

X. Tuition

In accordance with 5-A DCMR § 2401.3, participating DCPS students and families shall not be held responsible for the cost of tuition for Program courses. Prior to entering into the Agreement related to the program, the Parties will determine the number of DCPS students that will be enrolled each school year, which will impact the overall Program cost.

XI. Data Collection and Sharing

a. FERPA

Both Parties will access, use, restrict, safeguard, and dispose of all confidential information, including education records, related to this MOA in accordance with the Family Educational Rights and Privacy Act (FERPA) and all other applicable local and federal privacy statutes, regulations, and policies at all times. It is anticipated that DCPS will share education records with Bard College under a future agreement concerning operation of the Program according to the "school official" exception outlined in 34 CFR § 99.31(a)(1). For any other sharing of education records that is not authorized by this exception or another exception to the FERPA written consent requirement, participating students will be asked to sign a FERPA waiver authorizing disclosure of such educational records to Bard College.

b. Student Information Systems

The Program agrees to use DCPS or OSSE-required student information systems for the collection of student data and to facilitate the transfer of required student data elements to DCPS Central Office and to the Office of the State Superintendent of Education (OSSE).

DCPS student information systems include, at a minimum:

- Aspen (enrollment, attendance, scheduling, market entry)
- Student Behavior Tracker (behavior)
- ELlevation (English learners)
- SEDS (OSSE-maintained system of record for individual education plans)

Relevant staff must be trained in the applicable student information systems.

c. Reporting, Requirements, and Requests

Bard College and the Program shall comply, timely, with all federal DC and DCPS data reporting requirements and requests.

XII. Laws and Regulations

Bard College shall operate in compliance with all applicable laws, rules and regulations, including all federal and DC laws and regulations, related to the Program and its obligations under this MOA whether now in force or hereafter enacted or promulgated. In addition, Bard College shall at all times maintain any District of Columbia or federal license, registration or certification or accreditation it is legally required to obtain to provide the services referenced in this MOA, and provide a copy of such documentation to DCPS upon request. Bard College shall ensure that at no time during the term of this

MOA it owes the District of Columbia Government more than \$100 in outstanding fines, penalties, past due taxes or interest.

Bard College shall comply with all federal and DC laws and regulations prohibiting discrimination, 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, and will not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, disability, immigration status, or any other designation set forth in any of the above statutes. This applies to all educational programs, extra-curricular activities, and personnel.

XIII. Location and Facilities

During the course of the planning period and no later than January 2019, DCPS and Bard will work to identify a location in Ward 7 or Ward 8 to house the Program for School Year 19-20. Co-locating the Program is an appropriate option considered during the first three years of operation, with the ultimate goal of securing a permanent facility no later than the fourth year of operation.

DC Public schools is responsible for cleaning, maintaining, and ensuring all aspects of the space are in good operating condition and that the facility is appropriate for an early college high school program. DC Public schools shall notify Bard College of any renovation or capital improvement planning and will make reasonable efforts to incorporate Bard Colleges' recommendations in to the updated specification for the space.

XIV. DCPS Field Trip and Media Consent Requirements

The Parties agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to any Program field trips, as well as any required media consent forms for the use of student images and recordings in the Program prior to the start of the Program.

XV. Liability

Bard College shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by Bard College and Bard College employees or volunteers ("Bard Personnel") pursuant to this MOA. DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Bard College or Bard Personnel, or arising from any acts or omissions of Bard College or Bard Personnel, in connection with the provision of services under this MOA or the Program, with the exception of any such damages incurred solely due to the gross negligence or willful misconduct of DCPS.

XVI. Insurance

The Parties agree to negotiate at a later date Bard College's required insurance coverage types, conditions, and minimums that will be in effect during Bard College's management and operation of the school and memorialized in the program operating agreement.

XVII. Assumption of Risk, Indemnification and Waiver

Bard College 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 Bard College. Moreover, Bard College hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers ("Protected Entities"), against and from all penalties, claims, actions, damages, liabilities, injuries, losses and costs (including reasonable attorneys' fees) of every nature resulting from, or in connection with, (i) Bard College's (including Bard Personnel's) use and occupancy of DCPS property in connection with this MOA or (ii) Bard College's (including Bard Personnel's) acts or omissions in conducting Program activities, in each case ((i) and (ii)) with the exception of any such penalties, claims, actions, damages, liabilities, injuries, losses and costs solely resulting from DCPS' gross negligence or willful misconduct. It is expressly understood that the Protected Entities shall not be liable to Bard College for any accident, injury, loss, or damage while Bard College 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, with the exception of any accident, injury, loss, or damage solely resulting from DCPS' gross negligence or willful misconduct, and all non-exempted claims are hereby released to the Protected Entities, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Bard College's covenants, obligations, and liabilities under this section shall survive the expiration or earlier termination of this MOA.

XVIII. Anti-Deficiency Considerations

DCPS' 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; (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. 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' 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

XIX. Publicity

Bard College shall not use the logo for DCPS, the District of Columbia government, or any other District of Columbia government agency in any way including, but not limited to, in any statement, promotional materials (including on Bard College's website), or other published materials. In addition, Bard College shall not use the name of DCPS, the District of Columbia government, or any other District of Columbia agency in any statement, promotional materials (including on Bard College's website) or in any published materials in a manner which states or implies support for or an endorsement of Bard College by DCPS. Further, Bard College shall at all times obtain prior written approval from the DCPS contact referenced in Section XIX 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.

DCPS shall not use the logo for Bard College, the Bard Early Colleges, or any other Bard College entity in any way including, but not limited to, in any statement, promotional materials (including on the DCPS website), or other published materials unless with the consent of Bard and in connection with the Bard High School Early College DC. Further, DCPS shall at all times obtain prior written approval from the Bard College contact referenced in Section XIX 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.

XX. Notices and Contact Persons

Any inquires 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:

Melissa Kim, Deputy Chancellor, Social, Emotional, & Academic Development
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, DC 20002
 Phone: (202) 442-5885
 Fax: (202) 442-5026

To Bard College:

Stephen Tremaine
 Bard High School Early College Queens,
 30-20 Thomson Avenue,
 Long Island City, NY, 11101.

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:

Counsel for DCPS:
 Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, DC 20002
 Tel: (202) 442-5000
 Fax: (202) 442-5098

Counsel for Bard College:
 Ben Iselin
 McGuireWoods LLP,
 1345 Avenue of the Americas, 7th Floor,
 New York, NY 10105

XXI. MOA Funding

Certain goods and services provided by Bard College under this initial planning MOA may be funded by the District of Columbia Public Education Fund ("DCPEF") if and to the extent mutually agreed in separate written agreement between Bard College and DCPEF. Notwithstanding any other provision of this MOA, no specific funding commitment by or on behalf of DCPS or DCPEF shall be associated with the formation of any of the obligations under this MOA or any future MOA between Bard College and DCPS, and nothing in this MOA shall be deemed to obligate DCPS or DCPEF to pay any amounts under this or future agreements. Bard College acknowledges that funding to carry out certain goods and services provided under this MOA may be furnished by DCPEF. The Parties acknowledge and agree that DCPS shall be under no obligation to provide funding to or to pay for any of the goods and services provided under this MOA or any other goods or services related to planning, management and operation of the Early College High School. The Parties acknowledge and agree that DCPEF is not a party to this Agreement and shall have no responsibility or liability hereunder.

To the extent any goods and services provided under this MOA have not been paid for separately by DCPEF, Bard College acknowledges that DCPS considers such goods and services 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), any such goods and services provided by Bard College 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.

XXII. Status of the Parties and Program Participants

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. Personnel from one Party participating in the Program are and shall remain employees or agents of that Party, and shall not be deemed or considered employees or agents of the other Party.

XXIII. Term and Renewal

This MOA has a six-month term commencing as of the last date of signing by the Parties below.

Either Party may terminate this MOA without cause upon sixty (60) days' prior written notice to the other.

XXIV. Operating Memorandum of Agreement

During the course of the planning period, DCPS and Bard College will work together to reach agreement on a multi-year agreement regarding the operations of the Program, provided adequate funding is identified to pay for such services.

XXV. Confidentiality

- a. For the purpose of this agreement Confidential Information shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. Oral information shall be recorded in writing by the Party disclosing it within fifteen (15) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential.
- b. For the purpose of this agreement the “Recipient” shall mean the Party receiving the Confidential Information disclosed by the other Party.
- c. Each Party intends to disclose Confidential Information to the other Party in support of Program activities for the planning period (hereinafter referred to as the “Purpose”). Nothing in this MOA shall be regarded as compelling a Party to disclose any Confidential Information.
- d. The Recipient shall:
- undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party, except in accordance with this MOA, and not to make it available to the public or accessible in any way, except with the prior written consent of the Party disclosing it; and
 - undertake to use the Confidential Information solely for the Purpose of this MOA and not to make any other use, whether commercial or non-commercial, without the prior written consent of the Party disclosing it.
- e. The confidentiality obligations specified in this section shall not apply in the following cases:
- the Confidential Information was known to the Recipient prior to the time of its receipt pursuant to this MOA otherwise than as a result of the Recipient’s breach of any legal obligation; or
 - the Confidential Information is in the public domain at the time of disclosure by the Party to the Recipient or thereafter enters the public domain without any breach of the terms of this MOA; or
 - the Confidential Information becomes known to the Recipient through disclosure by sources, other than the Party disclosing it, having the legal right to disclose such Confidential Information; or
 - the Recipient proves the Confidential Information has been developed independently by its employees, who had no access to any of the Confidential Information disclosed by the Party disclosing it to the Recipient.
- f. The Recipient shall limit and control any copies and reproductions of the Confidential Information. The Recipient shall return all records or copies of the Confidential Information at the request of the other Party and at the latest on termination of this MOA. This shall not apply to Confidential Information or copies thereof which must be stored by the Recipient according to mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

- g. The Recipient undertakes to disclose the Confidential Information only to its employees who reasonably need to receive the Confidential Information for the Purpose of this MOA.
- h. All Confidential Information shall remain the exclusive property of each Party as well as all patent, copyright, trade secret, trade mark and other intellectual property rights therein. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

XXVI. 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 earlier termination of this MOA shall remain in force notwithstanding the expiration or earlier 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 Bard College.

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.

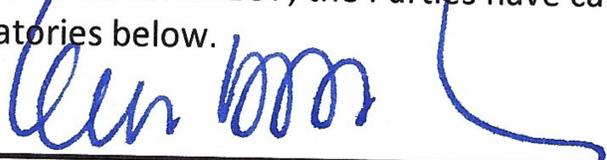
h. Applicable Law

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.



12/21/18

Leon Botstein, President
Bard College

Date



12/20/18

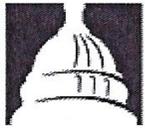
Amanda Alexander, Interim Chancellor
District of Columbia Public Schools

Date

The first part of the paper is devoted to a study of the
 properties of the \mathcal{L} -operator. It is shown that
 the operator \mathcal{L} is self-adjoint and
 positive definite. The eigenvalues of \mathcal{L}
 are real and non-negative. The eigenfunctions of
 \mathcal{L} form a complete orthonormal system
 in the space $L^2(\Omega)$.

In the second part of the paper, the problem of
 the existence and uniqueness of the solution of the
 boundary value problem for the Laplace equation is
 considered. It is shown that the problem has a
 unique solution in the class of functions
 satisfying the given boundary conditions.

The third part of the paper is devoted to a study
 of the properties of the Green's function of the
 Laplace equation. It is shown that the Green's
 function is symmetric and positive definite. The
 Green's function is used to solve the boundary
 value problem for the Laplace equation.



Abstract of Correspondence

TO: Amanda Alexander
FROM: SDCI, Juliana Herman
DATE: 12/18/18
SUBJECT: Bard Planning Period MOA

1. Summary of Key Points (Brief):

DCPS is partnering with Bard College to open an academically rigorous high school early college program in Ward 7 or 8. The plan is to open the school in School Year 2019-2020 with 9th grade cohort and a small 11th grade cohort. The remaining grades will be phased in.

During School Year 2018-2019, DCPS and Bard are working together to launch the new school. The work during this planning period as well as core aspects of the DCPS-Bard partnership are laid out in a Planning Period MOA. Subsequent to this MOA, DCPS and Bard will enter in to an Operating MOA that will govern the structure, terms, and conditions for operating the school. The Planning Period MOA covers:

- Brad College Management,
- Degree & Diploma,
- Academics, Curriculum, Student Support & School Organization,
- Assessments, Grades, & Promotions,
- Admissions & Enrollment,
- School Leader & Staff,
- Governance & Performance-Based Accountability,
- Location & Facilities,
- Budget,
- Legal and Regulatory Compliance,
- Special Education & English Learners,
- Discipline,
- Data: Systems, Collection, Reporting, and Sharing, and
- Other provisions

2. Special Concerns: N/A

3. Action Required: Signature

4. Contact Person: Juliana Herman, Phone: 202.436.2145



Clearance

	Prepared by	Cleared by Chief	Cleared by OSS	Cleared by OTC	Cleared by OGC
Name and Office	Juliana Herman, SDCI	Eugene Pinkard, SDCI	Shawn Stover, OSS	Julie Johnson, OTC	Scott Barash, OGC
Initials and Date	JBH 12-19-18	 12-19-18	 12-19-18	 12/19/18	 12/19/18

Chancellor's Action:

Approved
 Disapproved
 Modify
 Discuss

Remarks:

Chancellor's Signature

12/20/18

Date

200
2.11.11

#7532

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

± Q-705586

ABSTRACT OF CORRESPONDENCE

2018 APR 10 PM 4:35
THE OFFICE OF THE
GENERAL COUNSEL

TO: Amanda Alexander
Interim Chancellor

FROM: Nancy Wright

DATE: April 6, 2018

SUBJECT: University of Michigan Teacher Effectiveness Prediction Project

1. Summary of Key Points (Brief): This is an agreement with the University of Michigan to continue a project whereby they analyze DCPS data to determine how to predict the success of DCPS teachers.

2. Special Concerns: None

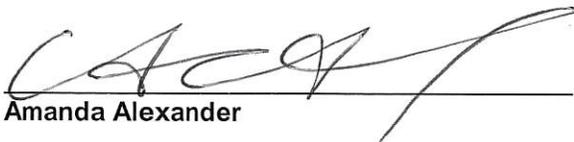
3. Action Required: Chancellor Signature

4. Contact Person: Nancy Wright, Office of Talent and Culture Phone: (202) 480-3137

5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:


Amanda Alexander

4/20/18
Date

CLEARANCE:

		CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & DIVISION (TYPED)		Julie Johnson, Office of Talent and Culture	Scott Barash, Office of the General Counsel		
INITIAL & DATE		JJ 4/10/18	by JO 4/18/18		

PLEASE SEND A FULLY EXECUTED COPY OF THE DOCUMENT TO OGC

18-VFA02392

**SERVICES AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
AND
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
FOR THE Teacher Effectiveness Predictive Modeling PROJECT**

This Services Agreement ("**Agreement**") sets forth the responsibilities and expectations of the District of Columbia Public Schools ("**DCPS**") and the Regents of the University of Michigan ("**Michigan**" or "**Organization**") for the provision of services by Michigan to DCPS in support of the **Teacher Effectiveness Predictive Modeling** Project (the "**Project**"), a project designed to enhance the predictiveness of DCPS' teacher selection process. DCPS and Organization are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Organization has substantial experience working on teacher predictive modeling projects; and

WHEREAS, the Parties share a strong belief in the value of predictive modeling and a commitment to seeing improvements made to the DCPS model; and

WHEREAS, the Parties believe that investing time and resources into measuring the most important aspects of the selection process is vital to enhancing the quality of incoming teachers.

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. TERM

This Agreement 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 three years after the Effective Date (the "**Term**"). The Parties may renew this Agreement for up to two (2) 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.

II. RESPONSIBILITIES

A. DCPS agrees to assume the following duties and responsibilities in support of the Project:

1. *Provide Organization with Application Data* - Michigan is requesting all of the information that was collected as part of the 2016 - 2019 DCPS teacher selection system, including informative teacher identifiers such as names and SSNs which will be used to link this information to other DCPS data. This includes responses to the initial application questions, essay analysis, Knowledge of Mathematics for Teaching assessment (if taken by the applicant), interview, and practice teacher lesson. For each score (i.e., essay analysis, interview, and practice teacher lesson) Michigan requests a unique, random identifier that allows DCPS to group applicants scored by the same individual. Finally, Michigan requests information on the hiring principal, including variables such as age, race, educational background, prior teaching experience in DCPS and prior experience as a principal in DCPS and in the current school. Michigan would also continue to access all information shared on the 2011 and 2012 selection seasons, per the Agreement executed on 7/25/2012, as well as all information shared on the 2013, 2014, and 2015 selection seasons, per the Agreement executed on 3/3/2015.
2. *Provide Organization with Teacher Outcome Measures* - For the 2016-2017, 2017-2018, and 2018-2019 school years: date hired for all new-to-DCPS teachers, hiring pipeline for all new-to-DCPS teachers (e.g., TeachDC, Principal Referral, Teach For America, DC Teaching Fellows, Internal DCPS Educator/ Excessed Teacher), school, grade and subject taught, teacher absences (separately by date and type- e.g., sick leave, unexcused absence, personal day, etc.); IMPACT evaluation (both the overall score as well as all individual components of the score), original or "raw" teacher value-added and supervisor evaluations. This data will include informative teacher identifiers such as names and SSNs that will allow one to link this data to the application data described above. Michigan would also continue to access all information shared on the 2011 and 2012 selection seasons, per the Agreement executed on 7/25/2012, as well as data from 2013-2016, per the Agreement executed on 3/3/2015.
 - a. *Notes on Data Sources*-In the 2011 selection season, DCPS stored what we are calling "Application Data" primarily in the KeySurvey (WorldAPP) system. Additional error analysis data were stored in Google documents maintained by the recruitment and selection team. Different "TeacherOutcome

Measures" are stored in several different systems. Michigan is requesting data from Quickbase applications (IMPACT, ePSI), from PeopleSoft, from the data system that tracks teacher absences, and from the final value-added spreadsheets that Mathematica prepares for the IMPACT team. In later selection seasons, starting in 2012, selection data will be retrieved from TSHO (Talent, Strategy, Onboarding, Hiring tool), the Salesforce applicant database for DCPS.

B. Organization agrees to assume the following duties and responsibilities in support of the Project:

1. Collect and analyze data related to measures that predict teacher effectiveness and share findings with DCPS in order to inform decision making with regard to teacher selection model and to pilot an initiative that focuses on profiling difference in candidate performance to impact hiring decisions. Specifically, this will involve gathering information on aspects of DCPS' current teacher selection process, including behavioral interview scores, mini lesson scores (when applicable), application data and audition scores. Next, these scores will be combined with IMPACT data to determine which aspects of the teacher selection process hold the highest predictiveness with respect to teacher performance. Organization recognizes that all materials produced by it for DCPS pursuant to the Project shall be considered the property of DCPS.
2. Notify DCPS in the event of a breach of any measures to keep confidential the data received pursuant to this Agreement. Michigan will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform DCPS of such efforts. Nothing in this Agreement shall be construed to allow Michigan to maintain, use, disclose, or share data received pursuant to this Agreement in a manner prohibited by any federal or District of Columbia laws or regulations.
3. Ensure that all affiliated personnel, contractors and agents participating in the Project, submit to all background checks required by DCPS, including a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder. Organization shall also ensure that all affiliated personnel, contractors and volunteers who have not submitted to a DCPS required background check, will be restricted from having unsupervised access to DCPS students while participating in the Project.

4. That for purposes of this Project and for ensuring Organization's compliance with the terms of this Agreement and all applicable local and federal laws, Organization shall appoint Brian Jacob to act as Temporary Custodian of the data received by Michigan pursuant to this Agreement and be the contact person for all matters related to this Agreement. Organization will promptly notify DCPS of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of completion of the Project, destruction of DCPS data and certification of that destruction. DCPS or its agents may upon request review the log or other records required to be kept by Organization under this Agreement.
5. To use data shared under the Agreement for no purpose other than the Project described in this Agreement. Nothing in the Agreement shall be construed to authorize Michigan to have access to DCPS data beyond that included in the scope of the Agreement, or to permit access to such data by entities other than the Parties. Michigan further agrees not to share data received under the Agreement with any other entity, except as identified in the Project and permitted by this Agreement and applicable law. Michigan understands that the Agreement does not convey ownership of DCPS data to Michigan.
6. To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Michigan shall require all contractors and agents of any kind participating in the Project to comply with the Agreement as provided in relevant Michigan and DCPS policies (DCPS confidentiality policies are attached as Attachment A), and all applicable laws with respect to the data and information shared under the Agreement. Nothing in this section authorizes Michigan to share data and information provided under the Agreement with any individual or entity that has not signed a confidentiality agreement for any purpose.
7. Michigan will not disclose data provided to it under the Agreement in any manner that could identify any individual, school or DCPS to any entity other than DCPS, or authorized employees, contractors, and agents affiliated with Michigan and who are working on the Project. Michigan and persons participating in the Project on behalf of Michigan shall neither disclose nor otherwise release data and reports relating to an individual or school, nor disclose information relating to a group

or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary Project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual or school.

8. To not provide any data obtained under this Agreement to any entity or person ineligible to receive such data.
9. Upon termination of the Agreement or the Project, to return all data files and hard copy records transferred pursuant to the Agreement to DCPS and purge any copies of such data from all computer systems housing such data. Michigan agrees to require all affiliated employees, contractors, or agents of any kind working on the Project to comply with this provision. No entity is authorized to continue using the data obtained under this Agreement upon termination of this Agreement and the Project described herein. Michigan will destroy all data obtained under this Agreement and amendments to it when no longer needed for the Project. Nothing in this Agreement authorizes Michigan to maintain data beyond the time period needed to complete the Project.
10. Although Organization has the right, consistent with scientific standards, to publish, present, or use the study results from the Project, it may only do so if the publication, presentation or use does not permit personal identification of DCPS students (or their parents) or DCPS personnel by individuals. In order to protect the confidentiality of previously identified confidential information disclosed to Michigan, Michigan agrees to provide to DCPS any proposed publications or presentations which are to make public any findings, data, or results of the Project for DCPS's review, comment, and opportunity to request the removal of any materials which permit personal identification of DCPS students (or their parents) or DCPS personnel at least sixty (60) days prior to submission of a manuscript or abstract for publication or the date of the presentation.
11. To provide DCPS with all reports and other documents produced by it in connection with the Project upon request.
12. To provide DCPS with one electronic copy and at least one paper copy of the data files, codebooks and the computer code/instrument used to create data analysis files and perform analyses for the Project under a non-exclusive license for DCPS' s non-commercial internal use. DCPS agrees to keep these files for at least seven years.

III. COMPLIANCE WITH APPLICABLE LAW

Organization shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. In addition, Organization shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this Agreement. Organization shall ensure that at no time during the term of this Agreement it owes the District of Columbia Government (the "District") more than \$100 in outstanding fines, penalties, past due taxes or interest.

IV. LIABILITY

To the extent permitted by Michigan law, Organization shall be solely liable for all services provided by Organization and Organization Personnel pursuant to this Agreement, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Organization or Organization Personnel arising from any acts or omissions in connection with the provision of such services or the Project, with the exception of any such damages arising from DCPS' gross negligence or intentional misconduct.

V. FUNDING AND DONATION

No specific capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this Agreement. All funding necessary to carry out the Project shall be furnished by Organization. DCPS shall be under no obligation to provide funding to Organization. In addition, Organization acknowledges that all services provided under this Agreement are being freely donated to DCPS and the District with no expectation of receiving anything in return by way of a separate donation agreement between the parties and the District that was executed as of 7/29/2012 (the "Donation Agreement").

VI. NON-DISCRIMINATION

Organization shall not discriminate against anyone participating in the Project either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.

VII. ANTI-DEFICIENCY CONSIDERATIONS

DCPS's 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, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been

expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this Agreement 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 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. CONFIDENTIALITY AND ACCESS TO RECORDS

The Parties will access, use, restrict, safeguard and dispose of all information related to this agreement in accordance with all relevant federal and local statutes, regulations and policies.

Organization shall share with DCPS all Project data, including all employee specific data used in the Project. Organization will submit all requests for DCPS data to the DCPS Office of Talent and Culture ("OTC") and will follow all procedures established by OTC for such requests.

IX. PUBLICITY

Organization shall not use the logo of DCPS, the District or any District agency in any statement, promotional materials (including on Organization's website) or in any published materials, and shall not use the name of DCPS, the District or any District agency in any statement, promotional materials (including on Organization's website) or in any published materials in a manner which states or implies support or an endorsement of Organization by DCPS. In addition, Organization shall at all times obtain prior written approval from the DCPS contact referenced in Section XI of this Agreement before it makes any statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this Agreement except as otherwise provided in Subsection II.B. 10, above. The restrictions on statements and promotional/public materials in the previous sentence do not apply to statements and/or materials that state the existence of the Agreement, the identity of the parties, or the nature and scope of the project.

X. TERMINATION

DCPS may immediately terminate this Agreement 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. Either Party may terminate this Agreement in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XI. NOTICES AND CONTACT PERSONS

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

TO DCPS:

Brooke Amos
Office of Talent and Culture
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
Brooke.Amos@dc.gov

TO Organization:

Attn: Maggie Swift
Office Research and Sponsored Projects
University of Michigan
3003 S. State St., Rm, 1020
First Floor- Wolverine Tower
Ann Arbor, MI 48109-1274
magnolia@umich.edu

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

General Counsel
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
Tel: (202) 442-5000
Fax: (202) 442-5098

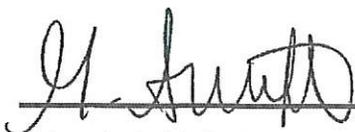
Brian Jacob
Walter H. Annenberg Professor of Education Policy
Weill Hall
735 S. State St. #5318
Ann Arbor, MI 48109-3091
bajacob@umich.edu

XII. MISCELLANEOUS

- A. Modifications. This Agreement may only be amended or modified by a written instrument signed by both Parties.

- B. Severability. If any provision of this Agreement 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 Agreement, including any applicable exhibits and the Donation Agreement executed on 7/29/2012, 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 Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of the Agreement.
- E. Other Relationships or Obligations. This Agreement shall not affect any pre-existing or independent relationships or obligations between the Parties.
- F. Non-Assignable Agreement. This Agreement cannot be assigned by Organization.
- G. Headings; Counterparts. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- H. Applicable Law. Intentionally left blank.
- I. Authority of the Parties. By executing this Agreement, each Party represents to the other that it is authorized to enter into this Agreement and that the person executing this Agreement on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized signatories below.



Maggie Swift, Project Representative
The Regents of the University of Michigan

4/5/18

Date



Dr. Amanda Alexander, Interim Chancellor
District of Columbia Public Schools

4/20/18
Date

Student Program Master Affiliation Agreement

This Student Program Master Affiliation Agreement (this "Agreement") is made between the George Washington University ("GW"), a congressionally chartered non-profit corporation located in the District of Columbia, on behalf of its Graduate School of Education and Human Development ("GSEHD"), and the District of Columbia Public Schools ("DCPS"), a local education agency serving students residing in the District of Columbia, on behalf of various DCPS schools and DCPS administrative offices that elect to participate in one or more of the Programs ("Participating Schools" or "DCPS Offices") (each, a "Party," and together, the "Parties").

WHEREAS, GW offers undergraduate and Master's level programs that require enrolled students ("Student(s)") to participate in structured observations, teaching experiences, and/or field experiences (collectively the "Programs");

WHEREAS, DCPS and Participating Schools have the ability to provide such observations, teaching opportunities, and/or field experiences to Students; and

WHEREAS, the Parties recognize the mutual benefit of student observations, teaching experiences, and field experiences undertaken as part of the Programs.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

I. Programs

The Parties agree to collaborate on the various Programs attached to this Agreement as Exhibits. All Programs shall be subject to this Agreement. The Parties agree to add, delete, or modify Exhibits in writing as Program offerings or requirements change.

II. Responsibilities of DCPS and Participating Schools

- a) Selection of Participating Schools/DCPS Offices. DCPS will select Participating Schools/DCPS Offices for each of the Programs at its sole discretion. GW agrees that it will not contact any non-participating DCPS schools or DCPS administrative offices regarding future participation in any of the Programs without the approval of the DCPS point of contact referenced in Section IV.P. DCPS' approval of additional Participating Schools/DCPS Offices does not require modification of this Agreement.
- b) General. DCPS agrees to accept Students, upon provision of final approval of the proposed students mentioned in Section III.A, for the purpose of providing a planned, supervised program of observation, teaching experiences, and field experiences at its facilities.
- c) Training and Policies. DCPS shall be responsible for providing Students with prior notice of its guidelines, expectations, and policies that relate to the activities of Students while at Participating School/DCPS Office facilities.
- d) Liaison/Staffing. DCPS will designate teachers in appropriately matched content areas, or administrative personnel in assigned DCPS Offices, to support Students ("DCPS Staff"). The DCPS Staff will serve as the main points of contact between the Participating Schools and GW and to coordinate Student's observations, teaching, and field experiences in the

Programs. DCPS will designate a point of contact in its central office in order to facilitate the entry of Students into Participating Schools, including helping Students obtain necessary DCPS background checks. This point of contact is referenced in Section IV.P.

- e) Facilities. DCPS shall arrange for Students to have access to such facilities as are available and reasonably necessary for the activities of Students under this Agreement.
- f) Student Behavior/Termination. DCPS shall immediately notify GSEHD by email and/or telephone, if any Student engages in inappropriate behavior at the Participating School's/DCPS Office's facilities, or whose performance is unsatisfactory. DCPS agrees to work with GW and with the Student to attempt to remedy and/or correct the problem with the Student before the termination of any Student, unless DCPS determines that immediate termination is necessary.
- g) Emergency Health Care. DCPS shall provide Students with access to emergency care during the time such students are assigned to the Participating Schools'/DCPS Offices' facilities. DCPS shall notify GW if a Student develops an illness or is involved in an accident while at his or her assigned Participating School's/DCPS Office's facilities. The Parties agree that Student shall bear the cost of all emergency services rendered.

III. Responsibilities of GW

- a) General. University shall retain full responsibility for the planning, implementation, and execution of Programs, including programming, administration, curriculum, content, grading and requirements for matriculation, promotion and graduation. GW shall place Students at Participating Schools/DCPS Offices, subject to each Participating School's/DCPS Office's final approval regarding which Students will be placed at each Participating School/DCPS Office and how many Students will be placed with each DCPS Staff member.
- b) Liaison / Staffing. GW will designate full-time staff in appropriately matched content areas to support Students ("GW Staff"). The GW Staff will serve as the main points of contact between the Participating Schools and GW and to coordinate Student's observations, teaching, and field experiences in the Programs. In addition to GW Staff, GW will also designate one to two (1-2) enrolled doctoral student(s) in its Curriculum and Instruction program to provide Students participating in the GW Teach Program (see Exhibit A) with observational feedback and to assist with lesson planning. For purposes of Section IV.D only of this Agreement, the term "Students" will include such enrolled doctoral students in its definition.
- c) Background Checks. GW will require all of its participating Students 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). GW shall also require that all participating Students 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 all Programs and that such GW Students at all times avoid unsupervised direct contact with DCPS' students.
- d) Mentor Compensation. All honorariums associated with the services described in this Agreement must be donated to the District of Columbia Government through the donation

review process administered by the District Office of Partnerships and Grant Services (OPGS).

- e) Assignment of Students. GW shall, upon mutual agreement with DCPS, provide to each Participating School/DCPS Office (i) the number of Students and (ii) the schedule of assignments for observations and teaching and field experiences.
- f) Student Expectations. GW will emphasize with Students that they must support and maintain the mission and objectives of the Participating Schools/DCPS Offices by treating their observation, teaching, and field experiences as a job with respect to being on time, absences, and work ethic at their Participating School's/DCPS Office's facility. GW will also require that Students behave in a professional manner during their observations, teaching, and field experiences. The Parties agree that Students are ultimately responsible for maintaining an open line of communication with the Participating Schools/DCPS Offices to ensure that updated information, schedules and opportunities are being shared.

IV. General Provisions

- a) Term and Termination. This Agreement shall commence on the date of final signature and shall continue in effect for a period of three (3) years ("Initial Term"). At the conclusion of the Initial Term, this Agreement may be renewed for a two (2) year additional period upon mutual written agreement of the Parties. The Parties may terminate this Agreement for any reason upon sixty (60) days written notice. Unless otherwise agreed by the Parties, Students assigned to the Participating Schools/DCPS Offices shall be permitted to complete their volunteer service pursuant to the terms and conditions of this Agreement.
- b) School Field Trip and Media Consent Requirements. GW and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to any Program field trips, as well as any required media consent forms for the use of Student images and recordings in any Programs prior to the start of the Program.
- c) Compliance with Applicable Law. GW shall comply with all applicable laws, rules and regulations related to its obligations under this Agreement whether now in force or hereafter enacted or promulgated. In addition, GW 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. To its knowledge, GW owes the District government no more than \$100 in outstanding fines, penalties, past due taxes or interest as of the date of this Agreement. GW shall promptly work to resolve any outstanding fines, penalties, past due taxes or interest owed to the District government should such liabilities arise during the Term of this Agreement.
- d) Liability. GW shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by GW and Students pursuant to this Agreement, with the exception of any such claims caused by the intentional misconduct or gross negligence of any DCPS personnel. DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by GW or Students, or arising from any acts or omissions of GW or Students, in connection with the provision of services under this Agreement.
- e) Insurance.

1. **GENERAL REQUIREMENTS.** GW shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. GW 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 Agreement. 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, 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. GW shall require all of its subcontractors to carry the same insurance required herein.

All required policies except Professional Liability 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 GW maintains 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 GW and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- i. Commercial General Liability Insurance. GW 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. 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. GW shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Agreement.
- ii. Automobile Liability Insurance. GW shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Agreement. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- iii. Umbrella or Excess Liability Insurance. GW 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. All liability coverages must be scheduled under the umbrella.
- iv. Professional Liability Insurance (Errors & Omissions). GW 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 Agreement. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

- v. Sexual/Physical Abuse & Molestation. GW shall provide evidence satisfactory to DCPSC 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.

2. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under GW policy provided that:

- i. The additional insured is a Named Insured under such other insurance; and
- ii. 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.

3. **DURATION.** GW shall carry all required insurance until all work is accepted by the District, and shall carry the required coverages for five (5) years following final acceptance of the work performed under this Agreement.

4. **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 GW'S LIABILITY UNDER THIS AGREEMENT.**

5. **NOTIFICATION.** GW shall require 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. GW shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium. GW will also provide DCPS with an updated Certificate of Insurance should his insurance coverages renew during the Agreement.

6. **CERTIFICATES OF INSURANCE.** GW 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:

Conchita Hudson-Hall
Deputy Chief, DCPS Office of Risk Management
(202) 907-8132
Conchita.Hudson-Hall@dc.gov

7. **DISCLOSURE OF INFORMATION.** GW agrees that the District of Columbia Government 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 GW, its agents, employees, servants or subcontractors in the performance of this Agreement.

- f) Assumption of Risk and Waiver. GW hereby agrees that all of its property and activities of any kind or nature related to this Agreement, upon or about the designated space it utilizes on

DCPS property at any time during the term of this Agreement, or any renewal or extension hereof, shall be in, upon or about such property at the sole risk and hazard of GW. 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 GW for any accident, injury, loss or damage related to this Agreement while GW is in, upon, or about, or entering or leaving DCPS property at any time during the term of this Agreement or any renewal or extension hereof, 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. GW's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this Agreement. The foregoing obligation shall not extend to situations where the claim arises from gross negligence or fault of DCPS. Each Party shall be responsible for its own costs, damages, claims, liabilities or judgments, which arise as a result of the negligence or intentional wrongdoing of its employees or other agents.

- g) **Status of the Parties.** The Parties agree that no Student participating in the Programs shall be considered an employee, agent, contractor, or representative of DCPS for any purpose including, but not limited to, workers compensation, employee benefits, salary, and professional liability, with the exception of any participating Student who is already employed by DCPS at the time of his or her acceptance into the Program ("Employee Students"). For purposes of clarification, this Agreement does not confer any additional employee rights or benefits to Employee Students beyond what they already receive as a result of their employment with DCPS including, but not limited to, workers compensation, employee benefits, salary, leave, or other benefits or forms of compensation. The Parties further agree that no employee or agent of DCPS shall be considered an employee, agent, contractor, or representative of GW for any purpose including, but not limited to, workers compensation, employee benefits, salary, and professional liability, with the exception of any Employee Student, solely for purposes of liability for claims arising from that Employee Student's conduct undertaken pursuant to his or her participation in the Program. The Parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the Parties, but is, rather an agreement by and among independent parties.
- h) **Indemnity and Hold Harmless.** GW shall defend, indemnify and hold DCPS, its officers, agents, trustees and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this section shall survive the termination of this Agreement.
- i) **Nondiscrimination.** The Parties agree that neither shall discriminate against anyone participating in the Programs either directly or indirectly on the basis of race, color, religion, sex, national origin, age, disability, veteran's status or sexual orientation, 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.
- j) **Funding.** No specific capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this Agreement. All funding necessary to carry

out the Programs shall be furnished by GW or its sponsors. DCPS shall be under no obligation to provide funding or payment to GW.

- k) Anti-Deficiency Considerations. 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; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, 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.
- l) Confidentiality and Access to Education Records. The Parties will access, use, restrict, safeguard and dispose of all confidential information, including education records, related to this Agreement in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

GW is required to provide an institutional service or function on behalf of DCPS under this Agreement. GW's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information ("PII") from education records to GW and DCPS has determined GW has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), GW acknowledges that (i) it has been outsourced an institutional service or function of DCPS under this Agreement; (ii) it is considered a "school official" for purposes of providing such institutional service or function of DCPS under this Agreement; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this Agreement; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this Agreement. According to 34 CFR § 99.33(a), GW must (1) not disclose any PII it may have access to under this Agreement without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) require that all GW students or personnel receiving PII under this Agreement only use such information for purpose of providing an institutional service or function on behalf of DCPS.

GW shall share with DCPS all Program data, including all DCPS student specific data it is authorized to share for those DCPS students participating in Programs. GW will submit any requests for education records or other DCPS data to the DCPS Office of the Chief of Schools ("OCS") and will follow all procedures established by OCS for such requests.

- m) Publicity. The Parties shall not use any logo of the other Party in any way including, but not limited to, in any statement, promotional materials (including on a website) or other published materials. In addition, the Parties shall not use the other Party's name in any statement, promotional materials (including on a website) or in any published materials in a manner which states or implies support for or an endorsement. Furthermore, the Parties shall at all times obtain prior written approval from the other Party's contact referenced in Section IV.P of this Agreement, or in the applicable Program Exhibit, before it makes any public

- s) **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the District of Columbia. The Parties further agree that any action to enforce or construe any provision of this Agreement may be brought only in the District of Columbia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.

- t) **Entire Agreement.** This Agreement, including all attached Exhibits which are hereby incorporated into the Agreement, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement supersedes any previous agreements entered into between the Parties relating to any of the Programs.

[signatures follow on the next page]

IN WITNESS WHEREOF, GW and DCPS hereto have signed this Agreement effective as of the date set forth above.

For THE GEORGE WASHINGTON UNIVERSITY

By: **Michael J. Feuer** Digitally signed by Michael J. Feuer
DN: cn=Michael J. Feuer, o, ou,
email=holland@gwu.edu, c=US
Date: 2018.09.28 09:22:53 -0400 Date: _____
Michael J. Feuer
Dean, Graduate School of Education and Human Development

For DCPS

By: _____ Date: _____
Amanda Alexander
Interim Chancellor, District of Columbia Public Schools

EXHIBIT A – GWTeach

Program Expectations

Students will be supervised at all times by their Mentors, Master Teachers, and Facilitators (as defined below) and will not have direct, unsupervised access to any DCPS students during any GWTeach Program.

I. Step 1

- A. **Student Assignments.** During GWTeach’s “Step 1: Inquiry Approaches to Teaching,” Students will be matched with a Mentor in pairs. Mentors may be assigned up to six (6) Students during a given GW semester.
- B. **Classroom Requirements.** Each Student is required to complete five (5) elementary classroom experiences at a Participating School. Each classroom experience will last for one (1) regular class period. Two (2) of the required classroom experiences are observations and three (3) are teaching experiences.
 - 1) During the observations, Students have the opportunity to observe Mentors teaching math or science demonstration lessons. Students reflect on each of these classroom observations by answering questions with their Master Teacher within one (1) week after each observation.
 - 2) During the teaching experiences, Students choose three (3) existing science and math lessons and develop the lessons further for the specific classes they will teach at a Participating School. Students submit drafts of their lesson plans electronically to their Master Teacher who will provide suggestions for improvement or redevelopment. Students provide final copies of their lesson plans to their Mentor who may also provide suggestions to improve or redevelop the lesson plan. A Mentor observes the lessons being taught and provides a final written evaluation to each Student.

II. Step 2

- A. **Student Assignments.** During GWTeach’s “Step 2: Inquiry Based Lesson Design,” Students will be matched with a Mentor. Mentors may be assigned up to six (6) Students.
- B. **Classroom Requirements.** Each Student is required to complete four (4) middle school classroom experiences at a Participating School. Each classroom experience will last for at least one (1) regular class period. One (1) of the required classroom experiences is an observation and three (3) are teaching experiences.
 - 1) During the observation, Students have the opportunity to observe Mentors teaching math or science demonstration lessons. Students later reflect on the classroom observation by answering questions with their Master Teacher within one (1) week after the observation.
 - 2) During the teaching experiences, Mentors provide Students with science or math lesson topics and performance objectives that are connected to the Mentor’s then current teaching curriculum. Students will use the Mentor’s lesson topics and

performance objectives to develop three (3) lessons to teach specific classes at a Participating School. Students submit drafts of their lesson plans electronically to their Master Teacher who will provide suggestions for improvement or redevelopment. Students provide final copies of their lesson plans to their Mentor, who may also provide suggestions to improve or redevelop the lesson plan. A Mentor observes the lessons being taught and provides a final written evaluation to each Student.

III. Classroom Interactions

- A. Student Assignments. During GWTeach's "Classroom Interactions" course, Students will be matched with a Mentor. Mentors may be assigned up to six (6) Students.
- B. Classroom Requirements. Each Student is required to complete six (6) high school classroom experiences at a Participating School. Each classroom experience will last for one (1) regular class period. Three (3) of the required classroom experiences are observations. The other three (3) required classroom experiences involve teaching, both as one (1) single-day experience and one (1) sequential two-day experience.
- 1) During the observations, Students have the opportunity to observe Mentors teaching math or science demonstration lessons. Students later reflect on the classroom observations by answering questions with their Master Teacher within one (1) week after each observation.
 - 2) During the teaching experiences, Mentors provide Students with science or math lesson topics and performance objectives that are connected to the Mentor's then current teaching curriculum. Students will use the Mentor's lesson topics and performance objectives to develop a themed lesson set, in which Students will plan and align three (3) lessons to teach specific classes at a Participating School. The themed lesson set will allow Students to plan instructionally-solid and sequential lessons that either reinforce or preview topics to be covered by the Mentor. Students submit drafts of their lesson plans electronically to their Master Teacher who will provide suggestions for improvement or redevelopment. Students provide final copies of their themed lesson set to their Mentor who may also provide suggestions to improve or redevelop the lesson plans. A Mentor observes the lessons being taught and provides a final written evaluation to each Student.
- C. Videotaping Requirements. The three (3) teaching classroom experiences required by this Program are videotaped by GW, to be reviewed for instructional purposes only by the participating Student and his or her Master Teacher. GW agrees that it will obtain permission from the parent or guardian of any student, or permission from the student him or herself if the student has reached eighteen (18) years of age, prior to capturing any image, voice, or other personally identifiable likeness of such student on any teaching experience recording. GW agrees that such recordings shall only be used for instructional purposes of the particular participating Student whose classroom experience is contained on the recording, and that all such recordings shall be destroyed immediately following the conclusion of the participating Student's Program experience.

IV. Project Based Instruction