal services with appropriate referral, community-based social services referrals, vaccinations, prescriptions, nutritional assessments, administration of medication, triage and treatment of medical emergencies, substance abuse preventive education, supportive counseling and referral to treatment services; and health education; 2) oral health services; and 3) mental health services.

The target population consists of all students enrolled at the School and their children. Health Services and any related services provided to students by Operator will be provided free of out of pocket expenses to students and their children unless required by law. Operator will be responsible for all billing of third-party payers and for protecting patient privacy and confidentiality in the conduct of such activity, consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPAA)’s Administrative Simplification Regulations found at 45.C.F.R. 160, 162 and 164 and the Family Education Rights and Privacy Act of 1974 (FERPA), including regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECTH). Business associates of Operator are also responsible for complying with HIPAA and FERPA.

Operator expressly acknowledges that DCPS does not assume any cost or responsibility for clinical policies and operation of the Center, with the exception of utilities, internet and telephone services, existing school-based security, and facility maintenance.

### **III. Scope of Service**

#### **A. DCPS shall be responsible for the following:**

1. Subject to Center obtaining a use agreement from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for the Center to operate.
2. If the Center does not include health education space, DCPS/the School will provide health education space upon request by Operator, when possible, so long as Center is able to obtain a use agreement from DGS Realty.
3. Principal of the School will designate a school official to serve as a liaison to the Operator staff.
4. Allow students to leave class in a manner authorized by the School in order to receive Health Services provided by Center.
5. Provide maintenance, routine cleaning (excluding bio-hazardous materials).
6. Provide general security services at School on weekdays from 8:00 a.m. until 4:30 p.m., including the school space used by the Operator.
7. Ensure that the School’s Public Announcement system is connected to the Center so that Operator staff can hear school announcements.
8. Ensure that all repairs to the Center space requested by Operator are performed in a reasonable amount of time. All repairs to the Center space shall be made at DCPS’ sole expense, except that any repairs which are necessitated by the negligence or misconduct of Operator shall be made at the expense of the Operator, as will repairs to furniture and equipment purchased and maintained by the Operator.
9. Monitor repair requests through the facilities work request system.
10. Ensure that operational internet and phone lines are provided and connected.

11. Ensure that assistance is provided to connect Operator's IT server to the Center; provided, however, this responsibility does not obligate DCPS to ensure the connectivity of Operator's IT server.
12. Ensure that the Center space complies with applicable Federal and District regulations and laws, and the D.C. School-Based Health Center Facility Standards. (*See Attachment A.*)
13. Deliver the Center space to the Operator with all electrical, plumbing, heating, and cooling systems operating in good working order and with the facility clean, painted, and free of grime, dirt, and debris.
14. Maintain all electrical, plumbing, heating, and cooling systems in good working order throughout the Operator's occupancy of the Center space.
15. Ensure coordination of Center Health Services with other related health activities occurring in the School.
16. Use its best efforts to ensure that Operator is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Operator's ability to provide Health Services at the Center. In the event that the Center space itself requires renovation and temporary removal of Operator from the space, DCPS will use its best efforts to ensure that Operator is provided with substantially similar space to deliver Health Services without interruption.
17. Assist Operator staff in obtaining written consent from parent/guardian (or student if 18 years or older) for student to receive Health Services at the Center, and to allow DCPS, the Center, and DOH to share protected health information and for the Center to receive student education records from DCPS, pursuant to Section VI of this MOA. This will be in accordance with all Federal and District privacy laws and regulations.
18. Provide DCPS Emergency and Safety protocols to Operator, which can currently be accessed at:  
<http://esa.dc.gov/page/school-guides-and-protocols>
19. Ensure school staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur outside of the Center; the School will not rely on Operator staff to respond to these emergencies.

20. Ensure that the School staff members provide Operator staff with student's schedules in a timely manner, when needed, to locate a student for care or follow-up. This will be in subject to the consent requirements outlined in Section VI of this MOA.
21. Ensure that the School Principal or principal's designee will be available to meet with Operator staff for routine meetings at least twice annually, and otherwise as needed.
22. Establish a Local School Health Center Advisory Council ("LSHCAC") for the Center. The LSHCAC shall be representative of the constituency and is oriented to SHC services. Advisory council membership should include school staff, community members, health providers (including the professional school nurse representative), parents and students.
23. Use its best efforts to ensure that the principal's liaison to the Operator, or another contact person designated by the principal, is available to open the School for Operator staff during non-school hours, if necessary, to preserve vaccines or other medications, or for another urgent purpose.
24. Ensure that related School staff members collaborate with Operator staff for the smooth integration of a broad range of school-based health services, including, but not limited to: School psychologist, social workers, counselors and health educators.
25. Ensure that Center space is reserved for use by Operator pursuant to the terms of a use agreement unless DOH, Operator and DCPS agree that another use is permissible.

**B. DOH shall be responsible for the following:**

1. Ensure Operator compliance with the terms of the DOH grant agreement.
2. Provide funding in accordance with the terms of the grant agreement through fiscal year 2014 (FY14).
3. Provide vaccines through the Vaccines For Children program for administration in the Center to eligible patients provided that an electronic monitoring system is installed to monitor vaccine temperatures, and DOH approved protocols are established to protect the vaccine supply in case of a power failure at the school.

4. Provide DCPS with quarterly data reports including: names, student identification numbers and dates of birth for students seen and whose parents have consented to the sharing of such data. The data will be transmitted in a manner that meets the applicable privacy and security requirements of FERPA and HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to HITECH Act of 2009. The quarterly report will also include non-student-identifying utilization data, utilization data, student outcomes and impact.
5. Ensure School nurse's collaboration with Center.
6. Obtain approval from DCPS before directing the Operator to implement any new programs at the Center.
7. Designate a representative to serve on the Local School Health Center Advisory Council (LSHCAC).
8. Ensure and maintain access to student health records as needed for monitoring purposes in accordance with Federal and District privacy laws and regulations.
9. Ensure transfer of student health and education records to any successor Operator of the Center, if there is a change in operators, or to other providers (identified by the Operator) in the event the Center is closed. These transfers would be made in accordance with federal and District of Columbia laws related to privacy, confidentiality and data security.

**C. Operator shall be responsible for the following:**

1. Comply with all provisions of the DOH grant agreement referenced in Article II Scope of Work.
2. Provide Health Services to students enrolled at School. Operator is not responsible for providing Health Services to school staff, contractors, non-enrolled students or school visitors.
3. Provide Health Services to the children of students enrolled at School.
4. Ensure all Health Services to students at the School are provided only by certified and licensed health professionals. Medical students and residents, however may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Operator's staff, according to all applicable District laws and licensing

requirements.

5. Operate year round, on weekdays, during School security hours of 8:00 a.m. – 4:30 p.m. Provide Health Services outside of these hours if appropriate security measures can be put in place and maintained by DCPS. Additional hours must be approved by DCPS, with agreement from the Operator.
6. Operate the Center with a modified schedule during DCPS scheduled holidays and breaks if appropriate security measures are put in place and maintained by DCPS. Modified hours must be approved by DCPS, with agreement from the Operator.
7. With the exception of the School nurse and Department of Behavioral Health (DBH) personnel, Operator will be solely responsible for all Health Services and related services provided by Operator staff/contractors or any third party regarding health care and related services provided to students at the Center. Any other health care practitioners operating in the Center shall be credentialed and directly supervised by the Operator.
8. Ensure that, for any student under 18 years of age, written parental consent to receive Health Services at the Center not covered by the Minor's Health Consent Regulation (22-B DCMR 600.7) and written consent to receive education records is obtained from that student's parent/guardian and maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator, and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
9. Ensure that written consent to receive Health Services covered by the Minor's Health Consent Regulation is obtained from any student wishing to receive such services at the Center, and that such written consent is maintained in that student's health record. Enrollment begins once a signed consent form is submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
10. Ensure that written consent to receive Health Services at the Center and written consent to receive education records is obtained from any student 18 years of age or older, and that such written consent is maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.

11. Provide appropriate and necessary services to pregnant and parenting students enrolled in the Center. Such services may include, but are not limited to, Health Services, mental health services, case management and psycho-educational workshops. Operator will collaborate with DCPS and New Heights staff in the provision of these services.
12. Collaborate with the school nurse, school mental health providers, health/physical education teachers, and other School staff.
13. Ensure that health education provided to students aligns with DC Health Learning Standards.
14. Participate in routine meetings with the School principal to provide updates on any critical issues impacting the operations of the Center.
15. Follow DC's School Emergency Response Plan and Management Guide. These can currently be found at:  
[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)
16. Operator staff will write prescriptions and dispense prescription drugs and over-the-counter drugs, in accordance with DC Municipal Regulations 5-2413, School-Based Health Centers.
17. Operator staff will administer vaccines to enrolled children eligible for the Vaccines for Children program, upon receipt of a signed parental consent form.
18. Adhere to all Federal and District laws, regulations, and policies regarding the dispensing, storage, handling and administration of medications.
19. Ensure that completed Universal Health Certificates are given to the School nurse as soon as possible.
20. Provide a repair request, as necessary, through the DCPS system by contacting the Principal's liaison.
21. Provide bio-hazardous medical waste removal services for the Center.
22. Provide DOH with the annual data reports required under Article VII.D of the grant agreement including for those years after the end of the grant period.

23. Provide all supplies needed by the Operator to provide Health Services in the Center.
24. Designate a representative to serve on the LSHCAC.
25. Submit Center clinical operations policies and procedures including data security and medication security policies and procedures (for the Center) to DOH for review and approval.
26. Ensure and maintain access to student health and education records as needed for monitoring purposes, in accordance with all Federal and District privacy laws and regulations.
27. With DCPS approval, Operator may expand services to serve students from additional schools, other family members, and/or community members if Center has the capacity.
28. Provide DOH with quarterly data reports including: names, student identification numbers and dates of birth for students seen and for whom consent has been provided for the sharing of such data. The data shall be transmitted in a manner that meets the applicable privacy and security requirements of HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to the HITECH Act of 2009. The quarterly report will also include non-student identifying utilization data.
29. In the event that there is a change in Center operators, the current Operator will work with DOH, DCPS and the successor Operator to ensure a smooth transition, including but not limited to, the transfer of student health and education records in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security. If the Operator will cease delivering services at the Center, the Operator will identify providers and/or resources to ensure continued services for enrolled students and their children, and will transfer student health and education records to those providers as needed, in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security.

#### **IV. Background Checks**

##### **A. Applicable Personnel**

Operator shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004

(D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder (“Background Check”), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared within the last two (2) years.

**B. Access**

Operator shall ensure any personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and have not been cleared by DCPS will not have access to DCPS students.

**V. Use Agreements**

Operator’s authorization to access and use any DCPS facility space may be conditioned upon Operator’s first executing a Use Agreement if required by “DGS Realty.” DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, and will guarantee that any required Use Agreement will be obtained. Operator’s insurance will be provided to DGS through the Use Agreement.

**VI. Insurance**

Operator shall carry and pay for insurance coverage to protect it, DOH and DCPS from property damage or bodily injury claims resulting from any of the services provided by Operator 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 \$2,000,000 per incident/\$4,000,000 in the aggregate for the term of this MOA. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. 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 Operator by DCPS.

**VII. Anti-Deficiency**

DOH’s and DCPS’ duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, 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 agreement shall create an obligation on DOH or DCPS in anticipation of an appropriation by Congress for such purpose, and DOH's and DCPS' legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **VIII. Data Sharing and Confidentiality**

### **A. Confidentiality**

Operator shall, and shall cause all Operator employees, contractors and volunteers to, agree to keep private and confidential (1) all Center student lists and any other personally identifiable information compiled by Operator concerning students who have been provided services under this MOA, and (2) any other information compiled by or created by Operator which is proprietary to and which is identified as proprietary to DOH or DCPS in this MOA or in any other document ("Confidential Information").

### **B. Minor's Health Consent**

In instances where a student is receiving services under the Minor's Health Consent Regulation, Operator must have the student's written consent.

### **C. Consent**

Student data will be shared among Parties, only with consent, as follows:

1. DCPS will seek consent from the parent/guardian or from students 18 years or older, to share personally identifiable information from student educational records covered under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA Data") with Operator staff, DOH, and DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations.
2. Operator will seek consent from the parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older, to share student health information with DCPS,

DOH, and DBH clinicians. Such consent shall be in a form conforming to all applicable legal requirements.

**D. FERPA Data Access**

In order for DCPS to allow the Center's staff to access FERPA data, the parent/guardian or student 18 years or older must provide written consent in a form that complies with the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations, and DCPS must obtain a copy of such consent.

**E. Data Sharing**

Health data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Any student's health data obtained from Operator will be kept private and confidential per the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and any FERPA Data will be kept private and confidential per FERPA and applicable law, and no data will be released to anyone other than DCPS staff involved in that student's treatment, including any third parties, except as required by law or with the written consent of parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older.

**F. Student Information**

Use of personally identifiable student information shall be limited as follows:

1. DCPS and its employees agree to use student health information collected by Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student if 18 years or older.
2. Operator and its employees agree to use Confidential Information, and education record information received from DCPS exclusively for the purposes specified in this MOA and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older.

3. Operator and its employees will obtain written consent from a parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older before disclosing information specified in subsection VIII.C.2 to a third party, even in furtherance of a previously consented to purpose.
4. DCPS and its employees will obtain written consent from a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older before disclosing information specified in subsection VIII.C.1 to a third party, even in furtherance of a previously consented to purpose.
5. Employees of DCPS and Operator shall have access to and may use Confidential Information only to the minimum extent necessary to do their jobs.
6. DOH and its employees agree to use student health information collected by the Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations, and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation, or student 18 years or older.

**G. Breach**

1. In the event of a breach or a threatened breach of this Article by Operator, Operator's employees, DCPS, or DCPS' employees, any non-breaching party shall have the right to immediately terminate this MOA.
2. In the event of a breach, suspected breach or threatened breach of this Article by any Party, the Party must notify the other Parties, the DCPS General Counsel and the DOH General Counsel. The Party must immediately investigate and mitigate actual or suspected breaches in cooperation with the DCPS General Counsel and the DOH General Counsel.

**H. Termination**

Upon the effective date of termination of this MOA, Operator shall promptly, and shall cause all Operator employees promptly to transfer student health records to any successor Operator or, if the Center is closing as of that date, to other providers as needed to ensure the continuation of health services for students enrolled at the Center, in accordance with Federal and District law and regulations.

## **I. Sharing with Primary Care Provider**

Operator, DOH and DCPS acknowledge and agree that information may be shared with a student's primary care provider (PCP) as follows:

1. Operator may share student health information for treatment purposes with PCP or any other health care provider authorized to treat the student. Operator will obtain consent of parent/guardian or student if 18 years or older before authorizing PCP or any other health care provider to use student health information for any purpose other than treatment of the student.
2. DCPS will obtain consent from a parent/guardian or student if 18 years or older before sharing FERPA Data with PCP or any other health care provider.
3. If Center Operator staff attend School meetings relating to a child, DCPS will obtain consent from the child's parent/guardian or student 18 years or older to share FERPA Data with Operator staff, and Operator will obtain consent to share student health data with school staff who are involved in that student's treatment. Consent must comply with the requirements of 34 C.F.R. 99.30(b).
  - a. Operator staff may share student immunization data with School personnel for treatment purposes only.
  - b. Operator agrees that, if it publishes any demographic or medical data about the Center, the publication will not include personally identifiable information about any DCPS student without the prior written consent of DCPS and DOH' Privacy Officer and the student's parent or guardian or student 18 years or older, or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS. Operator shall forward a copy of any proposed publications to DCPS and DOH for their review and comments at least sixty (60) calendar days prior to submission for publication. DCPS and DOH understand and agree that Operator is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of student services or to delete or correct student/facility identifying information or any other FERPA related data. DCPS and DOH further agree to notify Operator in writing at least thirty (30) calendar days prior to the publication submission date of the need for such correction.
  - c. All Parties will ensure all data transfers are HIPAA compliant, including HITECH, when sharing data. All Parties agree to adhere to

all applicable Federal and District laws and regulations, pertaining to privacy and confidentiality of records, including FERPA, HIPAA and HITECH.

- d. Operator will comply with all Federal and District laws and regulations requiring the reporting of health information for health surveillance purposes, including but not limited to reporting to the District of Columbia Immunization Registry.

**IX. Term of the MOA**

This MOA shall begin on the date it is executed and remain in force for two (2) years unless terminated as provided by Section VIII below, provided Operator maintains funding to provide health services at School. (See section XIII (D) for survival clause)

**X. Termination of MOA**

**A. DCPS Termination**

DCPS may terminate this MOA upon sixty (60) days prior written notice to Operator and DOH on the following grounds:

1. Operator or DOH fails to comply with the material terms of this MOA;
2. Operator or DOH fails to coordinate with DCPS regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**B. DOH Termination**

DOH may terminate this MOA upon sixty (60) days prior written notice to DCPS and Operator on the following grounds:

1. Operator or DCPS fails to comply with the material terms of this MOA;
2. Operator or DCPS fails to coordinate with DOH regarding program adjustments;
3. Elimination of this program or service; and/or
4. Operator fails to follow District laws, rules or regulations.

**C. Operator Termination**

Operator may terminate this MOA upon sixty (60) days prior written notice to DCPS and DOH on the following

1. Loss of program grant or a substantial reduction in funding that severely limits the level of services that can be provided;
2. Closure of the School; and/or
3. DCPS or DOH fails to comply with the material terms of this MOA.

**D. Mutual Consent for Termination**

DCPS, DOH or Operator may terminate this MOA without cause upon sixty (60) days prior written notice to the other Parties. This MOA may be terminated immediately upon the mutual consent of the Parties.

**XI. Assumption of Risk, Indemnification and Waiver**

Operator hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at School at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the School at the sole risk and hazard of Operator. Moreover, except in instances arising out of negligence or willful misconduct of DCPS or DOH, Operator hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Operator's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Operator for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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. Operator's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.

**XII. 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.

These individuals are responsible for the management and coordination of the

requirements for each respective Party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to:

**TO DCPS:**

Diana Bruce  
Director of Health and Wellness  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, D.C. 20002  
(202) 442-5103

Andrea Shore  
Program Manager for Health Services  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, DC 20002  
(202) 719-6555

**TO DOH:**

Charlissa Quick  
Division Chief  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9123

Luigi Buitrago  
Program Monitor  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9154

**TO OPERATOR:**

Dana Hector  
Executive Director ROS  
Howard University

2400 6th Street, NW  
Washington, DC 20059  
(202) 238-2580

### **XIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 resided in paragraph IX Term of MOA until funding by DOH is exhausted.

#### **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 any Parties.

#### **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.

**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.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon full execution of this MOA. The parties may execute this MOA in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DCPS:

*WR for Kaya Henderson*      *3/4/14*

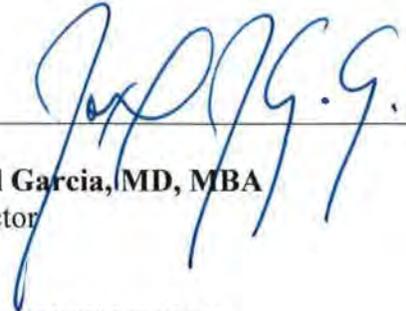
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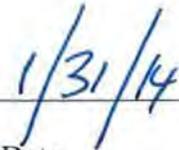
**Kaya Henderson**  
Chancellor

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

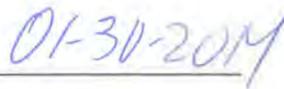
DOH:

  
\_\_\_\_\_  
**Joxel Garcia, MD, MBA**  
Director

  
\_\_\_\_\_  
Date

FOR LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
**Phillip Husband, Esq.**  
General Counsel

  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

OPERATOR:





**Dana Hector**  
Executive Director ROS

Date



**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS,**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,**  
**AND**  
**UNITY HEALTH CARE INC.**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS,  
DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH,  
AND  
UNITY HEALTH CARE INC.**

This Memorandum of Agreement (“MOA”) is made between the District of Columbia Public Schools (“DCPS”), District of Columbia Department of Health (“DOH”) and Unity Health Care Inc. (“Operator”), each individually referred to as “Party”, or collectively as the “Parties”.

**I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the overall physical and emotional health of DCPS students who are enrolled at **H.D. Woodson High School** (the “School”) and the children of students enrolled at School. Operator has been awarded a grant from DOH to operate a school-based health center (the “Center”) at the School.

**II. Overview**

The Center will provide the health services outlined in the Operator’s grant agreement with DOH (“Health Services”), dated October 1, 2013, and incorporated by reference, consistent with applicable Federal and District policies, regulations and laws. Health Services shall include, but are not limited to: 1) primary care services, including routine preventive health services, diagnosis and treatment for acute and chronic illness, physical examinations, medical specialty referrals, laboratory tests, medical and social case management , family planning services, limited pre- and post-natal services with appropriate referral, community-based social services referrals, vaccinations, prescriptions, nutritional assessments, administration of medication, triage and treatment of medical emergencies, substance abuse preventive education, supportive counseling and referral to treatment services; and health education; 2) oral health services; and 3) mental health services.

The target population consists of all students enrolled at the School and their children. Health Services and any related services provided to students by Operator will be provided free of out of pocket expenses to students and their children unless required by law. Operator will be responsible for all billing of third-party payers and for protecting patient privacy and confidentiality in the conduct of such activity, consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPAA)’s Administrative Simplification Regulations found at 45.C.F.R. 160, 162 and 164 and the Family Education Rights and Privacy Act of 1974 (FERPA), including regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). Business associates of Operator are also responsible for complying with HIPAA and FERPA.

Operator expressly acknowledges that DCPS does not assume any cost or responsibility for clinical policies and operation of the Center, with the exception of utilities, internet and telephone services, existing school-based security, and facility maintenance.

### **III. Scope of Service**

#### **A. DCPS shall be responsible for the following:**

1. Subject to Center obtaining a use agreement from the Office of Realty in the Department of General Services (“DGS Realty”), provide adequate and appropriate space for the Center to operate.
2. If the Center does not include health education space, DCPS/the School will provide health education space upon request by Operator, when possible, so long as Center is able to obtain a use agreement from DGS Realty.
3. Principal of the School will designate a school official to serve as a liaison to the Operator staff.
4. Allow students to leave class in a manner authorized by the School in order to receive Health Services provided by Center.
5. Provide maintenance, routine cleaning (excluding bio-hazardous materials).
6. Provide general security services at School on weekdays from 8:00 a.m. until 4:30 p.m., including the school space used by the Operator.
7. Ensure that the School’s Public Announcement system is connected to the Center so that Operator staff can hear school announcements.
8. Ensure that all repairs to the Center space requested by Operator are performed in a reasonable amount of time. All repairs to the Center space shall be made at DCPS’ sole expense, except that any repairs which are necessitated by the negligence or misconduct of Operator shall be made at the expense of the Operator, as will repairs to furniture and equipment purchased and maintained by the Operator.
9. Monitor repair requests through the facilities work request system.
10. Ensure that operational internet and phone lines are provided and connected.

11. Ensure that assistance is provided to connect Operator's IT server to the Center; provided, however, this responsibility does not obligate DCPS to ensure the connectivity of Operator's IT server.
12. Ensure that the Center space complies with applicable Federal and District regulations and laws, and the D.C. School-Based Health Center Facility Standards. (*See Attachment A.*)
13. Deliver the Center space to the Operator with all electrical, plumbing, heating, and cooling systems operating in good working order and with the facility clean, painted, and free of grime, dirt, and debris.
14. Maintain all electrical, plumbing, heating, and cooling systems in good working order throughout the Operator's occupancy of the Center space.
15. Ensure coordination of Center Health Services with other related health activities occurring in the School.
16. Use its best efforts to ensure that Operator is notified in writing at least thirty (30) days prior to the beginning of any renovations or construction projects that may impact Operator's ability to provide Health Services at the Center. In the event that the Center space itself requires renovation and temporary removal of Operator from the space, DCPS will use its best efforts to ensure that Operator is provided with substantially similar space to deliver Health Services without interruption.
17. Assist Operator staff in obtaining written consent from parent/guardian (or student if 18 years or older) for student to receive Health Services at the Center, and to allow DCPS, the Center, and DOH to share protected health information and for the Center to receive student education records from DCPS, pursuant to Section VI of this MOA. This will be in accordance with all Federal and District privacy laws and regulations.
18. Provide DCPS Emergency and Safety protocols to Operator, which can currently be accessed at:  
<http://esa.dc.gov/page/school-guides-and-protocols>
19. Ensure school staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur outside of the Center; the School will not rely on Operator staff to respond to these emergencies.

20. Ensure that the School staff members provide Operator staff with student's schedules in a timely manner, when needed, to locate a student for care or follow-up. This will be in subject to the consent requirements outlined in Section VI of this MOA.
21. Ensure that the School Principal or principal's designee will be available to meet with Operator staff for routine meetings at least twice annually, and otherwise as needed.
22. Establish a Local School Health Center Advisory Council ("LSHCAC") for the Center. The LSHCAC shall be representative of the constituency and is oriented to SHC services. Advisory council membership should include school staff, community members, health providers (including the professional school nurse representative), parents and students.
23. Use its best efforts to ensure that the principal's liaison to the Operator, or another contact person designated by the principal, is available to open the School for Operator staff during non-school hours, if necessary, to preserve vaccines or other medications, or for another urgent purpose.
24. Ensure that related School staff members collaborate with Operator staff for the smooth integration of a broad range of school-based health services, including, but not limited to: School psychologist, social workers, counselors and health educators.
25. Ensure that Center space is reserved for use by Operator pursuant to the terms of a use agreement unless DOH, Operator and DCPS agree that another use is permissible.

**B. DOH shall be responsible for the following:**

1. Ensure Operator compliance with the terms of the DOH grant agreement.
2. Provide funding in accordance with the terms of the grant agreement through fiscal year 2014 (FY14).
3. Provide vaccines through the Vaccines For Children program for administration in the Center to eligible patients provided that an electronic monitoring system is installed to monitor vaccine temperatures, and DOH approved protocols are established to protect the vaccine supply in case of a power failure at the school.

4. Provide DCPS with quarterly data reports including: names, student identification numbers and dates of birth for students seen and whose parents have consented to the sharing of such data. The data will be transmitted in a manner that meets the applicable privacy and security requirements of FERPA and HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to HITECH Act of 2009. The quarterly report will also include non-student-identifying utilization data, utilization data, student outcomes and impact.
5. Ensure School nurse's collaboration with Center.
6. Obtain approval from DCPS before directing the Operator to implement any new programs at the Center.
7. Designate a representative to serve on the Local School Health Center Advisory Council (LSHCAC).
8. Ensure and maintain access to student health records as needed for monitoring purposes in accordance with Federal and District privacy laws and regulations.
9. Ensure transfer of student health and education records to any successor Operator of the Center, if there is a change in operators, or to other providers (identified by the Operator) in the event the Center is closed. These transfers would be made in accordance with federal and District of Columbia laws related to privacy, confidentiality and data security.

**C. Operator shall be responsible for the following:**

1. Comply with all provisions of the DOH grant agreement referenced in Article II Scope of Work.
2. Provide Health Services to students enrolled at School. Operator is not responsible for providing Health Services to school staff, contractors, non-enrolled students or school visitors.
3. Provide Health Services to the children of students enrolled at School.
4. Ensure all Health Services to students at the School are provided only by certified and licensed health professionals. Medical students and residents, however may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Operator's staff, according to all applicable District laws and licensing

requirements.

5. Operate year round, on weekdays, during School security hours of 8:00 a.m. – 4:30 p.m. Provide Health Services outside of these hours if appropriate security measures can be put in place and maintained by DCPS. Additional hours must be approved by DCPS, with agreement from the Operator.
6. Operate the Center with a modified schedule during DCPS scheduled holidays and breaks if appropriate security measures are put in place and maintained by DCPS. Modified hours must be approved by DCPS, with agreement from the Operator.
7. With the exception of the School nurse and Department of Behavioral Health (DBH) personnel, Operator will be solely responsible for all Health Services and related services provided by Operator staff/contractors or any third party regarding health care and related services provided to students at the Center. Any other health care practitioners operating in the Center shall be credentialed and directly supervised by the Operator.
8. Ensure that, for any student under 18 years of age, written parental consent to receive Health Services at the Center not covered by the Minor's Health Consent Regulation (22-B DCMR 600.7) and written consent to receive education records is obtained from that student's parent/guardian and maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator, and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
9. Ensure that written consent to receive Health Services covered by the Minor's Health Consent Regulation is obtained from any student wishing to receive such services at the Center, and that such written consent is maintained in that student's health record. Enrollment begins once a signed consent form is submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.
10. Ensure that written consent to receive Health Services at the Center and written consent to receive education records is obtained from any student 18 years of age or older, and that such written consent is maintained in that student's health record. Enrollment begins once signed consent forms are submitted to Operator and ends when the student leaves the school, or when the Operator receives a written withdrawal from Center enrollment.

11. Provide appropriate and necessary services to pregnant and parenting students enrolled in the Center. Such services may include, but are not limited to, Health Services, mental health services, case management and psycho-educational workshops. Operator will collaborate with DCPS and New Heights staff in the provision of these services.
12. Collaborate with the school nurse, school mental health providers, health/physical education teachers, and other School staff.
13. Ensure that health education provided to students aligns with DC Health Learning Standards.
14. Participate in routine meetings with the School principal to provide updates on any critical issues impacting the operations of the Center.
15. Follow DC's School Emergency Response Plan and Management Guide. These can currently be found at:  
[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)
16. Operator staff will write prescriptions and dispense prescription drugs and over-the-counter drugs, in accordance with DC Municipal Regulations 5-2413, School-Based Health Centers.
17. Operator staff will administer vaccines to enrolled children eligible for the Vaccines for Children program, upon receipt of a signed parental consent form.
18. Adhere to all Federal and District laws, regulations, and policies regarding the dispensing, storage, handling and administration of medications.
19. Ensure that completed Universal Health Certificates are given to the School nurse as soon as possible.
20. Provide a repair request, as necessary, through the DCPS system by contacting the Principal's liaison.
21. Provide bio-hazardous medical waste removal services for the Center.
22. Provide DOH with the annual data reports required under Article VII.D of the grant agreement including for those years after the end of the grant period.

23. Provide all supplies needed by the Operator to provide Health Services in the Center.
24. Designate a representative to serve on the LSHCAC.
25. Submit Center clinical operations policies and procedures including data security and medication security policies and procedures (for the Center) to DOH for review and approval.
26. Ensure and maintain access to student health and education records as needed for monitoring purposes, in accordance with all Federal and District privacy laws and regulations.
27. With DCPS approval, Operator may expand services to serve students from additional schools, other family members, and/or community members if Center has the capacity.
28. Provide DOH with quarterly data reports including: names, student identification numbers and dates of birth for students seen and for whom consent has been provided for the sharing of such data. The data shall be transmitted in a manner that meets the applicable privacy and security requirements of HIPAA Administrative Simplification Regulations, including regulations promulgated pursuant to the HITECH Act of 2009. The quarterly report will also include non-student identifying utilization data.
29. In the event that there is a change in Center operators, the current Operator will work with DOH, DCPS and the successor Operator to ensure a smooth transition, including but not limited to, the transfer of student health and education records in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security. If the Operator will cease delivering services at the Center, the Operator will identify providers and/or resources to ensure continued services for enrolled students and their children, and will transfer student health and education records to those providers as needed, in accordance with Federal and District laws and regulations related to privacy, confidentiality and data security.

#### **IV. Background Checks**

##### **A. Applicable Personnel**

Operator shall ensure that all of its personnel, including all contracted staff and volunteers, participating in this program have completed criminal background checks within the last two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004

(D.C. Code § 4-1501.01, et seq.) and all rules promulgated thereunder (“Background Check”), and shall provide DCPS with Background Check clearance letters for all participating personnel, including all contracted staff and volunteers, indicating they were cleared within the last two (2) years.

**B. Access**

Operator shall ensure any personnel, including all contracted staff and volunteers, participating in this program who have not submitted to a Background Check and have not been cleared by DCPS will not have access to DCPS students.

**V. Use Agreements**

Operator’s authorization to access and use any DCPS facility space may be conditioned upon Operator’s first executing a Use Agreement if required by “DGS Realty.” DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, and will guarantee that any required Use Agreement will be obtained. Operator’s insurance will be provided to DGS through the Use Agreement.

**VI. Insurance**

Operator shall carry and pay for insurance coverage to protect it, DOH and DCPS from property damage or bodily injury claims resulting from any of the services provided by Operator 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 \$2,000,000 per incident/\$4,000,000 in the aggregate for the term of this MOA. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. 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 Operator by DCPS.

**VII. Anti-Deficiency**

DOH’s and DCPS’ duty to fulfill financial obligations of any kind pursuant to any and all provisions of this agreement, or any subsequent agreement entered into pursuant to this agreement, 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 agreement shall create an obligation on DOH or DCPS in anticipation of an appropriation by Congress for such purpose, and DOH's and DCPS' legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **VIII. Data Sharing and Confidentiality**

### **A. Confidentiality**

Operator shall, and shall cause all Operator employees, contractors and volunteers to, agree to keep private and confidential (1) all Center student lists and any other personally identifiable information compiled by Operator concerning students who have been provided services under this MOA, and (2) any other information compiled by or created by Operator which is proprietary to and which is identified as proprietary to DOH or DCPS in this MOA or in any other document ("Confidential Information").

### **B. Minor's Health Consent**

In instances where a student is receiving services under the Minor's Health Consent Regulation, Operator must have the student's written consent.

### **C. Consent**

Student data will be shared among Parties, only with consent, as follows:

1. DCPS will seek consent from the parent/guardian or from students 18 years or older, to share personally identifiable information from student educational records covered under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA Data") with Operator staff, DOH, and DBH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations.
2. Operator will seek consent from the parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older, to share student health information with DCPS,

DOH, and DBH clinicians. Such consent shall be in a form conforming to all applicable legal requirements.

**D. FERPA Data Access**

In order for DCPS to allow the Center's staff to access FERPA data, the parent/guardian or student 18 years or older must provide written consent in a form that complies with the requirements of 34 C.F.R. 99.30(b) and all Federal and District privacy laws and regulations, and DCPS must obtain a copy of such consent.

**E. Data Sharing**

Health data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Data on a given student will only be released to DCPS staff involved in that student's treatment, who will be authorized to use it for treatment purposes only. Any student's health data obtained from Operator will be kept private and confidential per the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and any FERPA Data will be kept private and confidential per FERPA and applicable law, and no data will be released to anyone other than DCPS staff involved in that student's treatment, including any third parties, except as required by law or with the written consent of parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older.

**F. Student Information**

Use of personally identifiable student information shall be limited as follows:

1. DCPS and its employees agree to use student health information collected by Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student if 18 years or older.
2. Operator and its employees agree to use Confidential Information, and education record information received from DCPS exclusively for the purposes specified in this MOA and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older.

3. Operator and its employees will obtain written consent from a parent/guardian, student consenting to services under 22-B DCMR 600.7, or student 18 years or older before disclosing information specified in subsection VIII.C.2 to a third party, even in furtherance of a previously consented to purpose.
4. DCPS and its employees will obtain written consent from a parent/guardian, minor seeking services under the Minor's Health Consent regulation or student 18 years or older before disclosing information specified in subsection VIII.C.1 to a third party, even in furtherance of a previously consented to purpose.
5. Employees of DCPS and Operator shall have access to and may use Confidential Information only to the minimum extent necessary to do their jobs.
6. DOH and its employees agree to use student health information collected by the Operator exclusively for the purposes specified in this MOA, in accordance with all applicable Federal and District laws and regulations, and specifically consented to by a parent/guardian, minor seeking services under the Minor's Health Consent regulation, or student 18 years or older.

**G. Breach**

1. In the event of a breach or a threatened breach of this Article by Operator, Operator's employees, DCPS, or DCPS' employees, any non-breaching party shall have the right to immediately terminate this MOA.
2. In the event of a breach, suspected breach or threatened breach of this Article by any Party, the Party must notify the other Parties, the DCPS General Counsel and the DOH General Counsel. The Party must immediately investigate and mitigate actual or suspected breaches in cooperation with the DCPS General Counsel and the DOH General Counsel.

**H. Termination**

Upon the effective date of termination of this MOA, Operator shall promptly, and shall cause all Operator employees promptly to transfer student health records to any successor Operator or, if the Center is closing as of that date, to other providers as needed to ensure the continuation of health services for students enrolled at the Center, in accordance with Federal and District law and regulations.

## **I. Sharing with Primary Care Provider**

Operator, DOH and DCPS acknowledge and agree that information may be shared with a student's primary care provider (PCP) as follows:

1. Operator may share student health information for treatment purposes with PCP or any other health care provider authorized to treat the student. Operator will obtain consent of parent/guardian or student if 18 years or older before authorizing PCP or any other health care provider to use student health information for any purpose other than treatment of the student.
2. DCPS will obtain consent from a parent/guardian or student if 18 years or older before sharing FERPA Data with PCP or any other health care provider.
3. If Center Operator staff attend School meetings relating to a child, DCPS will obtain consent from the child's parent/guardian or student 18 years or older to share FERPA Data with Operator staff, and Operator will obtain consent to share student health data with school staff who are involved in that student's treatment. Consent must comply with the requirements of 34 C.F.R. 99.30(b).
  - a. Operator staff may share student immunization data with School personnel for treatment purposes only.
  - b. Operator agrees that, if it publishes any demographic or medical data about the Center, the publication will not include personally identifiable information about any DCPS student without the prior written consent of DCPS and DOH' Privacy Officer and the student's parent or guardian or student 18 years or older, or identify any specific DCPS facility where such services were provided without the prior written consent of DCPS. Operator shall forward a copy of any proposed publications to DCPS and DOH for their review and comments at least sixty (60) calendar days prior to submission for publication. DCPS and DOH understand and agree that Operator is under no obligation to make any substantive changes in the proposed publication unless DCPS is seeking to correct false or misleading information relating to the provision of student services or to delete or correct student/facility identifying information or any other FERPA related data. DCPS and DOH further agree to notify Operator in writing at least thirty (30) calendar days prior to the publication submission date of the need for such correction.
  - c. All Parties will ensure all data transfers are HIPAA compliant, including HITECH, when sharing data. All Parties agree to adhere to

all applicable Federal and District laws and regulations, pertaining to privacy and confidentiality of records, including FERPA, HIPAA and HITECH.

- d. Operator will comply with all Federal and District laws and regulations requiring the reporting of health information for health surveillance purposes, including but not limited to reporting to the District of Columbia Immunization Registry.

**IX. Term of the MOA**

This MOA shall begin on the date it is executed and remain in force for two (2) years unless terminated as provided by Section VIII below, provided Operator maintains funding to provide health services at School. (See section XIII (D) for survival clause)

**X. Termination of MOA**

**A. DCPS Termination**

DCPS may terminate this MOA upon sixty (60) days prior written notice to Operator and DOH on the following grounds:

- 1. Operator or DOH fails to comply with the material terms of this MOA;
- 2. Operator or DOH fails to coordinate with DCPS regarding program adjustments;
- 3. Elimination of this program or service; and/or
- 4. Operator fails to follow District laws, rules or regulations.

**B. DOH Termination**

DOH may terminate this MOA upon sixty (60) days prior written notice to DCPS and Operator on the following grounds:

- 1. Operator or DCPS fails to comply with the material terms of this MOA;
- 2. Operator or DCPS fails to coordinate with DOH regarding program adjustments;
- 3. Elimination of this program or service; and/or
- 4. Operator fails to follow District laws, rules or regulations.

**C. Operator Termination**

Operator may terminate this MOA upon sixty (60) days prior written notice to DCPS and DOH on the following

1. Loss of program grant or a substantial reduction in funding that severely limits the level of services that can be provided;
2. Closure of the School; and/or
3. DCPS or DOH fails to comply with the material terms of this MOA.

**D. Mutual Consent for Termination**

DCPS, DOH or Operator may terminate this MOA without cause upon sixty (60) days prior written notice to the other Parties. This MOA may be terminated immediately upon the mutual consent of the Parties.

**XI. Assumption of Risk, Indemnification and Waiver**

Operator hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at School at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the School at the sole risk and hazard of Operator. Moreover, except in instances arising out of negligence or willful misconduct of DCPS or DOH, Operator hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Operator's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Operator for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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. Operator's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.

**XII. 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.

These individuals are responsible for the management and coordination of the

requirements for each respective Party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to:

**TO DCPS:**

Diana Bruce  
Director of Health and Wellness  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, D.C. 20002  
(202) 442-5103

Andrea Shore  
Program Manager for Health Services  
Office of Youth Engagement  
1200 First Street, NE 8<sup>th</sup> Floor  
Washington, DC 20002  
(202) 719-6555

**TO DOH:**

Charlissa Quick  
Division Chief  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9123

Luigi Buitrago  
Program Monitor  
Child, Adolescent and School Health  
Community Health Administration  
D.C. Department of Health  
899 N. Capitol Street NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
(202) 442-9154

**TO OPERATOR:**

Vincent A. Keane  
Executive Director  
Unity Health Care, Inc.

1220 12<sup>th</sup> Street SE Suite 120  
Washington DC 20003  
(202) 715-7900

### **XIII. 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 resided in paragraph IX Term of MOA until funding by DOH is exhausted.

#### **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 any Parties.

#### **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.

**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.

**XIV. EFFECTIVE DATE**

This MOA shall be effective upon full execution of this MOA. The parties may execute this MOA in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DCPS:

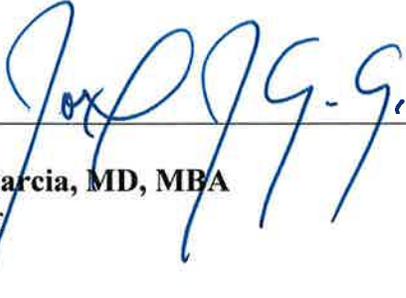
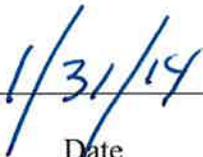
MR for K. Henderson      3/4/14

**Kaya Henderson**  
Chancellor

Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

DOH:

   
\_\_\_\_\_  
**Joxel Garcia, MD, MBA** Date  
Director

FOR LEGAL SUFFICIENCY:

   
\_\_\_\_\_  
**Phillip Husband, Esq.** Date  
General Counsel

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

OPERATOR:

Vincent A. Keane 2/26/14

**Vincent A. Keane**  
Executive Director

Date

# 7174

DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

2017 JUN -8 PM 2:23  
THE OFFICE OF THE  
GENERAL COUNSEL

TO: Antwan Wilson, Chancellor

FROM: Diana Bruce, Director  
Health and Wellness

DATE: June 2, 2017

SUBJECT: MOU to Intra-district funds for school nursing supplies and nursing services for medically fragile students

**Summary of Key Points (Brief):** This is an MOU to transfer intra-district funds to the Department of Health for the purpose of purchasing supplies and equipment for school health services (nurse suites and school-based health centers). This is an annual transfer of funds, and the sole difference between the FY16 executed MOU and the FY17 MOU is the dates and funding amount. The executed FY16 MOU is included for reference.

2. Special Concerns:

3. Action Required: Approval and signature

4. Contact Person: Valentine Breitbarth, Manager, Health Services Phone: 202-719-6555

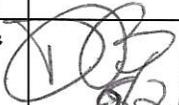
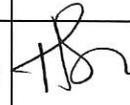
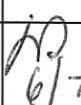
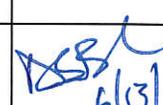
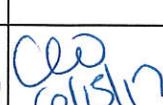
5. Chancellor's Action:

Approved  Disapproved  Modify  Discuss

REMARKS:

  
Chancellor's Signature \_\_\_\_\_ Date 6/22/17

CLEARANCE:

	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	D. Bruce, SWD	H. Schumacher, SWD	J. Davis, COS	S. Barash, OGC	C. Watson COO	
INITIAL & DATE	 6/2/17	 6/5/17	 6/7/17	 6/5/17	 6/15/17	

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH**

**AND**

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

The purpose of this Memorandum of Understanding (MOU) by and between the District of Columbia Public Schools (DCPS or Buyer) and the District of Columbia Department of Health-Community Health Administration (CHA or Seller) is to facilitate the transfer of funds to provide medical supplies and equipment for health suites located at DCPS elementary, education campus, middle, and senior high schools. DCPS and CHA are collectively referred to as the Parties.

**II. PROGRAM GOALS AND OBJECTIVES**

This MOU establishes the terms and conditions under which CHA will receive FY 2017 funds from DCPS to purchase medical supplies and equipment for health suites located within DCPS elementary, education campus, middle, and senior high schools (“DCPS Health Suites”).

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF BUYER**

The Buyer shall be responsible for executing the financial components of this MOU by transferring three hundred ninety two thousand, two hundred and eighty eight dollars (\$392,288) for the purchase of medical supplies and equipment for the DCPS Health Suites.

**B. RESPONSIBILITIES OF SELLER**

Upon the execution of this MOU, CHA will receive the transfer of three hundred ninety two thousand, two hundred and eighty eight dollars (\$392,288) from DCPS to purchase medical supplies and equipment for the DCPS Health Suites in FY 2017. Both parties agree and understand that all goods, supplies and equipment of any kind purchased with funds provided under this MOU shall be the property of the District of Columbia Government, in the inventory of DCPS. A budget for these funds is detailed in Attachment A of this MOU.

#### **IV. DURATION OF MOU**

- A. The period of this MOU shall be from the date of execution thru September 30, 2017, unless terminated in writing by the Parties pursuant to Section XI of this MOU.
- B. The Parties may mutually agree to extend the term of this MOU by exercising a maximum of four (4) one-year option periods, each of which shall be evidenced by a written document signed by the Parties indicating the amount of the funds transferred for the purchase of supplies and equipment for the DCPS Health Suites during such option period. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. CHA shall provide notice of its desire to renew an option period at least 90 days prior to the expiration of a renewal period.
- C. The exercise of an option period is subject to the availability of funds.

#### **V. AUTHORITY FOR MOU**

The authority for this MOU is located at D.C. Official Code § 1-301.01(k).

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF GOODS AND SERVICES**

- 1. Total cost for goods and services under this MOU shall not exceed three hundred ninety two thousand, two hundred and eighty eight dollars (\$392,288) for the period of October 1, 2016 through September 30, 2017. Funding for the goods and services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
- 2. The estimated cost of this MOU is based on the continuous operation of programs and services that each activity provides. The costs of the supplies and equipment are based upon the National Association of School Nurses Standards and Recommendations for stocking and equipping school health suites and on the cost of the equipment required to increase the efficiency and effectiveness of health screenings and other school nursing tasks.
- 3. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30, of the current fiscal year.

## **B. PAYMENT**

1. Payment for all of the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. CHA shall submit quarterly reports using (DHS-Form 1731) for the prior quarter's expenditures with supporting documentation as evidence of expenditures which shall explain the amounts billed for the period. The reconciliations shall include the list of materials and their costs.
3. Advances to CHA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. CHA will receive the advance and bill the Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. CHA shall return any excess advance to the Buyer by September 30, of the current fiscal year.
5. The signatory for each Party, or each Party's designee, shall use best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

## **VII. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, 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 (iv) D.C. 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.

## **VIII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the Seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **IX. RECORDS AND REPORTS**

The Seller agency shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the Buyer's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

## **X. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and/or dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer agency.

## **XI. TERMINATION**

The term of this MOU is from the effective date until September 30, 2017. Either Party may terminate this MOU in whole, or in part by giving ninety (90) calendar days advance written notice to the other Party.

## **XII. NOTICES AND CONTACT PERSONS**

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

### **TO DOH:**

Torey Mack, MD  
Bureau Chief, Family Health  
Community Health Administration  
District of Columbia Department of Health  
899 North Capitol Street, NE, 3rd Floor  
Washington, DC 20002  
(202) 442-9338

### **TO DCPS:**

Diana Bruce  
Director of Health and Wellness, School Wellness Division  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
(202) 442-5103

## **XIII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their authorized representatives, by authority duly given.

**District of Columbia Department of Health**

\_\_\_\_\_  
LaQuandra Nesbitt, MD, MPH  
Director

\_\_\_\_\_  
Date

**Approved as to Legal Sufficiency**

\_\_\_\_\_  
Phillip Husband, Esq.  
General Counsel

\_\_\_\_\_  
Date

**District of Columbia Public Schools**

  
\_\_\_\_\_  
Antwan Wilson  
Chancellor

6/22/17  
Date

**Attachment A: DCPS FY 2017 HEALTH SUITE MEDICAL SUPPLIES AND EQUIPMENT BUDGET**

DESCRIPTION	UNIT PRICE	QUAN	TOTAL
Welch Allyn Spot Vision Screener	\$7,600	10	\$ 76,000
Computers and Monitors	\$1,200	113	\$ 135,600
Printer and fax Ink Cartridge 1/Box	\$80	450	\$ 36,000
Printers	\$70	112	\$ 7,840
Copy Paper	\$54	200	\$ 10,800
Alcohol Hand Sanitizer 12 oz. Pump Bottle	\$6.46	430	\$ 2,778
Anti - Microbial Hand Soap 16 oz. Pump Bottle	\$5.84	600	\$ 3,504
Audio Wipes	\$4.25	250	\$ 1,063
Band Aids 1 x 3	\$1.80	500	\$ 900
Band Aids ¾ x 3	\$2.30	500	\$ 1,150
Band Aids 7/8 Spots	\$2.75	500	\$ 1,375
Band Aids 2 x 4	\$4.31	500	\$ 2,155
Blood Pressure Cuff Child	\$30.40	50	\$ 1,520
Blood Pressure Cuff Regular Adult	\$30.40	50	\$ 1,520
Blood Pressure Cuff Large (Obesity )	\$35.35	40	\$ 1,414
Castile Soap Wipes	\$4.92	500	\$ 2,460
Drinking Cups 5 oz.	\$4.09	250	\$ 1,023
Elastic Bandages 2'	\$0.70	360	\$ 252
Elastic Bandages 3'	\$0.85	361	\$ 307
Elastic Bandages 4'	\$1.30	360	\$ 468
Elastic Bandages 6'	\$2.00	360	\$ 720
Eyesaline Eyewash 4 oz.	\$4.74	200	\$ 948
Eyesaline Eyewash 8 oz.	\$6.02	200	\$ 1,204
First Aid Kit	\$24.05	166	\$ 3,992
Goggles	\$3.42	201	\$ 687
Small Plastic Bags	\$4.16	300	\$ 1,248
Large Plastic Bags	\$3.18	300	\$ 954
Probe Covers	\$3.33	250	\$ 833
Adhesive Tape ½	\$12.95	100	\$ 1,295
Adhesive Tape 2'	\$12.75	100	\$ 1,275
Tape Measuring	\$18.70	50	\$ 935
Kleenex Tissues / Cases	\$54.55	50	\$ 2,728
Concord Fingertip Pulse Oximeter	\$60.00	166	\$ 9,960
BD Insulin Syringes 100/Box	\$49.85	100	\$ 4,985
Urine Chemstrip 7 Test Strips 100/Box	\$83.60	50	\$ 4,180
Cold Packs Medium / Cases	\$26.76	250	\$ 6,690
Cotton Balls / Cases	\$48.34	9	\$ 435
Cotton Tipped Applicators / Cases	\$36.11	40	\$ 1,444
Medicine Cups 1 oz. / Cases	\$41.95	100	\$ 4,195
EZ Kill Sani Wipes / Cases	\$52.86	100	\$ 5,286
Emesis Basin / Cases	\$58.87	100	\$ 5,887
Gauze 4 x 4 / Cases	\$38.84	100	\$ 3,884
Gauze 2 x 2 / Cases	\$39.42	100	\$ 3,942
Medium Gloves / Box	\$45.00	100	\$ 4,500

Large Gloves / Box	\$45.00	120	\$	5,400
X Large Gloves / Box	\$45.00	100	\$	4,500
LargeNitrile Gloves- (Latex-Free)-Medium	\$11.00	100	\$	1,100
LargeNitrile Gloves- (Latex-Free)-Large	\$11.00	120	\$	1,320
LargeNitrile Gloves- (Latex-Free)- X-Large	\$11.00	100	\$	1,100
Surgical Mask / Cases	\$25.66	51	\$	1,309
Micropore Tape 1' / Cases	\$49.48	20	\$	990
Micropore Tape 2' / Cases	\$49.48	20	\$	990
Paper Rolls / Cases	\$22.26	60	\$	1,336
Penlights / Pk.	\$5.58	166	\$	926
Pillow Coves / Cases	\$18.54	500	\$	9,270
Triangular Bandages / Dozen	\$6.99	102	\$	713
Locking refridgerator	\$150.00	20	\$	3,000
<b>TOTAL</b>			\$	<b>392,288</b>

## Douglas, Tanisha (DCPS)

---

**From:** Breitbarth, Valentine (DCPS)  
**Sent:** Friday, June 02, 2017 10:25 AM  
**To:** Douglas, Tanisha (DCPS)  
**Subject:** FW: FY17 Nursing Supply MOU

OGC Review  
and approval

---

**From:** Mahmud, Omar (DCPS)  
**Sent:** Friday, April 07, 2017 3:28 PM  
**To:** Breitbarth, Valentine (DCPS)  
**Cc:** Bruce, Diana (DCPS)  
**Subject:** RE: FY17 Nursing Supply MOU

Hello Valentine,

I haven't looked closely at the math in the spreadsheet, but you  
the total in the spreadsheet does not match the total stated in  
Thanks for running this by me.

since  
d to go.

Omar

---

**From:** Breitbarth, Valentine (DCPS)  
**Sent:** Friday, April 07, 2017 3:02 PM  
**To:** Mahmud, Omar (DCPS) <[Omar.Mahmud@dc.gov](mailto:Omar.Mahmud@dc.gov)>  
**Cc:** Bruce, Diana (DCPS) <[Diana.Bruce@dc.gov](mailto:Diana.Bruce@dc.gov)>  
**Subject:** FY17 Nursing Supply MOU

Hi Omar,

We're ready to move forward with the attached MOU for the nursing supply budget. It's exactly the same as last year—I  
only updated the dates and the budget amount. Please let me know if you have any concerns. Thanks!

Best,  
Valentine

**Valentine Breitbarth**  
**Manager, Health Services**  
**Office of Student Wellness**

District of Columbia Public Schools  
1200 First Street, NE  
Washington, D.C. 20002  
C: 202-345-0052  
E: [valentine.breitbarth@dc.gov](mailto:valentine.breitbarth@dc.gov)  
<http://dcps.dc.gov>

GOVERNMENT OF THE DISTRICT OF COLUMBIA



MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH

AND

DISTRICT OF COLUMBIA DEPARTMENT OF EDUCATION

**I. INTRODUCTION**

The purpose of this Memorandum of Understanding is to establish the terms and conditions for the District of Columbia Public Schools (DCPS) and the District of Columbia Department of Health Administration to provide medical supplies and equipment to elementary, middle, and senior high school campuses. The Parties are:

*Executed  
FY 16 MOU*

District of Columbia Department of Health Administration  
16 funds to DCPS  
, education  
l to as the

**II. PROGRAM GOALS AND OBJECTIVES**

This MOU establishes the terms and conditions for the District of Columbia Public Schools (DCPS) to purchase medical supplies and equipment from DCPS to purchase medical supplies and equipment for elementary, middle, and senior high school campuses.

16 funds in DCPS  
Health Suites”).

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF BUYER**

The Buyer shall be responsible for executing the financial components of this MOU by transferring four hundred seventeen thousand, two hundred and thirty dollars and four cents (\$417,230.04) for the purchase of medical supplies and equipment for the DCPS Health Suites.

**B. RESPONSIBILITIES OF SELLER**

Upon the execution of this MOU, CHA will receive the transfer of four hundred seventeen thousand, two hundred and thirty dollars and four cents (\$417,230.04) from DCPS to purchase medical supplies and equipment for the DCPS Health Suites in FY 2016. Both parties agree and understand that all goods, supplies and equipment of any kind purchased with funds provided under this MOU shall be the property of the District of Columbia Government, in the inventory of DCPS. A budget for these funds is detailed in Attachment A of this MOU.

**IV. DURATION OF MOU**

- A. The period of this MOU shall be from the date of execution thru September 30, 2016, unless terminated in writing by the Parties pursuant to Section XI of this MOU.
- B. The Parties may mutually agree to extend the term of this MOU by exercising a maximum of four (4) one-year option periods, each of which shall be evidenced by a written document signed by the Parties indicating the amount of the funds transferred for the purchase of supplies and equipment for the DCPS Health Suites during such option period. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. CHA shall provide notice of its desire to renew an option period at least 90 days prior to the expiration of a renewal period.
- C. The exercise of an option period is subject to the availability of funds.

**V. AUTHORITY FOR MOU**

The authority for this MOU is located at D.C. Official Code § 1-301.01(k).

**VI. FUNDING PROVISIONS**

**A. COST OF GOODS AND SERVICES**

- 1. Total cost for goods and services under this MOU shall not exceed four hundred seventeen thousand, two hundred and thirty dollars and four cents (\$417,230.04) for the period of October 1, 2015 through September 30, 2016. Funding for the goods and services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
- 2. The estimated cost of this MOU is based on the continuous operation of programs and services that each activity provides. The costs of the supplies and equipment are based upon the National Association of School Nurses Standards and Recommendations for stocking and equipping school health suites and on the cost of the equipment required to increase the efficiency and effectiveness of health screenings and other school nursing tasks.
- 3. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30, of the current fiscal year.

## **B. PAYMENT**

1. Payment for all of the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. CHA shall submit quarterly reports using (DHS-Form 1731) for the prior quarter's expenditures with supporting documentation as evidence of expenditures which shall explain the amounts billed for the period. The reconciliations shall include the list of materials and their costs.
3. Advances to CHA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. CHA will receive the advance and bill the Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. CHA shall return any excess advance to the Buyer by September 30, of the current fiscal year.
5. The signatory for each Party, or each Party's designee, shall use best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

## **VII. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, 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 (iv) D.C. 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.

## **VIII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the Seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **IX. RECORDS AND REPORTS**

The Seller agency shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the Buyer's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

## **X. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and/or dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer agency.

## **XI. TERMINATION**

The term of this MOU is from the effective date until September 30, 2016. Either Party may terminate this MOU in whole, or in part by giving ninety (90) calendar days advance written notice to the other Party.

## **XII. NOTICES AND CONTACT PERSONS**

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

### **TO DOH:**

Charlissa Quick, MSA, RN  
Division Chief, Child, Adolescent and School Health Bureau  
Community Health Administration  
District of Columbia Department of Health  
899 North Capitol Street, NE, 3rd Floor  
Washington, DC 20002  
(202) 442-9123

### **TO DCPS:**

Diana Bruce  
Director of Health and Wellness, School Wellness Division  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
(202) 442-5103

## **XIII. MODIFICATIONS**

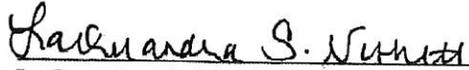
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

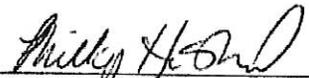
**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their authorized representatives, by authority duly given.

**District of Columbia Department of Health**

  
\_\_\_\_\_  
LaQuandra Nesbitt, MD, MPH  
Director

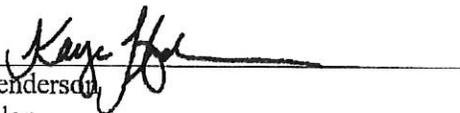
8/5/2016  
Date

**Approved as to Legal Sufficiency**

  
\_\_\_\_\_  
Phillip Husband, Esq.  
General Counsel

07-29-2016  
Date

**District of Columbia Public Schools**

  
\_\_\_\_\_  
Kaya Henderson  
Chancellor

8/17/16  
Date

DOH Health Services Supply and Equipment Budget

<b>FY 16 School Health Nursing Program Supply Budget</b>	
Health Suite Equipment List	\$ 53,050.69
Health Suite Supplies	\$ 308,282.55
SBHC Roosevelt Equip & Supplies	\$ 55,896.80
<b>GRAND TOTAL</b>	<b>\$ 417,230.04</b>

DOH Health Services Supply and Equipment Budget

FY 16 School Health Nursing Program Supply Budget	
Health Suite Equipment List	\$ 53,050.69
Health Suite Supplies	\$ 308,282.55
SBHC Roosevelt Equip & Supplies	\$ 55,896.80
<b>GRAND TOTAL</b>	<b>\$ 417,230.04</b>

**DOH HEALTH SUITE - ESTIMATE EQUIPMENT PURCHASE LIST FOR 7 HEALTH SUITES**

DESCRIPTION FOR EQUIPMENT	VENDOR	MODEL #	Quan	UNIT PRICE	TOTAL
HON Metro Classic Double-Pedestal Desk	Office Depot	486718	7	\$ 659.99	\$ 4,619.93
Realspace MFTC 200 Multifunction Ergonomic Super Task Chair	Office Depot	493876	7	\$ 169.99	\$ 1,189.93
Safco Melamine/Steel Fax/Printer Stand	Office Depot	654005	7	\$ 246.99	\$ 1,728.93
Office Max Four-Drawer Vertical File	Office Depot	1365508	7	\$ 189.99	\$ 1,329.93
HON Brigade 700 Series Lateral File	Office Depot	719575	7	\$ 469.99	\$ 3,289.93
6 Global Duet Stacking Chairs / HS	Office Depot	809417	7	\$ 99.99	\$ 699.93
Wall Clock	Moore Medical	90725	7	\$ 42.49	\$ 297.43
Wastebasket	Office Depot	896083	7	\$ 17.99	\$ 125.93
2 Cubicle Curtain track 90 degree bend / HealthSuite (HS)	School Health	14118	7	\$ 89.10	\$ 623.70
2 Cubicle telescopic privacy Curtains / HS	School Health	79270	7	\$ 227.16	\$ 1,590.12
2 Chrome Leg Couch/ HS	Moore Medical	76508	7	\$ 570.00	\$ 3,990.00
Summit Refrigerator/Freezer 5.1 cu.ft with lock	School Health	15023	7	\$ 710.00	\$ 4,970.00
Summit Refrigerator/Freezer 11.8 cu.ft with lock	School Health	15016	7	\$ 752.50	\$ 5,267.50
Standard treatment table with shelf	School Health	24829	7	\$ 561.00	\$ 3,927.00
Wall mounted Medication Cabinet (double lock)	School Health	24377	7	\$ 579.50	\$ 4,056.50
Faucet- Mounted Eyewash Systems - Eye Safe -X	School Health	42155	7	\$ 98.99	\$ 692.93
Scale with Height Bar - Health O Meter	School Health	402KL	7	\$ 343.00	\$ 2,401.00
Computer with Monitor	Dell		7	\$ 1,200.00	\$ 8,400.00
Printer	CDW		7	\$ 250.00	\$ 1,750.00
Fax	CDW		7	\$ 200.00	\$ 1,400.00
Shredder	CDW		7	\$ 100.00	\$ 700.00
<b>Grand total for 8 Health Suites</b>					<b>\$ 53,050.69</b>

**Attachment A**  
**DCPS School Nurse Suite Supplies and Equipment**  
**Estimate for School Year 2016-2017**

Medical Surgical Supplies				
Item	Item	Amount	Price	Total
	Alcohol Hand Sanitizer 12 oz. Pump Bottle	400	\$ 6.46	\$ 2,584.00
	Anti - Microbial Hand Soap 16 oz. Pump Bottle	600	\$ 5.84	\$ 3,504.00
	Audio Wipes	250	\$ 4.25	\$ 1,062.50
	Band Aids 1 x 3	500	\$ 1.80	\$ 900.00
	Band Aids ¾ x 3	500	\$ 2.30	\$ 1,150.00
	Band Aids 7/8 Spots	500	\$ 2.75	\$ 1,375.00
	Band Aids 2 x 4	500	\$ 4.31	\$ 2,155.00
	Blood Pressure Cuff Child	50	\$ 30.40	\$ 1,520.00
	Blood Pressure Cuff Regular Adult	50	\$ 30.40	\$ 1,520.00
	Blood Pressure Cuff Large (Obesity )	40	\$ 35.35	\$ 1,414.00
	Castile Soap Wipes	500	\$ 4.92	\$ 2,460.00
	Drinking Cups 5 oz.	250	\$ 4.09	\$ 1,022.50
	Elastic Bandages 2'	360	\$ 0.70	\$ 252.00
	Elastic Bandages 3'	360	\$ 0.85	\$ 306.00
	Elastic Bandages 4'	360	\$ 1.30	\$ 468.00
	Elastic Bandages 6'	360	\$ 2.00	\$ 720.00
	Eyesaline Eyewash 4 oz.	200	\$ 4.74	\$ 948.00
	Eyesaline Eyewash 8 oz.	200	\$ 6.02	\$ 1,204.00
	First Aid Kit	166	\$ 24.05	\$ 3,992.30
	Goggles	200	\$ 3.42	\$ 684.00
	Small Plastic Bags	300	\$ 4.16	\$ 1,248.00
	Large Plastic Bags	300	\$ 3.18	\$ 954.00
	Probe Covers	250	\$ 3.33	\$ 832.50
	Adhesive Tape ½	100	\$ 12.95	\$ 1,295.00
	Adhesive Tape 2'	100	\$ 12.75	\$ 1,275.00
	Tape Measuring	50	\$ 18.70	\$ 935.00
	Kleenex Tissues / Cases	50	\$ 54.55	\$ 2,727.50
	One Touch Ultra Blood Glucose Meter	100	\$ 113.50	\$ 11,350.00
	One Touch Ultra Blood Glucose Strips 50/Box	100	\$ 97.50	\$ 9,750.00
	One Touch Ultra Blood Glucose Meter Control Solution	100	\$ 16.75	\$ 1,675.00
	Mabis Compmist Compressor Nebulizer Machine	166	\$ 68.20	\$ 11,321.20
	Mabis Compmist Compressor Nebulizer T-Adaptor Kit w/Tubing	166	\$ 8.50	\$ 1,411.00
	Mabis Compmist Nebulizer Child Mask	166	\$ 4.49	\$ 745.34
	Mabis Compmist Nebulizer Adult Mask	166	\$ 4.56	\$ 756.96
	Concord Fingertip Pulse Oximeter	166	\$ 60.00	\$ 9,960.00
	BD Insulin Syringes 100/Box	100	\$ 49.85	\$ 4,985.00
	Urine Chemstrip 7 Test Strips 100/Box	50	\$ 83.60	\$ 4,180.00
	Cold Packs Medium / Cases	250	\$ 26.76	\$ 6,690.00
	Cotton Balls / Cases	9	\$ 48.34	\$ 435.06
	Cotton Tipped Applicators / Cases	40	\$ 36.11	\$ 1,444.40
	Medicine Cups 1 oz. / Cases	100	\$ 41.95	\$ 4,195.00
	EZ Kill Sani Wipes / Cases	100	\$ 52.86	\$ 5,286.00

Medical Surgical Supplies				
Item	Item	Amount	Price	Total
	Emesis Basin / Cases	100	\$ 58.87	\$ 5,887.00
	Gauze 4 x 4 / Cases	100	\$ 38.84	\$ 3,884.00
	Omron HEM 907XL IntelliSense Professional Digital Blood Pressure	166	\$ 530.00	\$ 87,980.00
	Omron Stand for HEM-907XL	166	\$ 65.00	\$ 10,790.00
	Gauze 2 x 2 / Cases	100	\$ 39.42	\$ 3,942.00
	Medium Gloves / Box	100	\$ 45.00	\$ 4,500.00
	Is It Okay? How to Stay Safe	10	\$ 99.95	\$ 999.50
	My Plate and You: Learning about Nutrition, Health and Exercise	15	\$ 109.95	\$ 1,649.25
	My Best Me	10	\$ 79.95	\$ 799.50
	I Can't Decide: Making Decisions	10	\$ 99.95	\$ 999.50
	Sometimes Friends Mean Trouble	10	\$ 99.95	\$ 999.50
	Choose to Refuse: Saying No and Keeping Your Friends	5	\$ 99.95	\$ 499.75
	You, Your Body and Puberty	10	\$ 129.95	\$ 1,299.50
	The Six Pillars of Character: Trustworthiness	6	\$ 69.95	\$ 419.70
	Large Gloves / Box	120	\$ 45.00	\$ 5,400.00
	X Large Gloves / Box	100	\$ 45.00	\$ 4,500.00
	LargeNitrile Gloves- (Latex-Free)-Medium	100	\$ 11.00	\$ 1,100.00
	LargeNitrile Gloves- (Latex-Free)-Large	120	\$ 11.00	\$ 1,320.00
	LargeNitrile Gloves- (Latex-Free)- X-Large	100	\$ 11.00	\$ 1,100.00
	Surgical Mask / Cases	50	\$ 25.66	\$ 1,283.00
	Micropore Tape 1' / Cases	20	\$ 49.48	\$ 989.60
	Micropore Tape 2' / Cases	20	\$ 49.48	\$ 989.60
	Paper Rolls / Cases	60	\$ 22.26	\$ 1,335.60
	Penlights / Pk.	166	\$ 5.58	\$ 926.28
	Pillow Coves / Cases	500	\$ 18.54	\$ 9,270.00
	Triangular Bandages / Dozen	100	\$ 6.99	\$ 699.00
	Locking refridgerator	9	\$ 150.00	\$ 1,350.00
<b>Sub-total Medical-Surgical Supplies &amp; Equipment</b>				<b>\$ 267,605.54</b>
<b>Supplies &amp; Equipment</b>				
<b>Vendor: CDW</b>				
	Item	Amount	Price	Total
	Printer and fax Ink Cartridge 1/Box	400	\$ 55.00	\$ 22,000.00
	Copy Paper	200	\$ 54.00	\$ 10,800.00
<b>Subtotal</b>				<b>\$ 32,800.00</b>
<b>Shipping/Delivery</b>				<b>\$ 7,877.01</b>
<b>Grand Total</b>				<b>\$ 308,282.55</b>

DOH Health Services Supply and Equipment Budget  
SY15-16

<b>Health Center Equipment</b>	<b>Item</b>	<b>Quantity</b>	<b>Cost Per Item</b>	<b>Total</b>
Clinical	Phlebotomy chair for laboratory	1	\$ 390.00	\$ 390.00
Clinical	Refrigerator for lab specimen, undercounter	1	\$ 2,000.00	\$ 2,000.00
Clinical	Thermo Scientific Immunization Refrigerator - Monitor Included	1	\$ 10,260.00	\$ 10,260.00
Clinical	Eye wash station	5	\$ 300.00	\$ 1,500.00
Clinical	Microscope	1	\$ 600.00	\$ 600.00
Clinical	Centrifuge	1	\$ 320.00	\$ 320.00
Clinical	Hematology analyzer	1	\$ 900.00	\$ 900.00
Clinical	Task chair for laboratory, adjustable	1	\$ 375.00	\$ 375.00
Clinical	Infectious waste containers	4	\$ 275.00	\$ 1,100.00
Clinical	Sharps containers, 5 quart	12	\$ 8.00	\$ 96.00
Clinical	Fire extinguisher	2	\$ 100.00	\$ 200.00
Clinical	Wall-mounted ophthalmoscope	2	\$ 1,400.00	\$ 2,800.00
Clinical	Sphygmomanometer	2	\$ 90.00	\$ 180.00
Clinical	Nebulizer Compressor	1	\$ 60.00	\$ 60.00
Clinical	Pulse oximeter	2	\$ 125.00	\$ 250.00
Clinical	Glucometer	2	\$ 100.00	\$ 200.00
Clinical	Audiometer	1	\$ 700.00	\$ 700.00
Clinical	Titmus machine	1	\$ 3,000.00	\$ 3,000.00
Clinical	SnellenIE Chart	1	\$ 12.00	\$ 12.00
Clinical	Rolling stools	2	\$ 250.00	\$ 500.00
Clinical	Reflex hammers	2	\$ 6.00	\$ 12.00

DOH Health Services Supply and Equipment Budget  
SY15-16

<b>Health Center Equipment</b>	<b>Item</b>	<b>Quantity</b>	<b>Cost Per Item</b>	<b>Total</b>
Clinical	Examination lights	2	\$ 129.00	\$ 258.00
Clinical	Standing scale with measuring bar, digital	1	\$ 400.00	\$ 400.00
Clinical	Resuscitation bag	1	\$ 200.00	\$ 200.00
Clinical	Automatic external defibrillator (AED)/LifePak	1	\$ 2,000.00	\$ 2,000.00
Clinical	Oxygen inhalation kit	2	\$ 110.00	\$ 220.00
<b>Sub Total</b>				<b>\$ 28,533.00</b>
<b>Non-Clinical</b>				
Non-Clinical	Staff lockers	6	\$ 200.00	\$ 1,200.00
Non-Clinical	Computer and Monitors	3	\$ 1,200.00	\$ 3,600.00
<b>Sub Total</b>				<b>\$ 4,800.00</b>
<b>Dental Equipment</b>				
Clinical	Autoclave	1	\$ 5,090.00	\$ 5,090.00
Clinical	Cavitron	1	\$ 4,860.00	\$ 4,860.00
Clinical	Cavitron Tips	6	\$ 106.00	\$ 636.00
Clinical	Ultrasonic Cleaner	1	\$ 645.00	\$ 645.00
Clinical	Curing Light	1	\$ 1,250.00	\$ 1,250.00
Clinical	Capsule Mixer	1	\$ 865.00	\$ 865.00
Clinical	Amalgamator	1	\$ 290.00	\$ 290.00
Clinical	659 B Super torque · LuxHP	1	\$ 252.00	\$ 252.00
Clinical	High Speed Hand pieces	4	\$ 775.00	\$ 3,100.00
Clinical	Slow Speed Hand pieces	4	\$ 450.00	\$ 1,800.00
Clinical	Hand Piece Attachments	4	\$ 672.00	\$ 2,688.00
Clinical	Dental Assistant's Stool	1	\$ 644.00	\$ 644.00
Clinical	Cotton Pliers	4	\$ 84.00	\$ 336.00
Clinical	Spoon Excavator	7	\$ 15.40	\$ 107.80

DOH Health Services Supply and Equipment Budget  
SY15-16

Health Center Equipment	Item	Quantity	Cost Per Item	Total
Sub Total				\$ 22,563.80
Total				\$ 55,896.80

Health Suite Equipment List	\$	53,050.69
Health Suite Supplies	\$	308,282.55
SBHC Equip & Supplies	\$	55,896.80
<b>GRAND TOTAL</b>		<b>\$ 417,230.04</b>

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
DEPARTMENT OF HEALTH, HIV/AIDS, HEPATITIS, STD & TB ADMINISTRATION  
(HAHSTA)  
FOR THE SCHOOL-BASED SEXUAL HEALTH PROGRAM**

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**I. INTRODUCTION**

This Memorandum of Understanding (MOA) sets forth the responsibilities and expectations of the District of Columbia Public Schools (DCPS) and Department of Health (DOH) and Administration (HAHSTA) in support of the RMP Condom Availability Program, the School-Based Teening Program and the Sexual Health Campaign jointly referred to as the "Program" or "Programs". This Partners Agreement will allow for secondary school students to receive sexual health prevention services and materials. OP and are individually referred to herein as a "Party" and collectively as the "Parties".

**II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

According to the Centers for Disease Control and Prevention (CDC) between the ages of 15 and 19 accounted for 20% of all chlamydia cases and 18% of all gonorrhea cases reported in the United States in 2011. It is estimated that 20% of high school students are sexually active. CDC reports that 1 in 4 adolescents nationally are sexually active. These rates continue to be disproportionately affected by sexually transmitted infections (STIs). District of Columbia (DC) and 19% accounted for the second and fourth highest proportion of chlamydia (2013) and gonorrhea (2011) cases in 2011 respectively. Many chlamydia and gonorrhea cases go unreported among adolescents due to lack of symptoms, barriers to health care and a lack of knowledge about STIs. When left untreated, these infections can lead to infertility and other serious health conditions. Access to low barrier education, prevention methods and treatment can greatly reduce students' risk for communicable diseases, infection and unplanned pregnancy. The need for such services is further evidenced by data in testing among DC's high school students. CDC reports that 19% of high school students reported being sexually active in 2011. Based on data collected in the 2011 District of Columbia ROP Curriculan Report File 32, 10% of 11th graders reported being sexually active. Just 1% reported being tested for STIs and 10% of 11th graders reported these services in schools provides an opportunity to modify health behaviors that increase outbreaks or their lifetime.

In response, DCPS and OP collaborated to introduce the school-based Teening Program in 2011. DC provides in-school testing and treatment. Additionally, DCPS partnered with OP and the Office of the State Superintendent for Education (OSSE) to implement the RMP Program, Condom Availability Program through DCPS students and school staff, under OP training and certification to distribute condoms in DCPS schools and serve as sources of accurate sexual health information. DCPS provides the training and certification online, as well as the safe sex products (condoms, lubricant, dental dams, etc.). More over,





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- o Ensure communication about screening process and dates are communicated throughout the school community. This will include parent communication, school administration, teachers and auxiliary staff that may need to make adjustments to scheduled activities.
  - o When provided, reports are school level screening reports, not school principals.
  - o Provide follow-up communication to school points of contact following school and screening.
  - o Provide weekly updates to the P Coordinator of screening dates or changes to calendar.
  - o Provide on-site screening support as needed.
  - o Coordinate with points of contact to develop a plan for transition in/out of school based screening team out of schools, not a school based health center 2022 and
  - o Develop in partnership with a communication plan including development of materials to promote schools' participation in school community and
1. To provide the send a notice when submitting a strategy for conferences and journals regarding activities including the school based screening Program and a knowledge of the school based screening Program as a school entity.

The school agrees to assume the following duties and responsibilities in support of this program:

1. Maintain a school based screening Program team consisting of one program manager at 2022-2023, a coordinator, two disease intervention specialists to provide technical assistance, screening coordination and deliver patient follow up and partner services and 1 on call medical doctor or nurse practitioner to provide on-site treatment at schools throughout a school based health center.
  2. Ensure all school and community organization staff participation in the Program meet P requirements for a round of tests.
  3. Identify mechanisms and partners to train and develop out providers and health workers to support school based screening activities in P schools.
- The P non-prioritized schools meet with principals or school points of contact to free fees prior to the scheduled screening dates to discuss/coordinate the following:
- o Confirm screening and treatment dates.
  - o Plan parent teacher or organization presentations needed if any requested.
  - o Confirm logistics.
  - o Receive method of letters and outfit forms will be sent out to parents.

- o Confirm a location for screening in the school
  - o Review class schedules and process for informing students down for screening
  - o Review logistics for the treatment process
- 10 Conduct all thorough logistical meetings with all school points of contacts to ensure adequate space for presentations, screening and screening process
- 11 Conduct medical accurate and engaging screening presentation for students to explain process for and encourage school screening promote sexual health and positive message
- 12 Develop school based screening team or provide trained partners to conduct school based screening presentations and screening
- 8 Provide all screening collection and lab process for chlamydia and gonorrhea testing
- 9 Provide all students with a method for obtaining test results within 3 days of screening
- 10 Ensure disease intervention specialists contact students within 3 days of result to coordinate treatment
- 11 Provide fast tracked treatment for students and their partners at the health and illness center
- 12 Provide school based health centers or school nurses to coordinate a treatment day within 1 day of final screening date. This includes
  - o Develop a treatment day schedule
  - o Providing adequate medications and snacks
  - o Conducting motivational interviews and partner services interviews
  - o Informing students additional testing for re-han and and provide linkage to care and referrals as assessments and/or test results indicate necessary
- 13 Within a month of a school's screening and treatment day provide principal or the PPP central office designee school level identified appropriate screening results including but not limited to participation in education session as part of the school's in-seat attendance participation in screening students screening positive and students successfully treated and
- 14 At the end of February and the end of June each year provide PPP staff with mid-year and year-end identified appropriate screening results including but not limited to participation in education session as part of the school's in-seat attendance participation in screening students screening positive and students successfully treated

PPP and CDC agree to collaborate and jointly assume the following duties and responsibilities in support of this program

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**SEXUAL HEALTH CAMPAIGN PROGRAM**

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**IV. TERM**

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Term The Parties may amend this MDD or additional terms in written agreement signed by both Parties prior to expiration of the term or an subsequent term agreed to pursuant to this provision.

## V. FUNDING

No funding is associated with this MDD.



## XII. NOTICES AND CONTACT PERSONS

Inquiries under this Manual shall be directed to the parties listed below in notices required under this Manual shall be in printed or a reproducible form of communication and an appropriate delivery method to the same parties.

Public

Diana Rube  
Director Health and Wellness  
Office of Outreach and Engagement  
Director of Columbia Public Health  
1201 First Street 8<sup>th</sup> Floor  
Washington 2002  
202-200-1113  
dianarube@dcpho.org

Public

Veronica Riquilla  
Director of Education and Outreach Manager  
Department of Health  
and Human Services Administration  
800 North Capitol Street 8<sup>th</sup> Floor  
Washington 2002  
202-200-8008  
[veronica.riquilla@dcpho.org](mailto:veronica.riquilla@dcpho.org)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this Manual or in correspondence related to modification, extension or termination of this Manual and legal matters concerning this Manual or another transactions stemming from this Manual shall be furnished to these individuals in addition to the following:

Cott Paras  
General Counsel Director of Columbia Public Health  
1201 First Street 1<sup>st</sup> Floor  
Washington 2002  
Tel: 202-200-1118  
cottparas@dcpho.org

Benjamin  
General Counsel Director of Columbia Department of Health  
800 North Capitol Street  
Suite 100

as in 2022

**XIII. OTHER PROVISIONS**

**A. Entire Agreement**

This Memorandum contains the entire understanding of the Parties with respect to the matters contained herein and supersedes any and all other agreements between the parties relating to the matters contained herein, whether oral or written statements not specifically included in or incorporated or referenced herein shall be of no force or effect.

**B. Modification**

This Memorandum may only be amended by a written instrument signed by both parties.

**C. Severability**

This Memorandum shall be deemed severable and any provision of this Memorandum that violates any law, statute, rule or regulation of the District of Columbia or the United States or is otherwise invalid or unenforceable shall be deemed to be severed and shall not affect the enforceability of any other provision herein.

**D. Headings, Counterparts**

The headings in this Memorandum are for purposes of reference only and shall not limit or define the meaning of any provision herein. This Memorandum 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.

**E. No Joint Venture of Third party Beneficiaries**

Nothing contained in this Memorandum shall be deemed or construed by the Parties or any third party to create the relationship of a partner and a joint venture or an association between the parties, except as specifically stated herein. This Memorandum is made for the benefit of the Parties hereto and not for the benefit of any third party.

**F. Notice of Claims**

Each Party shall promptly inform the other Party of any information related to the provision of services under this Memorandum which could reasonably lead to a claim, demand or liability or against the other Party or the District or any third party.

The undersigned Parties have caused this Memorandum to be executed by their duly authorized signatories below.

**For the District of Columbia Public Schools:**

\_\_\_\_\_  
Manda Alexander  
Interim Chancellor

Date \_\_\_\_\_

**For the Department of Health**

\_\_\_\_\_  
Aundra Esitt  
Director

Date \_\_\_\_\_

**Approved for Legal Sufficiency**

\_\_\_\_\_  
Phillipus  
General Counsel  
Department of Health

Date \_\_\_\_\_

\_\_\_\_\_



## 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 Medstar-Georgetown Medical Center, dba / Medstar Georgetown University Hospital, Community Pediatrics Program (“Provider”), collectively referred to herein as the “Parties.” This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the health services described in Section IV below at certain DC Public Schools. This MOA shall be effective upon full execution of this MOA (“Effective Date”).

#### **I. Statement of Purpose**

This MOA sets forth the responsibilities and expectations of each Party regarding collaboration to improve the health and wellness of DCPS students enrolled at various schools agreed upon by both Parties. Operator provides services through its Kids Mobile Medical Clinic/Ronald McDonald Care Mobiles ®

#### **II. Term**

This MOA shall commence as of the Effective Date and shall continue for five (5) years thereafter or until terminated according to Section IX hereof, whichever occurs first.

#### **III. 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 must be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.

#### **IV. Scope of Service**

*DCPS agrees to:*

- a. Subject to Provider obtaining any necessary use agreements referenced in Section VI of this MOA, afford Provider the access to park mobile clinic on school property and provide health services described below. Additional space may be allocated in the school building with principal approval.
- b. Collaborate with principal designee to make arrangements for referrals to Provider where possible and to provide student passes to visit Provider. It is understood and agreed between the Parties that no student referrals are expected, bargained for or required under this MOA and no remuneration of any kind will be made for student referrals.
- c. Collaborate with principal designee to make arrangements for escorting students to mobile clinic or service site.
- d. Assist Provider with distributing consent forms to parents/guardians.

- e. Provide DCPS Emergency and Safety protocols to Provider, which can currently be accessed at: <http://esa.dc.gov/page/school-guides-and-protocols>.
- f. Ensure DCPS staff members continue to follow DCPS Emergency procedures for health-related emergencies that occur while Provider is on school premises; the participating schools will not rely on Provider staff to respond to these emergencies.

*The Provider agrees to:*

- a. Provide services to students enrolled at participating schools and families of students enrolled at participating schools.
- b. Ensure all health services are provided only by certified and licensed health professionals. Medical students and residents, however, may assist in providing care while acting under the direct supervision of certified and licensed health professionals on the Provider's staff, according to all applicable District laws and licensing requirements.
- c. Provide the following health and wellness services to students: check-ups, sick visits, physical exams, mental health referrals, STI evaluation and treatment, substance abuse referrals, routine immunizations, health education, tuberculosis screening, referrals to specialists, social service/advocacy, vision/audiology screenings, BMI screenings, and nutrition education and counseling.
- d. Ensure that health education provided to students aligns with DC Health Learning Standards.
- e. Obtain consent forms signed by parents/guardians of students under 18 years of age prior to providing health services unless consent for service is exempt under DC law. Parental consent for the provision of health services to minors is not required when providing mental health, substance abuse, pregnancy, and/or sexual health services.
- f. For vision screening services, ensure all student-level screening data is shared with the receiving student's school.
- g. When all necessary physical exams are completed for a particular student, ensure Universal Health Certificate is completed and provided to the student's school.

## **V. Background Checks**

Provider shall ensure that all of its employees, contractors, volunteers and other personnel providing services under this MOA ("Provider Personnel") submit to any background check 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.* (2011)) and any rules promulgated thereunder, including 6-B DCMR § 412, *et. seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-

background check are restricted from serving in positions affording such individuals unsupervised direct access to DCPS students receiving services under this MOA and that such persons at all time avoid unsupervised direct contact with such students.

#### **VI. Use Agreements**

Provider's authorization to access and use any DCPS facility space may be conditioned upon Provider first applying for and 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 issued by DGS Realty.

#### **VII. Donation Process**

DCPS considers the services provided by Provider under this MOA valuable to its authorized duties and responsibilities as a District of Columbia government agency. As such, in accordance with D.C. Official Code §1-329.01 and the District of Columbia Mayor's Memorandum #2015-001 (July 21, 2015), the services provided under this MOA must be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

#### **VIII. Compliance with Applicable Law.**

Provider shall comply with all applicable laws, rules and regulations related to its obligations under this MOA whether now in force or hereafter enacted or promulgated. 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 related to its operations.

#### **IX. Termination**

Either Party may terminate this MOA in whole or in part 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.

#### **X. 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, unless granted by a DCPS representative listed in Section XI of this MOA. Further, Provider shall not use the name 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 a manner which states or implies support for or an endorsement of Provider by DCPS. In addition, Provider shall at all times obtain prior written approval from a DCPS contact listed in Section XI of this MOA before it makes any statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

#### **XI. 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:**

Central Office Contact

Diana Bruce  
Director, Health and Wellness  
1200 First Street, NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
202-907-7342

Program Manager for Health Services  
1200 First Street, NE, 11<sup>th</sup> floor  
Washington DC 20002  
202-719-6555

**For Provider:**

Medical Director of Community Pediatrics  
MedStar Georgetown University Hospital  
3800 Reservoir Road NW, GGO11  
Washington DC, 20009  
202-444-8135

With a copy that shall not constitute Notice to:

MedStar Health, Inc. / Legal Department  
10980 Grantchester Way  
Columbia, MD 21044  
Attn: General Counsel

**XII. 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.

### **XIII. Assumption of Risk, Indemnification and Waiver**

Provider hereby agrees that all of its property, equipment, medical supplies and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at participating schools at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the participating school at the sole risk and hazard of Provider. Moreover, except in instances arising out of negligence or willful misconduct of DCPS, Provider hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, Operator's (including Provider's employees, agents or volunteers) use and occupancy of space at the School, and in the conduct of its operation of the Center at the School. It is expressly understood that the District of Columbia Government, its agencies, elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage while Operator is in, upon, or about, or entering or leaving the School at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except to the extent arising out of the negligence or intentional wrongful acts of the District of Columbia Government or its employees, agents or contractors. All claims therefore are hereby released to the District of Columbia Government, its agencies, 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.

### **XIV. Liability**

Provider shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by Provider and Provider Personnel pursuant to this MOA, with the exception of damages and claims resulting from the gross negligence or intentional misconduct of DCPS. DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Provider or Provider Personnel, or arising from any acts or omissions of Provider or Provider Personnel, in connection with the provision of services under this MOA.

### **XV. Insurance Requirements**

- a. GENERAL REQUIREMENTS. Provider at its sole expense shall procure and maintain, during the entire period of performance under this MOA, the types of insurance specified below. Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the point of contact referenced in Section XV.g of this MOA ("CO") giving evidence of the required coverage prior to commencing performance under this MOA. In no event shall any services be provided until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Provider shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this MOA, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of Provider or its subcontractors, and not the additional insured. The additional insured status under Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this MOA by Provider or its subcontractors, or anyone for whom Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider and subcontractors.

1. Commercial General Liability Insurance ("CGL") - Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of Provider, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - Provider shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by Provider, with minimum per accident limits equal to the greater of (i) the limits set forth in Provider's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - Provider shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the MOA is performed.

Employer's Liability Insurance - Provider shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - Provider shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Environmental Liability Insurance – Provider shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of Provider. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the MOA. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in Provider's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, Provider warrants that any retroactive date applicable to coverages under the policy precedes Provider's performance of any services under the MOA and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. Provider also must furnish to the CO certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by Provider for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of Provider's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
6. Sexual/Physical Abuse & Molestation - Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$15,000,000 per occurrence limits; \$15,000,000 aggregate of affirmative abuse and molestation

liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

7. Commercial Umbrella or Excess Liability -Provider shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in Provider's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
  8. Medical Professional Liability - Provider shall provide evidence satisfactory to the CO of a Medical Professional Liability policy with limits of not less than \$15,000,000 each incident and \$15,000,000 in the annual aggregate. The definition of insured shall include Provider and all Provider's employees and agents. The policy shall be either (1) written on an occurrence basis or (2) written on a claims-made basis. If the coverage is on a claims-made basis, Provider hereby agrees that prior to the expiration date of Provider's current insurance coverage, Provider shall purchase, at Provider's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the effective date of this MOA or unlimited tail coverage in the above stated amounts for all claims arising out of this MOA.
- b. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
  - c. DURATION. Provider shall carry all required insurance until all MOA services are accepted by the District of Columbia, and shall carry listed coverages for two years following completion of the services.
  - d. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS MOA.**
  - e. PROVIDER'S PROPERTY. Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
  - f. NOTIFICATION. Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment

of premium. Provider will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the MOA.

- g. **CERTIFICATES OF INSURANCE.** Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing services. Certificates of insurance must reference the corresponding MOA. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**Conchita Hudson-Hall**

**Deputy Chief, DCPS Office of Risk Management**

**(202) 907-8132**

**Conchita.Hudson-Hall@dc.gov**

The CO may request and Provider shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by Provider expires prior to completion of the MOA, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

**DISCLOSURE OF INFORMATION.** Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of services performed by Provider, its agents, employees, servants or subcontractors in the performance of this MOA.

- h. **CARRIER RATINGS.** All Provider's and its subcontractors' insurance required in connection with this MOA shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**XVI. Status of the Parties and Program Participants**

- a. Nothing in this MOA shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose. No Party shall have any authority to act for or bind the other Party in any way, or to represent that it has such authority.
- b. Provider Personnel are and shall remain employees of Provider for all purposes and shall not be deemed or considered employees or agents of DCPS.
- c. DCPS personnel participating in the services as set forth in this MOA are and shall remain employees of DCPS for all purposes and shall not be deemed or considered employees or agents of Provider.

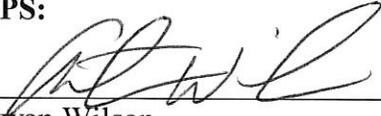
**XVII. Miscellaneous**

- 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, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes 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 this MOA.
- e. Non-Assignable Agreement. This MOA cannot be assigned by Provider.
- f. 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.
- g. 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.
- h. 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.

Executed this 26 day of January, 2018  in Washington, DC.

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

**DCPS:**

  
\_\_\_\_\_  
Antwan Wilson  
Chancellor

1/26/18  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereto have signed this MOA as of the day and year first written above.

Medstar Georgetown University Hospital:



Michael Sachtleban  
President



BBA

SLV  
Legal  
11/28/17

**Memorandum of Agreement between  
The District of Columbia Department of Health and  
District of Columbia Public Schools**

**I. INTRODUCTION**

This Memorandum of Agreement (Agreement) sets forth the responsibilities and expectations between the District of Columbia Public Schools (DCPS) and the District of Columbia Department of Health (DOH) in support of the School-Based Oral Health Program (Program), which provides oral health education and preventive dental care in the DCPS. This Agreement is intended to (1) increase access to preventive oral healthcare for low-income children by providing oral health education, screenings, dental examinations, radiographs (x-rays), prophylaxes (cleanings), fluoride varnish applications, dental sealants, and care referrals in a school-based setting; and (2) educate DCPS students regarding sound oral health habits and encourage them to seek “dental homes” for long-term comprehensive oral healthcare. The Program is intended to improve student performance by reducing physical discomfort and absenteeism. Overall, the Program will supplement the DCPS health education curriculum by reinforcing the importance of adopting strong oral healthcare habits to support “lifetime wellness.”

**II. TERM OF THE AGREEMENT**

The Agreement shall be for a period of five years from the date set forth above (the “Term”), unless terminated as provided for herein. The Parties may extend this Agreement for additional terms by written agreement signed by all Parties prior to the expiration of the Term or any subsequent term agreed to pursuant to this provision.

**III. STATEMENT OF PURPOSE**

The purpose of this Agreement is to establish the terms and conditions for the participation of DOH and DCPS in the Program. The Program is consistent with D.C. Law 6-66, The Student Health Care Act of 1985 and the May, 2014 Memorandum of Agreement between DCPS, DOH, and the Department of Health Care Finance (DHCF) to share data and target resources (Appendix A). DOH and DCPS seek to improve the oral health of all children attending DCPS. This Agreement is a collaborative effort between District agencies committed to improving the overall health and education of the District's residents.

**IV. PROGRAM OVERVIEW**

Oral health is an important component of overall wellness. According to the Surgeon General's Report on Oral Health in American (2000), pediatric dental disease is a “silent epidemic.” The prevalence of dental caries (cavities) among children is estimated at eight times that of asthma. Hormonal changes observed during late childhood and adolescence modifies the

immunological response to dental plaque, leaving individuals susceptible to long-term gum tissue destruction. Untreated oral health conditions typically cause pain that may impede learning and contribute to psychological distress. Mobile or missing teeth may interfere with speech, resulting in impaired academic performance. Severely decayed or missing teeth may also compromise esthetics, leading to psychological distress and impaired socialization. Additionally, untreated oral health conditions may result in infections that spread to the brain, heart, and other organ systems.

Many children go without dental care because of the cost, accessibility and availability of services. Often, parents are not aware of basic oral hygiene practices that can reduce the occurrence of caries and other oral conditions. The Program seeks to augment DCPS's health education curriculum, enhance utilization of preventive oral health services, enhance lifetime oral health awareness, and reduce the prevalence of dental conditions among children in the DCPS. The Program will work in tandem with the DCPS administration to provide parents and guardians with information regarding health promotion and good oral health practices. The Program will also incorporate an ongoing feedback process to ensure continuous improvement in the delivery of the services supported by this Agreement.

Additionally, the "dental home" concept will be a key component of the Program's outreach efforts. The Program will provide DCPS students who are either covered by Medicaid or otherwise determined to be qualified for Medicaid with preventive oral health services, including exams/screenings, prophylaxes, fluoride treatments, dental sealants, and oral health education. However, the Program will not offer non-preventive services, such as restorations and extractions. All children and parents/guardians will be encouraged to establish a relationship with a Medicaid-credentialed oral health provider in the community. Children requiring advanced services, such as restorations or extractions, will be given provider referrals to facilitate continuity of care.

The Program will be made available at individual school sites to be designated by DCPS for a specified period until services are provided to all eligible students who present their school with a consent form signed by a parent(s) and/or legal guardian(s).

The Program will strive to achieve the following goals:

1. Increase oral health awareness: The Program is designed to 1) increase oral health awareness among school personnel and parents; and 2) provide direct oral health education to an increasing number of elementary, middle, and high school students.
2. Enhance access to routine screenings and referrals: The Program will provide access to no-cost screenings and referrals for eligible elementary, middle, and high school students.
3. Enhance access to preventive services: During each school year, eligible DCPS students will have access to oral health examinations, oral radiographs, dental prophylaxes, fluoride varnish applications, and dental sealants.

4. Increase utilization of “dental homes” for comprehensive oral healthcare: Given that the Program has a limited focus, students will be encouraged to establish a relationship with a community-based oral healthcare provider for ongoing care. This is a key health norm encouraged by the DOH, as well as national health organizations.

## **V. SCOPE OF SERVICES**

The scope of services is outlined below:

### **A. RESPONSIBILITIES OF DCPS**

DCPS shall be responsible for the following:

1. Identifying, in conjunction with the DOH, DCPS sites for the Program. Schools will be prioritized based on submission rates of oral health assessment forms and Medicaid claims history of dental services, where applicable.
2. Providing access to students at a designated location in each identified school for the purpose of receiving the oral health services specified in this Agreement.
3. Assisting in coordinating space availability in each school identified for participation in the Program.
4. Distributing the oral health consent forms and collecting the signed consent forms.
5. Placing a copy of the signed consent form and the treatment form in each student's school record.
6. Ensuring that all necessary DCPS staff are notified of this Agreement, including administrators at identified centers.
7. Ensuring that the DOH contractors have adequate space/facilities within each identified school to provide oral health services on-site.
8. Work with DOH and DCHCF to determine which students are qualified to participate in the program.

### **B. RESPONSIBILITIES OF DOH**

DOH shall be responsible for:

1. Developing formal contractual agreements to supply DCPS schools with teams of licensed oral health professionals (“Oral Health Contracts”) and providing copies of such agreements to DCPS, the current versions of which are attached as Appendix B. DOH shall provide any amendments, modifications or newly executed Oral Health Contracts to DCPS.