

- A. Student Assignments. During GWTeach's "Project Based Instruction" 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 two (2) regular class periods. One (1) of the required classroom experiences is an observation. The other five (5) required classroom experiences involve teaching sequentially.
- 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 a project based lesson set, in which Students will plan and align five (5) lessons to teach specific classes at a Participating School. The project based lesson set will allow Students to plan instructionally-solid and sequential lessons that address new topics. 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 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 five (5) 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.

V. *Apprentice Teaching*

- A. Student Assignments. During GWTeach's "Apprentice Teaching" course, Students will be matched with a Mentor. Mentors may be assigned up to two (2) Students.
- B. Classroom Requirements. Each Student is required to complete a thirteen- (13-) week internship in a middle school or high school setting. Students will report to a Participating School weekly for at least twenty-five (25) hours. During the first week of the internship, Students will observe their assigned Mentor and become familiar with a Participating School's procedures and routines. Students will be responsible for teaching the equivalent of two (2) ninety- (90-) minute block classes each day over twelve (12) weeks. Students will spend the remainder of their daily time at the Participating School observing their Mentor and planning lessons.

- 1) During the observation week, Students have the opportunity to observe Mentors teaching model math or science lessons. Students will reflect on their observations and use this experience as a basis for planning and implementing the lessons that they will teach.
- 2) During the teaching experiences, Mentors provide Students with science or math teaching curriculum to which Students will design and align their lessons. Students submit lesson plan outlines to their Master Teacher and Mentor who will both provide suggestions for improvement. The Mentor is encouraged to remain in the classroom as often as possible while the Student is teaching and provide regular informal feedback. The Mentor will formally observe two (2) lessons being taught by the Student and provide written feedback to the Student.
- 3) Students will be observed by a Facilitator who will conduct ten (10) formal observations of the Student on a once per week basis. Such observations must be scheduled with the Participating School in advance.
- 4) Students will be observed by a Master Teacher who will conduct two (2) formal observations of the Student. Such observations must be scheduled with the Participating School in advance.
- 5) Any of the above referenced observations of Students participating in this Program may also include one or more Curriculum or Instructional Doctoral Students who, in collaboration with the Student's mentor, will assist Students with lesson planning and provide observation feedback.

- C. Videotaping Requirements. The ten (10) Facilitator-observed 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 and Facilitator. 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.

Liaison and Staffing

Mentors: DCPS will designate math or science teachers to serve as mentors to Students. The Mentors will serve as the main points of contact between the Participating Schools and GW and to coordinate Student's observation and teaching experiences. All first-time Mentors are required to complete a GW-sponsored training session prior to serving as a Mentor.

Master Teachers: GW will designate three (3) full-time employees to serve as GWTeach master teachers. Master Teachers shall serve as instructors for GWTeach courses that require Students to participate in observations and teaching experiences at Participating Schools. Master Teachers agree to maintain contact with Participating Schools' Mentors during the Student observation and teaching experiences to

discuss Student progress and to provide assistance in tracking all Student work hours. Master Teachers shall also maintain contact with Students throughout the GWTeach observation and teaching experiences to discuss concerns, ideas and other issues.

Facilitator: GW will designate one (1) full-time employee to serve as a Facilitator only during the Apprentice Teaching internship. The Facilitator shall serve as an expert in science and/or mathematics teaching. The Facilitator will provide feedback to Students based on observations of the Student's classroom teaching and provide documentation of the observations and Student progress to GW.

Curriculum and Instruction Doctoral Students: GW will designate one to two (1-2) enrolled doctoral student(s) in its Curriculum and Instruction program to provide Students with observational feedback and to assist with lesson planning. The designated doctoral student(s) shall assist in collaboration with a Mentor.

Honorariums

Non-Apprentice Teaching Mentors: GW will donate to each Participating School an honorarium of one hundred dollars (\$100.00) for each Student a non-Apprentice Teaching Mentor from that Participating School is assigned in a single GW semester. A non-Apprentice Teaching Mentor shall not be assigned more than six (6) Students, and each Participating School will not receive an honorarium of more than six hundred dollars (\$600.00) per participating non-Apprentice Teaching Mentor in a single GW semester.

Apprentice Teaching Mentors: GW will donate to each Participating School an honorarium of five hundred dollars (\$500.00) for each Student an Apprentice Teaching Mentor from that Participating School is assigned in a single GW semester. An Apprentice Teaching Mentor shall not be assigned more than two (2) Students, and each Participating School will not receive an honorarium of more than one thousand dollars (\$1,000.00) per participating Apprentice Teaching Mentor in a single GW semester.

First-Time Mentors: GW will donate to each Participating School a one-time honorarium of fifty dollars (\$50.00) per Mentor from that Participating School to attend the GW-sponsored training session that shall occur before a Mentor begins to work with any Students.

GSEHD Program Contacts

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EXHIBIT B – Elementary Education

Program Expectations

Students will be supervised at all times by their Cooperating Teachers and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the Elementary Education Program.

- A. **Student Placements.** During the Program's course entitled "CPED 6635: Professional Internship in Elementary Education," each Student will be matched with a Cooperating Teacher. Cooperating Teachers will only be assigned one (1) intern to supervise during an internship experience. Students will intern with a Cooperating Teacher for the duration of GW's fall or spring semester. Each Student will also be matched with a GW Supervisor.
- B. **Fall Semester Requirements.** A Student's fall internship placement should provide the opportunity to apply, through Cooperating Teacher supervision at a Participating School, the theories and methods of instruction taught by GW. The Student's individual experience should be planned in consultations between the Cooperating Teacher and GW Supervisor, and aligned to a Participating School's required curriculum.
 - 1) Students are required to intern at a Participating School for seven (7) consecutive weeks, four (4) days per week, Monday to Thursday, from 8:00 am to 2:00 pm.
 - 2) Each Student must complete a minimum of two (2) appointed, formal observations. These observations are attended by both the Cooperating Teacher and the GW Supervisor. A third observation may also be scheduled at the discretion of the Cooperating Teacher, GW Supervisor, and the Student.
 - 3) A conference between the Student, Cooperating Teacher, and GW Supervisor must be scheduled at the end of the placement to discuss the Student's performance.
- C. **Spring Semester Requirements.** A Student's spring internship placement should provide the opportunity for Students to develop their teaching competency through a set of incremental instructional experiences. The Student's individual experience should be planned in consultations between the Cooperating Teacher and GW Supervisor, and aligned to a Participating School's required curriculum.
 - 1) Students are required to intern at a Participating School for sixteen (16) consecutive weeks, five (5) days per week, Monday to Friday, from 8:00 am to 4:00 pm.
 - 2) Each Student must complete a minimum of six (6) appointed, formal observations. These observations are attended by both the Cooperating Teacher and the GW Supervisor.

- 3) A conference between the Student, Cooperating Teacher, and GW Supervisor must be scheduled at mid-semester and at the end of the placement to discuss the Student's performance.

Liaison and Staffing

Cooperating Teachers: Participating Schools will designate teachers to serve as Cooperating Teachers to Students. The Cooperating Teacher will help Students to satisfy the Program Expectations by working with the GW Supervisor and must be the 'teacher of record' in the classrooms where Students are placed. The Cooperating Teacher will serve as the main point of contact with GW and coordinate the Student's internship experiences. All first-time Cooperating Teachers are required to attend a GW-sponsored orientation session prior to serving as a Cooperating Teacher. GW will coordinate all orientation sessions with the Participating Schools.

DCPS will strive to provide Cooperating Teachers with a minimum of three (3) years of teaching experience, and who are recommended by their Participating School's principal as an appropriate role model for a Student. Throughout the Program, each Cooperating Teacher shall provide structured supervision of their assigned students, which will include the following aspects when appropriate:

- goal-setting and planning the internship experience with the Student;
- providing a basic orientation to a Participating School's policy and procedures;
- acquainting the Student with the needs of the students in the classroom, curriculum, and plans for instruction;
- providing time for planning lessons with the Student;
- observing the Student and giving weekly feedback;
- fostering the Student's professional development through positive supportive mentoring and self-evaluation; and
- providing assessments of the Student's progress in collaboration with the GW Supervisor.

GW Supervisors: GW will match each Student with a university-based faculty member to serve as their supervisor. GW Supervisors shall serve as a main point of contact between GW and a Participating School. GW Supervisors will maintain contact with Cooperating Teachers during the Student's internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the Program's internship experiences to discuss concerns, ideas, and other issues. GW Supervisors will conduct formal observations of the Student's teaching and professional practices at a Participating School. GW Supervisors are also responsible for collecting and synthesizing assessment data that is used in the final evaluation of the Student's progress and abilities, as evidenced by collected performance data. All data collected pursuant to this paragraph shall be in accordance with Section III(1) of the Agreement. GW understands and acknowledges that while it may collect DCPS student PII for purposes of evaluating the performance of its participating Students, it may not further disclose such PII without the consent of the affected parent or adult student, including any such disclosure in any published report regarding Student performance, regardless of the report's intended audience.

Honorarium

Cooperating Teachers: GW will donate to Participating Schools an honorarium of fifty dollars (\$50.00) for each Student a Cooperating Teacher at that Participating School is assigned in a GW fall semester and eighty dollars (\$80.00) for each Student a Cooperating Teacher at that Participating School is assigned in a GW spring semester.

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EXHIBIT C – Interdisciplinary Secondary Transitions Services

Program Expectations

Students will be supervised at all times by their Site Supervisors and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the Interdisciplinary Secondary Transitions Services Program.

- A. **Student Placements.** As a part of the Program course entitled “SPED 6995: School and Community Based Internship,” Students will complete a supervised internship at a Participating School or with a DCPS Central Office division. The internship placements should allow Students to participate in delivery of a Participating School’s or DCPS Central Office’s services and programs related to career, vocational, and transition services. The internship must be completed during a GW semester, as noted below, unless the Parties mutually agree in writing upon an alternate schedule.
- 1) During a fall, spring or summer GW semester, Students are required to intern at a Participating School or DCPS Central Office division for one hundred and fifty (150) hours.
 - 2) Students are required to intern at a Participating School or DCPS Central Office division for twelve (12) consecutive weeks for twelve and a half (12.5) hours per week.
- B. **Supervisory Requirements.** GW will match each Student intern with a Site Supervisor and a GW Supervisor.
- 1) Site Supervisors are expected to provide direct supervision to Students throughout their internship placement.
 - 2) GW Supervisors will provide active Student supervision through in-person or online consultations with Students and Site Supervisors. Each placement requires a minimum of two (2) consultations between the Student, the Site Supervisor, and the GW Supervisor.
 - 3) Site Supervisors will provide the GW Supervisor an interim (mid-semester) and final (end-of-semester) written evaluation of Student’s activities.
 - 4) A three-way conference between the Student, Site Supervisor and GW Supervisor should be scheduled at the end of the internship.

Liaison and Staffing

Site Supervisors: Participating Schools will designate a supervisor for each Student intern. The Site Supervisor will serve as the main point of contact between a Participating School and the GW Supervisor to coordinate the Student’s internship experience. The Site Supervisors are expected to provide supervision to Students throughout their internship placement.

GW Supervisors: GW will match each Student with a faculty or staff member to serve as their supervisor. The GW Supervisor is the official representative of GW who serves as a liaison and main

point of contact between GW, the Site Supervisor, and a Participating School. GW Supervisors will maintain regular contact with Site Supervisors during the internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the internship experiences to discuss concerns, ideas, and other issues. The GW Supervisor assumes overall responsibility for the academic supervision of Students with respect to fulfilling GW Program requirements.

GSEHD Program Contact

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EXHIBIT D – Educational Leadership & Administration

Program Expectations

Students will be supervised at all times by their Site Supervisors and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the Educational Leadership & Administration Program.

- A. **Student Placements.** As a part of the Program course entitled “EDUC 6287: Administration Internship,” students will complete a supervised internship at a Participating School or DCPS Central Office division. Prior to DCPS accepting a student into the internship component of the Program, GW will notify DCPS of which course the Student is enrolled in, so that DCPS may be able to structure an appropriate field experience. The internship placements should allow Students to deliver a Participating School’s or DCPS Central Office division’s services and programs. The internship must be completed during a GW semester, as noted below, unless the Parties mutually agree in writing upon an alternate schedule.

- B. **Internship Requirements.** A Student’s internship placement should provide both varied and significant opportunities to experience and participate in activities related to education administration and leadership through a meaningful practicum experience. Students are required to intern at a Participating School or DCPS Central Office division for a minimum of one hundred seventy-five (175) hours.

- C. **Supervisory Requirements.** GW will match each Student intern with a Site Supervisor and a GW Supervisor.
 - 1) Site Supervisors are expected to provide direct guidance and supervision to Students throughout their internship placement and verify Student hours.
 - 2) GW Supervisors will provide active Student supervision through consultations with Students and Site Supervisors.
 - 3) Internship Site Supervisors will provide the GW Supervisor an interim (mid-semester) consultation and final (end-of-semester) written evaluation of Student’s activities.

Liaison and Staffing

Site Supervisors: Participating Schools will designate a supervisor for each Student intern. The Site Supervisor will serve as the main point of contact between a Participating School and the GW Supervisor to coordinate the Student’s internship experience. The Site Supervisors are expected to provide supervision to Students throughout their internship placement.

GW Supervisors: GW will match each Student with a faculty member to serve as their supervisor. The GW Supervisor is the official representative of GW who serves as a liaison and main point of contact between GW, the Site Supervisor, and a Participating School. GW Supervisors will maintain regular contact with Site Supervisors during the internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the internship experiences to discuss

concerns, ideas, and other issues. The GW Supervisor assumes overall responsibility for the academic supervision of Students with respect to fulfilling GW Program requirements.

GSEHD Program Contact

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**EXHIBIT E – Teaching Children with Emotional and Behavioral Disorders (“CEBD”) and
Secondary Special Education (“SSE”)**

Program Expectations

Students will be supervised at all times by their Cooperating Teachers and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the CEBD and/or SSE Programs.

- A. **Student Placements.** As a part of the CEBD Program courses entitled “SPED 6990: Internship in Teaching Children with Emotional and Behavioral Disabilities: Assistant Teacher,” and “SPED 6991: Internship in Teaching Children with Emotional and Behavioral Disabilities: Co-Teacher” or the SSE Program courses entitled “SPED 6992: Behavior Management Practicum: Adolescents with Disabilities” and “SPED 6996: Teaching Internship in Transition Special Education,” Students will complete a supervised paraeducator internship at a Participating School. Prior to DCPS accepting a student into the internship component of the Program, GW will notify DCPS of which course(s) the Student is enrolled in, so that DCPS may be able to structure an appropriate field experience. The internship placements should allow Students the opportunity to be considered for hire as full-time permanent paraeducators for DCPS during the internship component of the Program, and to teach students with identified learning disabilities and/or emotional and behavioral disabilities. Should DCPS hire any Students as a paraeducator during the Program, the Student will fulfill the Program’s internship requirements while working as a paraeducator in the same classrooms for which they are hired by DCPS to work as a paraeducator. Nothing in the Agreement or this Exhibit E requires DCPS to hire all or any of the Students as a paraeducator during, or at the completion of, a Student’s participation in the Program. The internship must be completed during GW’s entire academic school year, as noted below, unless the Parties mutually agree in writing upon an alternate schedule.
- 1) Students are required to intern at a Participating School for GW’s entire academic school year, not including any Participating School’s extended school year session.
 - 2) Students will be observed in their role as student teachers by GW Supervisors a minimum of six (6) times during each semester. All observations must be scheduled with Participating School in advance.
- B. **Supervisory Requirements.** In collaboration with GW, Participating Schools will match each Student intern with a Cooperating Teacher. Additionally, GW will match each student with a GW Supervisor.
- 1) Cooperating Teachers are expected to provide direct supervision to Students throughout their internship placement.
 - 2) GW Supervisors will provide active Student supervision through direct teaching observation for a minimum of six (6) times during each semester. Each placement requires a minimum of two (2) consultations between the Student, the Cooperating Teacher, and the GW Supervisor.

- 3) Cooperating Teachers will provide the GW Supervisor with a monthly written evaluation of Student's activities using the GW provided form "Cooperating Teacher Report."

Liaison and Staffing

Cooperating Teachers: Participating Schools will designate a supervisor for each Student intern. Cooperating Teachers must be certified in special education and have taught for at least two school years. Placements, or any change in placement locations, will be at the sole discretion of Participating Schools after consultation with GW. The Cooperating Teacher is expected to provide supervision to Students throughout their internship placement.

GW Supervisors: GW will match each Student with a faculty or staff member to serve as their supervisor. The GW Supervisor is the official representative of GW who serves as a liaison and main point of contact between GW, the Cooperating Teacher, and a Participating School. GW Supervisors will maintain regular contact with Cooperating Teachers during the internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the internship experiences to discuss concerns, ideas, and other issues. The GW Supervisor assumes overall responsibility for the academic supervision of Students with respect to fulfilling GW Program requirements.

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EXHIBIT F: Secondary Education

Program Expectations

Students will be supervised at all times by their Cooperating Teachers and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the Secondary Education Program.

- A. **Student Placements.** During the Program's course entitled "CPED 6532/6534: Professional Internship in Secondary/Middle School Education," each Student will be matched with a Cooperating Teacher. Cooperating Teachers will only be assigned one (1) intern to supervise during the internship experience. In some circumstances, there is also the opportunity for the Student to work with more than one Cooperating Teacher if the Participating School, GW Supervisor, and Cooperating Teachers deem this appropriate. Because Students are being prepared in a secondary licensure area, Students have the option to intern with the same Cooperating Teacher for the duration of GW's spring semester or to split their spring semester placement into two eight-week sessions (one in a middle school and one in a high school). Each Student will also be matched with a GW Supervisor.

- B. **Fall Semester Requirements.** A Student's fall school-based placement should provide the opportunity to observe and apply, through Cooperating Teacher supervision at Participating School, the theories and methods of instruction taught at GW. The Student's individual experience should be planned in consultation with the Cooperating Teacher and GW faculty, and aligned to a Participating School's required curriculum. As a part of this fall school-based experience, Students are required to complete the following:
 - 1) A minimum of thirty (30) hours of field experience in their Participating School, scheduled in consultation with the Cooperating Teacher.
 - 2) Plan and teach at least one (1) content area lesson with the support of the Cooperating Teacher.

- C. **Spring Semester Requirements.** A Student's spring internship placement should provide the opportunity for Students to develop their teaching competency through a set of incremental instructional experiences. The Student's individual experience should be planned in consultations between the Cooperating Teacher and GW Supervisor, and aligned to a Participating School's required curriculum.
 - 1) Students are required to intern at a Participating School for sixteen (16) consecutive weeks, five (5) days per week, Monday to Friday following the hours of the Participating School. If students are completing two eight (8) week placements, Students are required to intern for eight (8) consecutive weeks, five (5) days per week, Monday to Friday following the hours of the Participating School. The second eight (8) week placement follows these same guidelines.
 - 2) Each Student must complete a minimum of six (6) appointed, formal observations. These observations are attended by both the Cooperating Teacher and the GW Supervisor.

- 3) A conference between the Student, Cooperating Teacher, and GW Supervisor must be scheduled at mid-semester and at the end of the placement to discuss the Student's performance.

Liaison and Staffing

Cooperating Teachers: Participating Schools will designate teachers to serve as Cooperating Teachers to Students. The Cooperating Teacher will help Students to satisfy the Program Expectations by working with the GW Supervisor and must be the 'teacher of record' in the classrooms where Students are placed. The Cooperating Teacher will serve as the main point of contact with GW and coordinate the Student's internship experiences. All first-time Cooperating Teachers are required to attend a GW-sponsored orientation session prior to serving as a Cooperating Teacher. GW will coordinate all orientation sessions with the Participating Schools.

DCPS will strive to provide Cooperating Teachers with a minimum of three (3) years of teaching experience, and who are recommended by their Participating School's principal as an appropriate role model for a Student. Throughout the Program, each Cooperating Teacher shall provide structured supervision of their assigned students, which will include the following aspects when appropriate:

- goal-setting and planning the internship experience with the Student;
- providing a basic orientation to a Participating School's policy and procedures;
- acquainting the Student with the needs of the students in the classroom, curriculum, and plans for instruction;
- providing time for planning lessons with the Student;
- observing the Student and giving weekly feedback;
- fostering the Student's professional development through positive supportive mentoring and self-evaluation; and
- providing assessments of the Student's progress in collaboration with the GW Supervisor.

GW Supervisors: GW will match each Student with a university-based faculty member to serve as their supervisor. GW Supervisors shall serve as a main point of contact between GW and a Participating School. GW Supervisors will maintain contact with Cooperating Teachers during the Student's internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the Program's internship experiences to discuss concerns, ideas, and other issues. GW Supervisors will conduct formal observations of the Student's teaching and professional practices at a Participating School. GW Supervisors are also responsible for collecting and synthesizing assessment data that is used in the final evaluation of the Student's progress and abilities, as evidenced by collected performance data. All data collected pursuant to this paragraph shall be in accordance with Section III(1) of the Agreement. GW understands and acknowledges that while it may collect DCPS student PII for purposes of evaluating the performance of its participating Students, it may not further disclose such PII without the consent of the affected parent or adult student, including any such disclosure in any published report regarding Student performance, regardless of the report's intended audience.

Honorarium

Cooperating Teachers: GW will donate to Participating Schools an honorarium of eighty dollars (\$80.00) for each Student a Cooperating Teacher at that Participating School is assigned in a GW spring semester.

GSEHD Program Contact

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Exhibit G – Special Education for Culturally and Linguistically Diverse Learners (“SECLDL”)

Program Expectations

Students will be supervised at all times by their Site Supervisor and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the SECLDL Program.

- A. **Student Placements.** During the Program’s course entitled “SPED 6997: Internship in Teaching Culturally and Linguistically Diverse Students with Disabilities,” each Student will be matched with a Site Supervisor. Site Supervisors will only be assigned one (1) intern to supervise during an internship experience. Students will intern with a Site Supervisor for the duration of GW’s fall or spring semester. Each Student will also be matched with a GW Supervisor.
- B. **Internship Requirements.** A Student’s internship placement should provide the opportunity to apply, through Site Supervisor supervision at a Participating School, the theories and methods of instruction tailored to culturally and linguistically diverse learners. The Student’s individual experience should be planned in consultations between the Site Supervisor and GW Supervisor, and aligned to the Participating School’s required curriculum.
 - 1) Students are required to intern at a Participating School for one (1) semester, Fall or Spring, three to five (3-5) days per week, Monday to Friday, from 8:00 am to 3:00 pm, for a total of no less than 560 hours.
 - 2) Each Student must complete a minimum of six (6) appointed, formal observations. These observations are attended by either the Site Supervisor or the GW Supervisor. Additional observations may also be scheduled at the discretion of the Site Supervisor, GW Supervisor, and the Student.

Liaison and Staffing

Site Supervisors. Participating Schools will designate a Site Supervisor for each Student intern. The Site Supervisor will help Students to satisfy the Program Expectations by working with the GW Supervisor and must be the ‘teacher of record’ in the classroom where Students are placed. The Site Supervisor will serve as the main point of contact with GW and coordinate the Student’s internship experiences.

DCPS will strive to provide Site Supervisors with a minimum of three (3) years of teaching experience, and who are recommended by their Participating School’s principal as an appropriate role model for a Student. Throughout the Program, each Site Supervisor shall provide structured supervision of their assigned students, which will include the following aspects when appropriate:

- goal-setting and planning the internship experience with the Student;
- providing a basic orientation to a Participating School’s policy and procedures;
- acquainting the Student with the needs of the students in the classroom, curriculum, and plans for instruction;
- providing time for planning lessons with the Student;
- observing the Student and giving weekly feedback;

- fostering the Student's professional development through positive supportive mentoring and self-evaluation; and
- providing assessments of the Student's progress in collaboration with the GW Supervisor.

GW Supervisors. GW will match each Student with a faculty member to serve as their supervisor. The GW Supervisor is the official representative of GW who serves as a liaison and main point of contact between GW, the Site Supervisor, and a Participating School. GW Supervisors will maintain regular contact with Site Supervisors during the internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the internship experiences to discuss concerns, ideas, and other issues. GW Supervisors will conduct formal observations of the Student's teaching and professional practices at the Participating School. GW Supervisors are also responsible for collecting and synthesizing assessment data that is used in the final evaluation of the Student's progress and abilities, as evidenced by collected performance data. All data collected pursuant to this paragraph shall be in accordance with Section III(1) of the Agreement. GW understands and acknowledges that while it may collect DCPS student PII for purposes of evaluating the performance of its participating Students, it may not further disclose such PII without the consent of the affected parent or adult student, including any such disclosure in any published report regarding Student performance, regardless of the report's intended audience.

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EXHIBIT H – Early Childhood Special Education (ECSE)

Program Expectations

Students will be supervised at all times by their Site Supervisor and GW Supervisors (as defined below) and will not have direct, unsupervised access to any Participating School students during the ECSE Programs.

Direct experience in the field is a major component of the Early Childhood Special Education (ECSE) Graduate Student Programs, which include a master's degree, an education specialist degree, and an autism spectrum disorders graduate certificate. Students have two field-based experiences, each with an accompanying seminar. Students are on site in a program two days per week for their practicum. The internship is a four day per week experience completed at the end of the program

- A. **Student Placements.** As a part of the ECSE Program courses entitled “SPED 6261: Practicum in Methods and Materials for Young Exceptional Children,” and “SPED 6993: Internship in Teaching Young Children with Disabilities,” Students will complete a supervised practicum or internship at a Participating School. Prior to a Participating School accepting a student into the practicum or internship component of the Program, GW will notify the Participating School of which course(s) the Student is enrolled in, so that the Participating School may be able to structure an appropriate field experience.
- B. **Practicum and Internship Requirements.** A Student's practicum or internship placement should provide both varied and significant opportunities to experience and participate in activities related to teaching young children with or at risk for disabilities.
 - 1) **SPED 6261 Requirements:** This course explores learning theories and frameworks, developmentally appropriate practices, and instructional methods for working with young children and their families. This course and fieldwork are the student's first exposure to the continuum of intervention and special education services for young children and families. The course includes a university-based weekly seminar (two (2) hours per week) and a field-based practicum experience (two (2) days per week). Each student is required to spend a minimum of 100 hours during the semester working directly with young children and families under the guidance of a Site Supervisor and is expected to complete the experience until the end of the semester (even if minimum number of hours is reached).
 - 2) **SPED 6993 Requirements:** The internship is designed to be both an integrative and a culminating experience of the master's program. The internship is an opportunity for students to synthesize and integrate the program content and relate theoretical constructs and research-based and recommended practices to the realities of the field. Students are expected to work at their internship sites at least four (4) days per week and must acquire a minimum of 325 field hours during the internship. The GW supervisor visits each intern regularly, observing student performance and providing individualized feedback. The Site Supervisor mentors the student throughout the internship and gives summative feedback on student performance at the completion of the internship experience. In addition, students will attend a seminar (two (2) hours per week) to reflect on their internship experiences and to receive instruction, support, and feedback on an

action research project completed during internship and presented at the Annual Networking Conference.

- C. Supervisory Requirements. In collaboration with GW, Participating Schools will match each Student with a Site Supervisor. Additionally, GW will match each Student with a GW Supervisor.
- 1) Site Supervisors are expected to provide direct guidance and supervision to Students throughout their practicum or internship placement and verify Student hours.
 - 2) GW Supervisors will schedule regular observations throughout the semester to observe Students interacting with children and/or families at the Participating School. The GW Supervisor will meet with the Student following the observation for a reflective supervisory session and/or provide e-mail feedback following each observation.

Liaison and Staffing

Site Supervisors: Participating Schools will designate a supervisor for each Student. Site Supervisors must have a master's degree (or higher) in education or a related field, as well as a minimum of three (3) years of experience in early intervention, early childhood special education, or a related field. Placements, or any change in placement locations, will be at the sole discretion of Participating Schools after consultation with GW. The Site Supervisor is expected to provide supervision to Students throughout their practicum or internship placement.

GW Supervisors: GW will match each Student with a faculty or staff member to serve as their supervisor. The GW Supervisor is the official representative of GW who serves as a liaison and main point of contact between GW, the Site Supervisor, and a Participating School. GW Supervisors will maintain regular contact with Site Supervisors during the practicum or internship experience to discuss Student progress. GW Supervisors shall also maintain contact with Students throughout the practicum and internship experiences to discuss concerns, ideas, and other issues. The GW Supervisor assumes overall responsibility for the academic supervision of Students with respect to fulfilling GW Program requirements.

GSEHD Program Contact

Dr. Elisabeth Rice
Associate Professor and Chair
Department of Special Education and Disability Studies, Room 401
The Graduate School of Education and Human Development
The George Washington University
202-994-1535
ehess@gwu.edu



#7253
IQ-701806

ABSTRACT OF CORRESPONDENCE

TO: Antwan Wilson, Chancellor
 FROM: Brian Pick, Chief, Teaching and Learning
 DATE: August 8th, 2017
 SUBJECT: Updating MOA with U.S. Holocaust Memorial Museum

1. Summary of Key Points (Brief):

- Asking for approval of the updated attached MOA between DCPS and the United States Holocaust Memorial Museum (USHMM) to continue our relationship so they can bring all DCPS 10th graders to the museum as part of the 10th grade World History 2 Holocaust Cornerstone.

2. Special Concerns:

3. Action Required: Chancellor's Signature of approval

4. Contact Person: Ross Mappes Phone: (202) 442-5222

5. Chancellor's or designee's Action:

Approved Disapproved Modify Discuss

REMARKS:

Chancellor's Signature

9/18/17
Date

CLEARANCE

	PREPARED BY	CLEARED BY	CLEARED BY Chief, Teaching and Learning	CLEARED BY General Counsel	CLEARED BY OCOO	
SURNAME & OFFICE (TYPED)	Scott Abbott	Corie Colgan	Brian Pick	Scott Barash	Carla Watson	
INITIAL & DATE	<u>SA</u> 8/29	<u>CC</u> 8/29	<u>BP</u> 8/30	<u>SB</u> 9/12/17	<u>CW</u> 9/12/17	

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
AND
UNITED STATES HOLOCAUST MEMORIAL MUSEUM
FOR THE BRINGING THE LESSONS HOME FIELD TRIP**

This Memorandum of Agreement (“**MOA**”) sets forth the responsibilities and expectations of the District of Columbia Public Schools (“**DCPS**”) and the United States Holocaust Memorial Museum, an independent establishment of the United States Government (“**USHMM**” and together with DCPS collectively referred to herein as the “**Parties**”) in support of the Bringing the Lessons Home Field Trip (“**BTLH**” or “**Program**”).

RECITALS

WHEREAS, for the past two years, USHMM and DCPS have worked together to fund and implement the Program; and

WHEREAS, the Parties share a strong belief in the value of the Program for supporting the DCPS Social Studies curriculum, pride in its past accomplishments, and a commitment to seeing the Program continue and flourish in the future; and

WHEREAS, the Parties believe in the value of bringing DCPS students to the USHMM to enhance their learning experience in the DCPS Social Studies curriculum; and

WHEREAS, this MOA is intended to codify the terms of the relationship between the Parties in support of the Program and to ensure the continued development of a high-quality educational experience for DCPS students.

NOW THEREFORE, the Parties hereto agree as follows:

I. OVERVIEW OF THE PROGRAM

Through the DCPS Cornerstone program, social studies teachers have developed common curriculum tasks to be experienced by students across the district. In 10th grade World History 2, the second Cornerstone contains a series of lessons in which students read texts and engage in discussions to learn about the Holocaust. While using texts and images in the classroom with high impact instructional strategies can be effective, taking students to experience the resources at the USHMM will make this Cornerstone much more powerful. The Program will be incorporated into the 10th grade Cornerstone 2 for World History 2 so that students can engage in several hours of collaborative learning to further push their understanding of how and why the

Holocaust occurred to inform better actions in the future. The field trip will occur during the window of time when teachers across the district will be teaching the Holocaust Cornerstone with their students. It will be designed in coordination with the DCPS social studies team and staff members at USHMM to ensure clear and robust connections that meaningfully add to students' learning experience. The DCPS Office of Teaching and Learning and the USHMM will work together to support the Program.

II. TERM

This MOA shall be effective on the date of signing and, unless terminated in writing by either Party prior to its expiration, terminate on the 30th day of June 2018 (the "Term"). The Term may be renewed for up to five (5) additional one (1) year periods, or any fraction thereof, by mutual written agreement of the Parties prior to the expiration of the Term.

III. RESPONSIBILITIES

A. DCPS agrees to assume the following responsibilities in support of the Program:

1. Design a Cornerstone for 10th grade World History 2 that uses texts and discussion to teach students about the Holocaust;
2. Reserve time during district-wide professional development days to teach 10th grade World History 2 teachers about the Cornerstone and support them in the logistics of making the trip to the USHMM;
3. Use social studies team staff time to help coordinate the Program;
4. Provide opportunities to communicate about the Program to DCPS principals and teachers (e.g., Cluster meetings, PD Days, etc.);
5. Encourage all 10th grade students to participate in the field trip;
6. Work with teachers and schools to provide chaperones on the field trip;
7. Collect student data from the Holocaust Cornerstone to measure the impact on student learning.

B. USHMM agrees to assume the following responsibilities in support of the Program:

1. Provide buses for students to travel from their schools to the USHMM between October 2017 and January 2018;
2. Provide staff time to coordinate buses, manage relationships with each school, recruit and schedule docents;
3. Promote the Program through its social media and traditional media outlets, subject to the restrictions and limitations of Section XII of this MOA;
4. Collaborate with DCPS on press releases;
5. Provide all necessary related information to appropriate DCPS leadership,

including principals.

- C. DCPS and USHMM agree to collaborate and jointly assume the following responsibilities in support of Program:
1. Complete the assigned roles and duties assigned to each organization;
 2. Publicize and promote the Program through media and other means, provided such publicity and/or promotion does not state or imply endorsement of one organization by the other, while assuring that the relationship between DCPS and USHMM is accurately displayed;
 3. Conduct regular check-ins between DCPS and USHMM staff to discuss Program issues, provide updates, and determine action steps. Evaluate the strengths, weaknesses and growth potential of the Program, and develop appropriate strategic plans to improve the Program in future years, consistent with the educational priorities of DCPS and the educational mission of the USHMM;
 4. Plan the content and logistics for teacher professional development sessions in support of the Program; and
 5. Design the field trip experience for students in alignment to the Cornerstone.

IV. BACKGROUND CHECKS

The USHMM shall ensure its personnel providing services under this MOA submit to all standard background checks required by the USHMM, including, but not limited to, a NACI clearance for its employees and an annual FBI criminal background check for its volunteer tour guides, interns, and contractors. The USHMM shall ensure that any of its employees, or contractors transporting DCPS students pursuant to this MOA submit to a traffic record check prior to performing any such services under this MOA. The USHMM shall also ensure that its personnel who have not submitted to the background check process required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et. seq.* (2011)) are restricted from direct, unsupervised access to DCPS students participating in the Program.

V. DCPS FIELD TRIP REQUIREMENTS

USHMM and DCPS agree to work together to obtain all necessary permission and waiver forms before commencing any BTLH field trips.

VI. USE AGREEMENTS

USHMM'S authorization to access and use any DCPS facility space may be conditioned upon USHMM 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, but it makes no guarantee that any required Use Agreement will be obtained.

VII. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER

USHMM 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 USHMM. To the extent permitted by federal law, the USHMM 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 attorney's fees) of every nature resulting from, or in connection with, the USHMM's (including its' employees, agents or volunteers) use and occupancy of DCPS property under this MOA, if any, and in conducting Program activities. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to the USHMM for any accident, injury, loss, or damage while the USHMM 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. The USHMM's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA.

VIII. 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 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.

IX. 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 USHMM. DCPS shall be under no obligation to provide funding to USHMM.

X. NON-DISCRIMINATION

USHMM 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 the District of Columbia Human Rights Act.

XI. CONFIDENTIALITY AND ACCESS TO EDUCATION RECORDS

The Parties will access, use, restrict, safeguard and dispose of all information 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).

USHMM shall share with DCPS all Program data, including any student specific data it may collect on those students participating in the Program. USHMM will submit all requests for educational 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.

XII. PUBLICITY

USHMM shall not use the logo of DCPS, the District government or any District agency in any statement, promotional materials (including on USHMM's website) or in any published materials. In addition, USHMM shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on USHMM's website) or in any published materials in a manner which states or implies support or an endorsement of USHMM by DCPS. In addition, USHMM shall at all times obtain prior written approval from the DCPS contact referenced in Section XIV 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.

DCPS shall not use the logo of the USHMM in any statement, promotional materials (including on DCPS's website) or in any published materials. In addition, DCPS shall not use the name of USHMM, in any statement, promotional materials (including on DCPS's website) or in any published materials in a manner which states or implies

support or an endorsement of DCPS by USHMM. In addition, DCPS shall at all times obtain prior written approval from the USHMM before it makes any statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

XIII. TERMINATION

Either Party may terminate this MOA in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.

XIV. NOTICES AND CONTACT PERSONS

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

TO DCPS:

Scott Abbott, Social Studies Director
Office of Teaching and Learning
District of Columbia Public Schools
1200 1st Street, NE
Washington, DC 20002
Tel: (202) 442-5940

TO USHMM:

Marcus Appelbaum, Director, Youth and Community Initiatives
William Levine Family Institute for Holocaust Education
United States Holocaust Memorial Museum
100 Raoul Wallenberg Place, SW
Washington, DC 20024
Tel: (202) 314-1768

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

GENERAL COUNSEL FOR DCPS:

Scott Barash
General Counsel, District of Columbia Public Schools
District of Columbia Public Schools

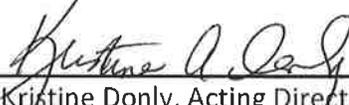
1200 First Street, NE, 10th Floor
Washington, DC 20002
Tel: (202) 442-5000
Fax: (202) 442-5097

GENERAL COUNSEL FOR THE USHMM:
Ronald Cuffe, General Counsel
United States Holocaust Memorial Museum
100 Raoul Wallenberg Place, SW
Washington, DC 20024
Tel: (202) 488-0445

XV. MISCELLANEOUS

- A. Modifications. This MOA may only be amended by a written instrument signed by both Parties.
- B. 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.
- C. Compliance with Laws. Each Party shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.
- D. Applicable Law. This MOA and all matters pertaining to this MOA shall be governed by the laws of the District of Columbia and such federal laws as may apply, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and DCPS.
- E. Non-Assignable Agreement. This MOA cannot be assigned by either Party.
- 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. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA, that the person executing this MOA on its behalf is duly authorized to do so, and that no other signatures, consents or authorizations are necessary to render this MOA binding between the Parties.

IN WITNESS WHEREOF, both Parties hereto have signed this MOA on the dates designated below.



Kristine Donly, Acting Director
William Levine Family Institute for Holocaust Education
United States Holocaust Memorial Museum

10/5/17
Date



Antwan Wilson, Chancellor
District of Columbia Public Schools

9/18/17
Date

**MEMORANDUM OF AGREEMENT
BETWEEN**

District of Columbia Public Schools and [Organization]

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish a mutual framework for cooperation between [Organization] and the District of Columbia Public Schools (DCPS) for training staff from [Organization] in the implementation of a process for conducting developmental screening and identifying necessary referral of children to the DCPS Child Care Center (CCC) for further evaluation.

2. AUTHORITY: Under the Individuals with Disabilities Education Act (IDEA) Part B and DCPS as an obligation to identify, locate and evaluate all children aged 3 through 21 within the District of Columbia who have a disability or are suspected of having a disability.

3. BACKGROUND: CCC is responsible for locating, identifying, evaluating and providing placement for children ages 2 years 8 months through 18 months under the Individuals with Disabilities Education Act Part B and DCPS assumes the total educational responsibilities of Part B organization provides supervision, meal, child food education or other services to children within the age range served by CCC.

4. PROGRAM DESCRIPTION: The program will support the creation of a developmental screening program for interested organizations serving preschool children and children aged children. It will help organization accurately identify children who may have a developmental delay and refer them to the appropriate District of Columbia agency for further evaluation to determine if they are eligible for services under Parts B or C.

5. RESPONSIBILITIES OF THE PARTIES: The following paragraphs identify responsibilities of the parties.

DCPS shall

- i) Provide an CCC staff questionnaire and screening starter kit to [Organization] from its existing inventory. DCPS is not obligated to purchase any of its pursuant to this MOA.
- ii) Provide an initial 2-hour training on the DCPS administered DCPS staff. It will include information about the referral process to both the start of the District of Columbia Child Intervention Program and CCC.

[Organization] shall

- i) Screen enrolled children aged 2 years 8 months through 2 years 11 months and refer families to chartables when indicated if the screening tool in addition to the chartables at its discretion screen children aged one month through 2 years 11 months and refer families to chartables when indicated if the screening tool
- ii) Provide an annual letter certifying that it was conducted and will continue to conduct developmental screening of enrolled children

iii) Provide the follow-up data annually

- a) Total number of children *enrolled* between 1 through August 31
 - aged 1 month through 2 years 11 months
 - aged 2 years 8 months through 2 years 11 months
- b) Total number of children *screened* between 1 through August 31
 - aged 1 month through 2 years 11 months
 - aged 2 years 8 months through 2 years 11 months

6. CONDITIONS REQUIRING RETURN OF THE ASQ KIT: Organization agrees and understands that PMA require return of the kit if should organization fail to meet any of the reporting obligations set forth in subsections ii and iii above should PMA require return of the kit organization shall return suit to PMA at its sole cost and expense

7. MANPOWER: No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process

8. APPLICABLE LAWS: The applicable statutes, regulations, directives and procedures of the District of Columbia and PMA shall govern this MSA and all documents and actions pursuant to it

9. COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide for consistent and effective communication between chartables and organization each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MSA. The principal representatives for this MSA are listed below

Organization Representative
 Organization Name
 Organization Address
 Preferred mode of contact Phone number or email

Sean Thomas
Executive Director
Carlates
11200 E. 1st Avenue
Ashton 2001
202883

The individuals above are responsible for the management and coordination of the duties and obligations for each respective party under this agreement, copies of correspondence related to the modification, amendment, extension or termination of this agreement or any other legal matter pertaining to this agreement shall be furnished to these individuals in addition to

Robert Tyler
General Counsel
1200 First Street
1st Floor
Ashton 2002
Phone 202222118
Fax 202222118
Email robert.tyler@dcbo.org

10. FUNDING

No significant financial commitment on legal counsel shall be associated with the formation of or any of the obligations under this Memorandum shall be under no obligation to provide funding to organization

11. ANTI-DEFICIENCY ACTS: P is duty to fulfill financial obligations of an individual 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 the federal anti-deficiency act 31 CFR 132.13 and 132.13 in the District of Columbia anti-deficiency act 48 CFR 21.101 and 21.101 and 21.101 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 not in this agreement shall create an obligation on P in anticipation of an appropriation Congress for surplus and P'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 appropriated Congress

12. LIABILITY

Organization shall be sole liable for all services provided by Organization and its professionals pursuant to this MOP and POP shall not be liable whether or not a contribution or otherwise or damages incurred by Organization or its staff or arising from an acts or omissions in connection with the provision of such services

13. MISCELLANEOUS:

Other Relations or Obligations of this MOP shall not affect an existing or independent relations or obligations between the parties

Survival of the provisions of this MOP that require performance after the expiration or termination of this MOP including sections ii and iii and 13 shall remain in force notwithstanding the expiration or termination of the MOP so long as Organization maintains possession of the POP

Severability of a provision of this MOP 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

Owners of POP is the sole owner of the POP and Organization must return the POP and associated materials that are no longer in used for Part purposes

14. AMENDMENT, MODIFICATION AND TERMINATION: This MOP may be amended or modified only by written mutual agreement of the parties. It may terminate this MOP by providing written notice to the other party. The termination shall be effective immediately upon notice unless a later date is set forth

15. EFFECTIVE DATE: This MOP becomes effective upon the date of the last approval signature and will remain in effect for one year unless superseded, rescinded or modified by written mutual agreement of both parties

16. ACCEPTANCE OF AGREEMENT:

Name
Owner/Director/Principal of the Organization

Daniel Deers
Chief/Official Education



MEMORANDUM OF AGREEMENT
BETWEEN
UNITY HEALTH CARE
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS

This is an agreement (the "Agreement") by and between Unity Health Care ("Unity") and the Child Find Field Coordinator (the "CFFC") Early Stages-District of Columbia Public Schools (" ES-DCPS"), effective upon the date of last signature, to ensure that both the Unity and the CFFC (the "Parties") fully understand their obligations within said agreement. Therefore, the following agreement is undertaken.

I. SCOPE OF WORK:

Early Stages will provide weekly office hours, parent workshops on child development, professional development for health center staff, and members of the community at Unity Health Care locations. The Early Stages parent workshops and professional development trainings provide an overview of topics related to the development and support of children between the ages of 3 and 5 years old. Topics include: developmental milestones, developmental screening, early intervention, special education, and addressing challenging behaviors, trauma and resilience. Early Stages conducts outreach and education in the community with health care professionals, parents and others who serve children aged 3-5 as part of the District's obligation under the Individuals with Disabilities Education Act to help young children with disabilities get connected to support services.

II. RESPONSIBILITIES

Unity Responsibilities

Unity will provide a room or space for community outreach and consultation during the CFFC's "office hours". Unity will have Early Stages present at monthly provider meetings as needed. Unity will make Early Stages literature available to families. Unity providers will make appropriate referrals to Early Stages.

ES-DCPS Responsibilities

The Early Stages Child Find Field Coordinator (CFFC) shall provide weekly office hours at the designated health center site. Early Stages will be available for consultation with providers and families. CFFC will meet with health center staff and provide updates.

V. CONTACTS

Unity Health Care

Name: Tracy Harrison

Title: Vice President of Clinical Administration

Address: 1100 New Jersey Ave., SE Suite 500, Washington DC 20003

Tele: 202-715-7906

E-mail: tharrison@unityhealthcare.org

Name of Contact: Elizabeth Rihani

Title: Director, Child Find- Early Stages

Address: Early Stages, District of Columbia Public Schools, 1125 New Jersey Avenue, NW, Washington, DC 20001

Tele: 202-698-8037

E-mail: elizabeth.rihani@dc.gov

VI. ANTI-DEFICIENCY LIMITATION: AUTHORITY

Though no financial obligations on the part of the Parties are anticipated, the Parties acknowledge that they are not authorized to make any obligations in advance or in the absence of lawfully available appropriations and that the District's authority to make such obligations is and shall remain subject to the provisions of (i) the federal Anti-Deficiency act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code section 47-105; (iii) the District of Columbia Anti- Deficiency Act, D.C. Official Code §§47-355.01 – 355.08, as the foregoing statutes maybe amended from time to time; and (iv) §446 of the District of Columbia Home Rule Act.

VII. SEVERABILITY

This Agreement shall be deemed severable and any provision of this Agreement that violates any statute, rule, 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 thereof.

VIII. RELATIONSHIP OF THE PARTIES

For the purposes of this Agreement and other related agreements signed by the parties, neither party is the agent of the other nor has the right or authority to bind the other party through its actions or any other agreements or communications.

IX. AMENDMENT

This Agreement contains the entire agreement among the parties. The parties to this agreement agree that they shall have the opportunity to review and comment on all proposed addendums that shall become part of this agreement herein. Any addendums and modifications to this Agreement, to be effective, must be in writing and signed by the parties hereto. The parties of this agreement also agree that the contracting between the parties with another outside vendor/party does not obligate and/or bind any other party of this Agreement to the contract of the other.

X. AUTHORIZATION APPROVAL AND ACCEPTANCE

IN WITNESS WHEREOF, the Parties have executed this Agreement as evidenced below.

Unity Health Care

By: _____ Date: _____

Vincent A. Keane
President and CEO

Early Stages- District of Columbia Public Schools

By:  _____

Amanda Alexander
Interim Chancellor

Date: 10/4/18



MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
and the
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Anne Arundel County Public Schools (AACPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Anne Arundel County, Maryland; and AACPS to provide Title I services to eligible students attending private school in Anne Arundel County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
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- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
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 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

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TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Sarah Bell
 Program Manager, Compensatory Education Programs
 Anne Arundel County Public Schools
 2644 Riva Road
 Annapolis, Maryland 21401
 (410) 222-5444
SBell1@aacps.org

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

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 T: (202) 442-5000
 F: (202) 442-5098

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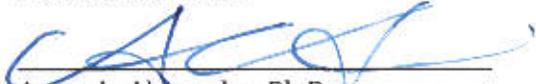
11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

**DISTRICT OF COLUMBIA
PUBLIC SCHOOLS**



Amanda Alexander, Ph.D.
Interim Chancellor

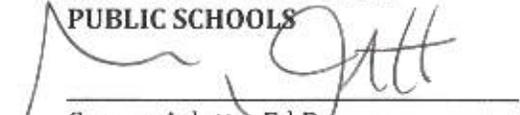
Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

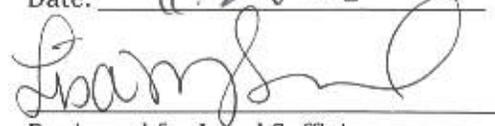
Date: 12/10/18

**ANNE ARUNDEL COUNTY
PUBLIC SCHOOLS**



George Arlotto, Ed.D.
Superintendent

Date: 11.27.18



Reviewed for Legal Sufficiency

Date: 11/13/18

#7758

OCT10'18 RCVD OGC

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Dr. Amanda Alexander, Interim Chancellor

FROM: Curtis Johnson

DATE: October 9, 2018

SUBJECT: MOU for Title I services between DCPS and AACPS (Anne Arundel County Public Schools)

1. Summary of Key Points (Brief): 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 districts and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to AACPS and vice versa.

2. Special Concerns: N/A

3. Action Required: Approval and Signature

4. Contact Person: Yiesha Thompson

Phone: 202-442-6025

5. Chancellor's Action:

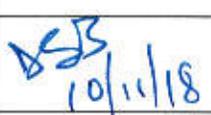
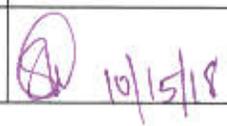
Approved Disapproved Modify Discuss

REMARKS:


Chancellor's Signature

10/22/18
Date

CLEARANCE:

	PREPARED BY OFPG	CLEARED BY OGC (if required)	CLEARED BY Chief	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Curtis Johnson, FPG	J. Omar Mahmud, OGC*	Goldband CBO		
INITIAL & DATE	 10/10/18	 10/11/18	 10/15/18		

Annunciation

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		5	8600 Jacks Reef Road	Laurel	MD	20724-1712	Anne Arundel	Brock Bridge Elementary	Yes

Bishop John T. Walker SFB

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	3515 Piney Woods Place #D204	Laurel	MD	20724	Anne Arundel	Brock Bridge Elementary	Yes

Howard University Early Learning Program (HUELP)

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	436 Willow Bend Dr.	Glen Burn	MD	21060	Anne Arundel	Marley Elementary	Yes

St. Anthony

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	228 Sweet Pine Drive	Laurel	MD	20724	Anne Arundel	Maryland City Elementary	Yes

Number of Eligible Students		Instructional PPA	Parent & Family Engagement PPA
4	\$	1,761.07	\$ 18.93
Total for Title I Service	\$	7,044.28	\$ 75.72
Grand Total for Title I Service	\$	7,120.00	



MEMORANDUM OF UNDERSTANDING

between the

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and the

CALVERT COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Calvert County Public Schools (CCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Calvert County, Maryland; and CCPS to provide Title I services to eligible students attending private school in Calvert County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
 - c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

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Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

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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 a recognized form of communication and by any recognized delivery method agreed to by the Parties.

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 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Cheryl Yates, Ed.D.
 Supervisor, Title I Programs
 Calvert County Public Schools
 1305 Dares Beach Road
 Prince Frederick, Maryland 20678
 (443) 550-8047
YatesC@calvertnet.k12.md.us

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

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DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); 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 MOU 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 MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

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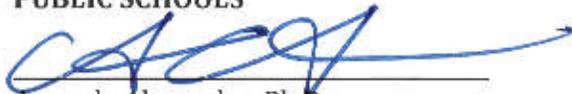
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12. Approvals

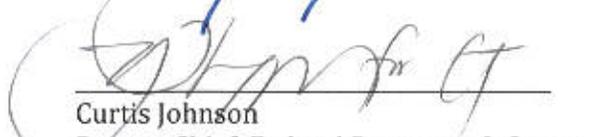
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**DISTRICT OF COLUMBIA
PUBLIC SCHOOLS**



Amanda Alexander, Ph.D.
Interim Chancellor

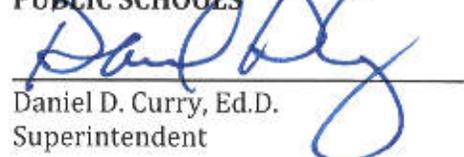
Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

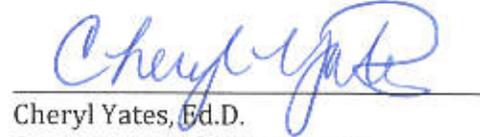
Date: 10/10/18

**CALVERT COUNTY
PUBLIC SCHOOLS**



Daniel D. Curry, Ed.D.
Superintendent

Date: 11-2-18



Cheryl Yates, Ed.D.
Supervisor, Title I Programs

Date: 11-2-18

St. Thomas More

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		2	11290 Gunsmoke Ct.	Lusby	MD	20657	Calvert County	Patuxent - Appeal Elementary	Yes

Number of Eligible Students	Instructional PPA	Parent & Family Engagement PPA
1	\$ 2,307.20	\$ 23.30
Total for Title I Service	\$ 2,307.20	\$ 23.30
Grand Total for Title I Service	\$ 2,330.50	



MEMORANDUM OF UNDERSTANDING

between the

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and the

CHARLES COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Charles County Public Schools (CCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Charles County, Maryland; and CCPS to provide Title I services to eligible students attending private school in Charles County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

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 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Sharron Rouse
 Coordinator of Title I Programs
 Charles County Public Schools
 5980 Radio Station Road
 La Plata, Maryland 20646
 (301) 934-7306
srouse@ccboe.com

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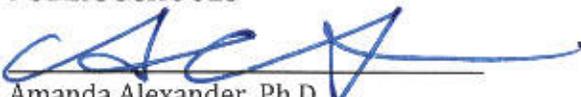
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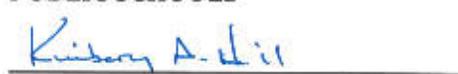
12. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS


Amanda Alexander, Ph.D.
Interim Chancellor

CHARLES COUNTY
PUBLIC SCHOOLS


Kimberly Hill, Ed.D.
Superintendent

AM

Date: 10/22/18

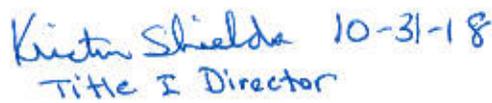
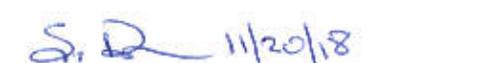
Date: 11/27/2018


Curtis Johnson
Deputy Chief, Federal Programs & Grants


Randolph Sotomayor
Assistant Superintendent of Finance

Date: 10/9/18

Date: 11/20/18

 10-31-18
Title I Director
 11/20/18

7759

OCT 9 '18 RCVD OGC

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Dr. Amanda Alexander, Interim Chancellor

FROM: Curtis Johnson

DATE: October 9, 2018

SUBJECT: MOU for Title I services between DCPS and CCPS (Charles County Public Schools)

1. Summary of Key Points (Brief): 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 districts and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to CCPS and vice versa.

2. Special Concerns: N/A

3. Action Required: Approval and Signature

4. Contact Person: Yiesha Thompson

Phone: 202-442-6025

5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:

Chancellor's Signature  Date 10/22/18

CLEARANCE:

	PREPARED BY OFPG	CLEARED BY OGC (if required)	CLEARED BY Chief	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Curtis Johnson, FPG	J. Omar Mahmud, OGC*	Gilband CBO		
INITIAL & DATE	CJ 10/9/18	JOM 10/11/18	GA 10/15/18		

Bishop John T. Walker SFB

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		4	11544 Hornbeam Court	Waldorf	MD	20601	Charles County	C. Paul Barnhart Elem.	Yes

St. Augustine

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		PK4	906 Barrington Dr.	Clinton	MD	20602	Charles County	Dr. Samuel Mudd Elem.	Yes

St. Francis Xavier

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		P4	12190 Montreat Pl.	Waldorf	MD	20601-3789	Charles County	J.P. Ryon Elementary	Yes

St. Thomas More

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	Blackbird Court	Waldorf	MD	20603-4642	Charles County	C. Paul Barnhart Elem.	Yes

Number of Eligible Students		Instructional PPA	Parent & Family Engagement PPA
4	\$	649.04	\$ 18.10
Total for Title I Service	\$	2,596.16	\$ 72.40
Grand Total for Title I Service	\$	2,668.56	

MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
and the
HOWARD COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Howard County Public Schools (HCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Howard County, Maryland; and HCPS to provide Title I services to eligible students attending private school in Howard County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
- c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. 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 a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Amy Tieperman
 Title I Support Teacher
 Howard County Public Schools
 10910 Rt. 108
 Ellicott City, Maryland 21042
 (410) 313-6806
Amy.Tieperman@hcpss.org

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

Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, D.C. 20002
 T: (202) 442-5000
 F: (202) 442-5098

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); 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 MOU 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 MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

10. Modifications

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.

11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

**DISTRICT OF COLUMBIA
PUBLIC SCHOOLS**



Amanda Alexander, Ph.D.
Interim Chancellor

Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 10/10/18

**HOWARD COUNTY
PUBLIC SCHOOLS**



Michael J. Martirano, Ed.D.
Superintendent

Date: 10/31/18

Date: _____

#7741

OCT10'18 RCVD OGC

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Dr. Amanda Alexander, Interim Chancellor

FROM: Curtis Johnson

DATE: October 9, 2018

SUBJECT: MOU for Title I services between DCPS and HCPS (Howard County Public Schools)

1. Summary of Key Points (Brief): 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 districts and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to HCPS and vice versa.

2. Special Concerns: N/A

3. Action Required: Approval and Signature

4. Contact Person: Yiesha Thompson

Phone: 202-442-6025

5. Chancellor's Action:

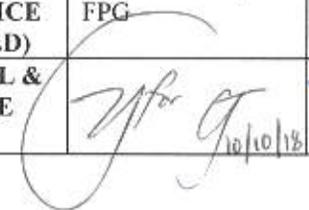
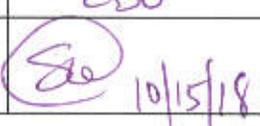
Approved Disapproved Modify Discuss

REMARKS:


Chancellor's Signature

10/27/18
Date

CLEARANCE:

	PREPARED BY OFPG	CLEARED BY OGC (if required)	CLEARED BY Chief	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Curtis Johnson, FPG	J. Omar Mahmud, OGC*	Goldband CBO		
INITIAL & DATE					

Sacred Heart

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	6312 Early Red Ct	Columbia	MD	21045-4490	Howard	Talbott Springs Elementary	Yes

St. Augustine

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		5	4936 Columbia Road #1	Columbia	MD	21046	Howard	Running Brook Elementary	Yes

Number of Eligible Students	Instructional PPA	PFE PPA
2	\$ 1,640.00	\$ 16.56
Total for Title I Service	\$ 3,280.00	\$ 33.12
Grand Total for Title I Service	\$ 3,313.12	



MEMORANDUM OF UNDERSTANDING

between the

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and the

MONTGOMERY COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Montgomery County Public Schools (MCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Montgomery County, Maryland; and MCPS to provide Title I services to eligible students attending private school in Montgomery County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
- c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. 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 a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Nichelle Owens
 Supervisor, Division of Title I and Early Childhood
 Montgomery County Public Schools
 850 Hungerford Drive
 Rockville, Maryland 20850
 (301) 230-0660
Nichelle_D.Owens@mcpsmd.org

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

Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, D.C. 20002
 T: (202) 442-5000
 F: (202) 442-5098

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); 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 MOU 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 MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

10. Modifications

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.

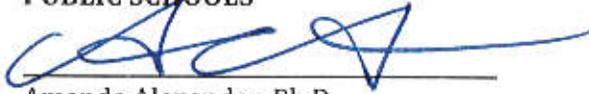
11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12. Approvals

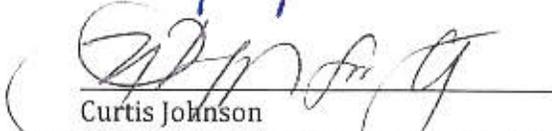
The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS



Amanda Alexander, Ph.D.
Interim Chancellor

Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 10/10/18

MONTGOMERY COUNTY
PUBLIC SCHOOLS

Jack R. Smith, Ph.D.
Superintendent

Date: _____

Date: _____

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Dr. Amanda Alexander, Interim Chancellor

FROM: Curtis Johnson

DATE: October 9, 2018

SUBJECT: MOU for Title I services between DCPS and MCPS (Montgomery County Public Schools)

1. Summary of Key Points (Brief): 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 districts and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to MCPS and vice versa.

2. Special Concerns: N/A

3. Action Required: Approval and Signature

4. Contact Person: Yiesha Thompson

Phone: 202-442-6025

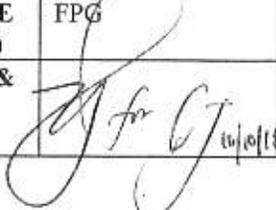
5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:

 _____ Date 10/22/18

CLEARANCE:

	PREPARED BY OFPG	CLEARED BY OGC (if required)	CLEARED BY Chief	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Curtis Johnson, FPG	J. Omar Mahmud, OGC*	Sara Goldbard CSO		
INITIAL & DATE	 10/9/18	 10/11/18	 10/15/18		

Annunciation

Last Name	First Name	Grade	Address	City	State	Zip	County	School
		2	9727 Mounth Pisgah Road #1010	Silver Spring	MD	20903-2027	Montgomery	Roscoe R. Nix
		4	11659 Drumcastle Terrace	Germantown	MD	20876-5638	Montgomery	Captain James Daly

Sacred Heart

Last Name	First Name	Grade	Address	City	State	Zip	County	School
		1	533 Ridgewell Way	Silver Spring	MD	20902-1573	Montgomery	Kemp Mill
		2	33114 Beaver Ter	Rockville	MD	20853-3306	Montgomery	Harmony Hills
		5	12501 New Hampshire Ave	Silver Spring	MD	20904-2961	Montgomery	Jackson Road
		5	533 Ridgewell Way	Silver Spring	MD	20902-1573	Montgomery	Kemp Mill

St. Augustine

Last Name	First Name	Grade	Address	City	State	Zip	County	School
		K	370 E. Diamond Avenue #3013	Gaithersburg	MD	20877	Montgomery	Gaithersburg Elementary

Number of Eligible Students	Instructional PPA	Parent & Family Engagement PPA
7	\$ 1,445.00	\$ 24.51
Total for Title I Service	\$ 10,115.00	\$ 171.57
Grand Total for Title I Service	\$ 10,286.57	



MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
and the
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Prince George's County Public Schools (PGCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Prince George's County, Maryland; and PGCPS to provide Title I services to eligible students attending private school in Prince George's County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

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 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
- c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that is shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. 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 a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 T: (202) 442-6025
 F: (202) 535-2256
Yiesha.Thompson@dc.gov

TO PGCPS:

Aiesha Stover
 ESSA and Title I Department
 Prince George's County Public Schools
 1400 Nalley Terrace
 Landover, Maryland 20785
 T: (301) 618-8390 ext. 41203
Aiesha.Stover@pgcps.org

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

Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, D.C. 20002
 T: (202) 442-5000
 F: (202) 442-5098

Office of General Counsel
 Prince George's County Public Schools
 1420 School Lane
 Upper Marlboro, MD 20772
 T: (301) 952-6242
 F: (301) 952-6056

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); 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 MOU 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 MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

Likewise, any financial obligation of the Board of Education for Prince George's County Public Schools set forth in this MOU is subject to and contingent on the allocation of funds approved by the local Board and State Boards of Education for the State of Maryland. Any funding deficiency which accrues under the terms of this MOU that is due to a lack of appropriated funds shall not impose liability of PGCPS.

10. Modifications

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.

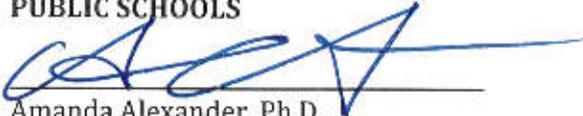
11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

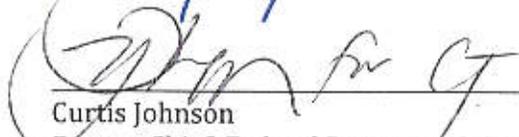
12. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

DISTRICT OF COLUMBIA
PUBLIC SCHOOLS


Amanda Alexander, Ph.D.
Interim Chancellor

Date: 10/22/18


Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 10/10/18

PRINCE GEORGE'S COUNTY
PUBLIC SCHOOLS

Monica E. Goldson, Ed.D.
Interim Chief Executive Officer

Date: _____

Michael Herbstman
Chief Financial Officer

Date: _____

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		3	6505 Hil Mar Drive	District Heights	MD	20747	PG County	Andrew Jackson Academy	Yes
		4	3731 Donnell Drive #302	Forestville	MD	20747	PG County	Andrew Jackson Academy	Yes
		5	2702 Lantana Drive	Upper Marlboro	MD	20774	PG County	Arrowhead Elementary	Yes
		3	1367 Southview Drive #204	Oxon Hill	MD	20745	PG County	Barnaby Manor Elementary	Yes
		3	545 Limerick Way	Hyattsville	MD	20785	PG County	Cora L. Rice Elementary	Yes
		5	1117 Nalley Road #412	Landover	MD	20785	PG County	Cora L. Rice Elementary	Yes
		5	52208 Haras Place #4	Fort Washington	MD	20744	PG County	J. Frank Dent Elementary	Yes
		5	5231 Haras Place #4A	Fort Washington	MD	20744	PG County	J. Frank Dent Elementary	Yes
		4	4308 Lori Street	Suitland	MD	20746	PG County	William Beanes Elementary	Yes
		3	1920 Dutch Village Drive	Landover	MD	20785	PG County	William Paca Elementary	Yes

Number of Eligible Students		Instructional PPA		PFE PPA	
289	\$	728.14	\$	9.21	
Total for Title I Service	\$	210,432.46	\$	2,661.69	
Grand Total for Title I Service	\$	213,094.15			

RELAY/GSE

Memorandum of Agreement Relay Graduate School of Education and District of Columbia Public Schools Relay Teaching Residency SY17-18

MEMORANDUM OF AGREEMENT OVERVIEW

This Memorandum of Agreement (MOA) is entered into by and between the following entities: District of Columbia Public Schools (Partner) and Relay Graduate School of Education (Relay). Partner and Relay propose to work together on the following educational program:

Relay Teaching Residency: Whereby Relay enrolls, engages and supports Resident Teachers (Residents) from Partner in the Relay Teaching Residency (Residency), its two-year training program, with key support provided by Partner during the operation of the program. Residents who successfully complete this program are eligible for state certification, at the conclusion of year 1 for an Initial credential (providing they meet all state certification requirements under Option A¹) and a master's degree and Standard credential at the conclusion of year 2.

Partner may place Residents at any of its individual schools at Partner's sole discretion. The list of current participating schools can be found at Appendix C to this MOA. The parties agree that notwithstanding the sentence below on modification or amendment of this MOA, Partner may add or subtract schools from Appendix C at its sole discretion upon notification to Relay via any recognized method of communication. Such addition or subtraction shall take effect immediately upon such notification.

This MOA outlines the scope of work and delineates the minimum roles and responsibilities of each party. For a narrative description of the goals of the Residency, please see the Relay Teaching Residency Partner Handbook.

This MOA shall become effective on the date of signing, and shall continue through July 31, 2018 (the "Initial 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 Initial Term or any subsequent term agreed to pursuant to this provision. Relay and Partner may renegotiate the terms at any time; provided, however, any modification or amendment of this MOA shall only be valid upon execution of a written instrument signed by both parties.

¹ <http://osse.dc.gov/page/educator-credential-requirements-overview#teacherinitial>

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The terms of this MOA apply to both parties for the entirety of the two-year Residency for Residents who initially enrolled during the 2017-18 School Year, even if the Residency extends beyond the Initial Term of this MOA or any extensions hereof.

The parties intend this MOA to be a legally binding and enforceable document. 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.

PARTNERSHIP OVERVIEW

Recruitment and Hiring

Partner will use its best efforts to recruit 20 to 25 Residents from Partner's existing pool of paraprofessional employees by July 1, 2017. Residents recruited will meet the admissions requirements outlined below and will demonstrate the potential to be exceptional teachers.

If Partner would like Relay to support recruitment, Partner will provide accurate Resident placement needs by content area and grade level by January 1 of each school year for the following school year (e.g., January 1, 2018 for Residents to begin in the summer of 2018).

Admission to the Relay Teaching Residency Program

Prospective Residents must meet the minimum requirements for admission to Relay. Partner will screen for Residents' admissions eligibility during the recruitment process with support from Relay as agreed upon by Relay and Partner. Relay reserves the right to refuse admission to all Residents who do not meet the admissions standards below. Once Residents have successfully completed the Relay admissions process, Relay will officially accept Residents into the Relay Teaching Residency.

Residents must meet the following admissions requirements:

- Secure a full-time resident position at a Partner school for SY17-18;
- Have a cumulative undergraduate grade point average of 3.0 or higher on a 4.0 scale (although applicants with an undergraduate G.P.A. lower than 3.0 but at least 2.75 may be considered for admission by submitting an additional letter of recommendation that explains their qualifications for admission to Relay), any candidates between 2.5 to 2.75 must be flagged for the Dean before a position is offered;
- Submit all transcripts, including an official degree-conferred undergraduate transcript that shows proof of a baccalaureate degree from an accredited institution of higher education; and
- Be a U.S. Citizen or have permanent resident status (for AmeriCorps eligibility only).

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All Residents must complete the Relay online admissions application, which includes an essay, resume, and recommendations. Relay will support Residents in completing this application by providing clear instructions and deadlines.

Non-Matriculated Students

Prospective Residents who do not meet Relay's undergraduate G.P.A. minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated (i.e., non-matric) status if their undergraduate G.P.A. is below a 2.75 but at least a 2.5. Residents with non-matric status attend all classes and complete all assessments, but do not begin earning credit until 1) they have been in good academic standing and 2) they have submitted proof to Relay of meeting all certification requirements (if the Residents are certification-seeking). For more information on non-matric status as well as the requirements and timeline for potential matriculation, please see Appendix A.

Certification Requirements

Residents enrolled in the Relay Teaching Residency program are required to earn their state teaching certification. Relay will be responsible for communicating all certification requirements to Residents, providing all required coursework and training, maintaining all certification paperwork, and approving eligible Residents' applications for a Teacher: Initial Credential after successful completion of the first year of the program, hire into a full-time teaching position, and passage of certification exams. For purpose of clarification, this MOA does not require Partner to hire any or all of the Residents as full-time teachers; such a hiring decision is in the sole discretion of the Partner and will be contingent on factors including successful performance during the first year of the Residency. Teachers are also eligible for Teacher: Standard Credential after passage of all certification exams and successful completion of the program. For more information on certification, please see Relay's certification policy in Appendix B.

Certification Areas

For SY17-18, Relay has the ability to offer certification in the following endorsement areas:

1. Early Childhood
2. Elementary (1-6)
3. English (7-12)
4. General Science (7-12)
5. Mathematics (7-12)
6. Social Studies (7-12)

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Relay's offering of any of the above endorsement areas is contingent on a large enough pool of Residents expressing interest in any area.

Salary and Benefits

Partner will be solely responsible for compensating Residents with a full-time salary and benefits package (including health care) that is commensurate with their experience. Resident salaries' will be comparable to that of other novice co-teachers in their city of residence and will not be less than \$12,530 per year. Residents will be considered full-time employees (not interns or apprentices) and will receive a full-time salary (not a stipend). Please see "Tuition and Fees" below for more information.

Tuition and Fees

Residents will be billed for all tuition and fees related to enrollment in the Relay Residency program.

The full cost of tuition and fees for the two-year Relay Teaching Residency program is \$35,000. Relay will offer institutional aid to all Residents in the amount of \$17,000. This aid will reduce the tuition price that Residents pay to \$18,000 over two years, or \$9,000 per year. The availability of AmeriCorps Segal Education Awards or additional private scholarship will further reduce tuition for Residents to \$3,250 per year (see below for details on Segal Education Awards). Such institutional aid and scholarship opportunities are made available to all Relay applicants and are not awarded solely to Residents participating in the Residency by virtue of their affiliation with Partner.

Relay expects to be able to offer federal financial aid to all eligible Residents enrolled as degree-seeking students in the Relay Teaching Residency program, pending final approval from the U.S. Department of Education. Payment plans are available for all Residents.

The Relay Teaching Residency is an AmeriCorps-sponsored program. All Residents admitted into the program are expected to apply to become AmeriCorps members each year if applicable for the candidate and pending Relay's application for AmeriCorps awards in DC. Enrollment in Relay's AmeriCorps program gives eligible Residents access to a Segal Education Award worth approximately \$5,750 per year that they are enrolled in the program. A portion of the tuition charged each term will be deferred to the end of the academic year so that Residents are able to use their Segal Education Awards to pay their balances when they receive their award after successful completion of the year.

After applying a Segal Education Award to their tuition, the anticipated Year 1 tuition cost for Residents is \$3,250. Anticipated Year 2 out-of-pocket cost will be \$3,250 for Residents after use

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of a Segal Education Award. Segal Education Awards in both Year 1 and Year 2 of the Residency will be earned after successful completion of the academic year.

If a Resident applies to AmeriCorps and is ineligible to become a member or is ineligible to receive a full Segal AmeriCorps education award, they may receive an additional private scholarship from Relay to keep their out-of-pocket cost at \$3,250. Relay may also provide private scholarships in the amount of the Segal Education Award should Relay not have enough AmeriCorps member positions to cover all Residents enrolled in the program.

Should Residents leave the program for any reason after October 1, 2017, Residents will be responsible for all deferred tuition which was intended to be covered by the AmeriCorps Segal Education Award. This amount will become payable immediately upon exit.

Residents who fail to pay tuition bills risk removal from the program. Tuition amounts described above are estimates and are subject to change for future cohorts, though Relay will take all efforts to maintain tuition estimates as described. If a student withdraws from Relay or is removed from the program for any reason, all deferred tuition becomes immediately payable.

If Residents are hired into full-time teaching positions before the end of their first year of the program, they may become ineligible to remain in the Residency and will not be guaranteed Residency tuition pricing. Out of pocket tuition costs may increase to \$9,000 in these cases.

Residents will be responsible for all certification-related costs, including testing fees.

Partnership Communication

Relay's Dean and Partner's Director of Innovation as referenced in Notices and Contact Persons section of this MOA, will be the point-persons for all communication regarding the Residency. The parties will participate in weekly check-ins to discuss Residents' progress, upcoming coursework, and other relevant data. The parties agree to engage in regular communication on an as needed basis and to provide each other with timely responses.

Videotaping in the Classroom

To support Residents in submitting video assessments, Partner will permit Residents to videotape in their PK-12 classroom throughout their enrollment in the program. Partner will assist Residents in obtaining all required media releases. Partner agrees to exclude from their videotaping any students whose parent/guardian has refused to sign a media release. Relay acknowledges and understands that it may only use the videotape or any other recordings submitted by Residents under this MOA for the purpose of evaluating Residents' progress in the Residency, and that it is prohibited from using such videotape or other recordings for any commercial or non-educational purpose. Relay shall destroy any such videotape or recording

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immediately once it is no longer relevant to the evaluation of the Resident or upon the Resident's exit from the Residency, whichever is sooner.

Data and Reporting

Partner will allow Residents to submit PK-12 student test data to Relay for PK-12 students taught by Residents, and will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) when sharing the information. Partner agrees to share PK-12 student data with Relay annually, including state test scores, while Residents are still employed at Partner, including after they graduate from Relay. Partner may also be asked to share additional PK-12 assessment or attendance data while Residents are still employed at Partner, including after they graduate from Relay.

Partner considers Relay's provision of teacher certification training and instructional services under this MOA a Partner institutional service or function. Accordingly, and due to Relay's legitimate educational interests in the above-referenced records, Partner is able to share personally identifiable information (PII) from the above-referenced records to Relay in order to fulfill that institutional service or function. Pursuant to 34 CFR § 99.31(a)(1)(i)(B), Relay acknowledges that (i) it has been outsourced an institutional service or function of Partner under this MOA; (ii) it is considered a "school official" for purposes of providing such institutional service or function under this MOA; (iii) it is under the direct control of Partner with respect to the use and maintenance of all PII it will have access to under this MOA; 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 MOA. According to 34 CFR § 99.33(a), Relay must (1) not disclose any PII it may have access to under this MOA 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 (2) ensure that its officers, employees and agents receiving PII under this MOA only use such information for purposes of providing an institutional service or function under this MOA.

Relay agrees to abide by all state and federal laws when collecting data and those data will not be shared externally except in aggregate. Relay will be responsible for reporting data to AmeriCorps and other funders as applicable. Relay's use of the data will be consistent with FERPA.

Relay agrees to provide Partner with any and all reports it generates by virtue of the data collection described in this section. Prior to the publication of any externally distributed reports developed using data provided under this MOA, Relay agrees to send a copy of the proposed report to Partner. Should Partner notify Relay within fourteen (14) days of receipt of the proposed report that PII is contained in the report, Relay agrees to remove the identifying information from the report.

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Relay may gather information about the effectiveness of the Residency by administering confidential surveys to Residents and affected students, but only if DCPS is provided with a copy of the survey questions in advance, the survey administration complies with the Protection of Pupil Rights Amendment (20 U.S.C. 1232(h)), and survey participation is entirely voluntary. Relay agrees it will share all such survey responses with DCPS.

Intellectual Property

Partner understands and acknowledges that Relay creates its own intellectual property (IP)—including but not limited to curricula, instructional materials, multimedia, technologies, software, videos, trademarks, trade names, and logos—and licenses others' IP in order to deliver its educational programs. Partner agrees that Relay (and/or its licensors) retain all right, title, and interest in and to the IP that Relay provides to Partner and its Residents. Relay makes this IP available to Partner's Residents through a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license solely for Residents' personal, noncommercial, educational use while enrolled in Relay's programs. Partner agrees that neither it nor its Residents shall distribute, make derivative works from, or otherwise make available Relay's or its licensors' IP for any other purpose. Partner understands and acknowledges that Relay may revoke this limited license at Relay's sole discretion. Other than as expressly set forth here, no license or other rights in Relay's or its licensors' IP are granted to Partner or its Residents, and all such rights are hereby expressly reserved.

Background Check Requirements

Relay will ensure all of its employees, contractors, volunteers and other personnel providing services under this MOA (Relay Personnel) submit to any background check required by Partner 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 thereafter, including D.C. Mun. Regs. Subt. 6-B § 412, *et. seq.* (2011). Relay shall also ensure that all Relay Personnel who have not submitted to any Partner-required background check are restricted from serving in positions affording such individuals unsupervised direct access to Partner students and that such persons at all times avoid unsupervised direct contact with such students.

Use Agreements

Relay's authorization to access and use any Partner facility space, including for the holding of Deliberate Practice sessions as discussed below, may be conditioned upon Relay first applying for and obtaining a Use Agreement if required by the Office of Realty in the Department of General Services (DGS Realty). Partner 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.

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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. The parties agree to immediately notify each other if their contact person changes.

To Partner:

Paige Hoffman
Director of Innovation
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
(202) 460-9567
Paige.Hoffman@dc.gov

To Relay:

Brooke Buerkle James
Dean, Relay Washington, DC
Relay Washington, DC
1140 2nd Street, NE Suite 200
(212) 222-1888
bjames@relay.edu
dc@relay.edu

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. Any disputes related to this MOA shall be adjudicated in the courts of the District of Columbia.

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RESIDENCY OVERVIEW

Resident Advisor Selection and Training

Partner will recruit and select teachers to serve as Resident Advisors (RAs) in collaboration with Relay faculty. RAs will have a history of strong student achievement results and performance in the PK-12 classroom. RAs will be matched one-on-one with Residents seeking certification in their own certification area. Relay will provide RAs with access to relevant Relay coursework, Relay's online video library of relevant teaching practices, and Relay's digital library. In addition, RAs will attend a summer training session (date TBD), with optional sessions, during the school year. RAs will not be required to attend any training sessions at any time when they would otherwise be teaching on behalf of Partner. If Relay determines at any point that the RA is unfit to support and mentor Residents, Relay reserves the right to request that Partner removes the RA from his or her role.

Resident Advisory Responsibilities

Residents will spend at least one period per school day in the RA's classrooms. RAs will model best teaching practices, provide guidance on school culture and systems, and meet with Residents a minimum of once per week to provide support. RAs will communicate Residents' progress to the Relay Dean a minimum of five times throughout the year, corresponding to the times Residents participate in Gateway Assessments (Gateways), discussed below.

Partner Commitments to Relay Teaching Residency

Required Partner commitments to the Relay Teaching Residency include:

- Partner provides Residents with a strong RA who has the time and expertise required to mentor and coach an aspiring teacher.
- Partner stresses to RAs the importance of a weekly common planning time for Residents to meet with their RA, and takes reasonable efforts, subject to scheduling issues, to provide opportunities for such weekly planning time.
- Partner requires Residents to remain enrolled at Relay for the duration of the two-year program; provided Residents remain employed with Partner.
- Partner provides Residents with gradually increasing responsibilities, as their development allows, until Residents are hired to full-time teaching positions. For purpose of clarification, this MOA does not require Partner to hire Residents into full-time teaching positions at the conclusion of their first year in the Residency; such hiring decisions are in Partners sole discretion.
- Partner explains to Residents that in order to maintain their AmeriCorps Segal Education Award, they must remain in a residency role during the first school year and not become the full-time teachers of record prior to the end of the first school year in the Residency.

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- Partner requires Residents to attend pre-service summer training the summer before their first Residency year. Relay and Partner will take reasonable efforts to ensure that such trainings do not conflict with any regular Partner professional development.
- Partner requires Residents to attend all Relay class and Deliberate Practice sessions.
 - Deliberate Practice sessions are held for two hours per week after school hours for the first school year of the Residency. Relay will take all possible steps to schedule Deliberate Practice at a time conducive for Partners, but cannot guarantee Partners' first choice scheduling preferences.
- Partner requires Residents to attend Summer 2 training during the summer before their second year in the program. Relay and Partner will take reasonable efforts to ensure that Summer 2 training does not conflict with any regular Partner professional development.
- Partner notifies Relay of any change in Residents' teaching placement/certification areas. This includes a change in grade teaching, subject teaching, and/or teaching position title or responsibilities.
- Partner shares data with Relay in accordance with the Data and Reporting section of this MOA .

Resident Management and Support

Partner will designate an on-campus manager for each Resident, and share this information with Relay before the start of the fall term.

Summer Intensive

Residents will participate in a summer intensive prior to their first school year in the Relay program. For SY17-18, all Residents will be required to attend a 4 day-long summer program, date TBD. Relay will work with Partner to align dates with Partner and campus-specific training, to the greatest extent possible.

Deliberate Practice Sessions

Attendance at Deliberate Practice sessions is mandatory for all Residents in Year 1. Deliberate Practice sessions will be held approximately every week of the academic year, with exact dates and times to be determined. Deliberate Practice sessions will be taught by Relay faculty. Deliberate Practice sessions will be held after school hours at a time TBD and will occur weekly at this time until the end of the school year. Sessions will be held at a central location. Relay will provide a calendar of Deliberate Practice sessions no later than June 1, 2017. Deliberate Practice session dates and times are subject to change.

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Graduate Coursework

Residents will complete M.A.T. coursework and will attend in-person class sessions, taught by Relay and at a location determined by Relay, approximately four times per month (four weeknights), which will continue through both years of the program. Residents will make satisfactory academic progress as defined by Relay across all Relay assessments and observations. Failing to make satisfactory academic progress for two consecutive terms may trigger a performance review and possible exit from the program. Relay agrees to provide DCPS with data collected regarding individual Resident performance upon request. Relay will provide a calendar of Relay class sessions no later than June 1, 2017. Class dates and times are subject to change.

Gateway Assessments

In addition to Relay coursework, Residents' progress will be evaluated through five Gateways designed to measure Residents' development in key skills and practices. Dates for the Gateways will be shared with Partner no later than August 1, 2017. Relay faculty, RAs, and Partner point-person will determine the Residents' progress on the gateway in one of three categories: proficient, struggling, and failing. Residents who fail gateways may trigger a performance review and improvement plan managed by the employing school.

Partner Job Performance

As Residents are to be considered full-time Partner employees during the course of the Residency, Residents will be subject to Partner evaluations of their employment in accordance with regular Partner practices. Should Partner terminate a Resident's employment for any reason, including job performance, Relay may allow the individual to continue his or her Residency upon securing employment at another partner school district or local education agency.

Year 2 for Teachers and Residents

The Relay Teaching Residency is a two-year program. As part of Gateway 5, Partner may identify appropriate full-time teaching placement for Residents at the conclusion of the first year of the program. Partner will continue to support Residents who are hired into full-time teaching placements in Relay coursework during their second year as graduate students. Upon successful completion of year 2 of the Residency and associated coursework, Residents are awarded a Master's of Arts in Teaching degree from Relay.

AMERICORPS OVERVIEW

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The Relay Teaching Residency is an AmeriCorps-sponsored program. All Residents admitted into the program are expected to apply to become AmeriCorps members, if applicable.

AmeriCorps Application

Partner recognizes that the Relay Residency Program is an AmeriCorps-sponsored program. Relay will manage all AmeriCorps-related paperwork and applications to ensure that Residents are enrolled as corps members for each participating school year. Partner will support its candidates in all the requirements for full and active participation in an AmeriCorps program, including completing the AmeriCorps service membership application process, providing participants with RAs, and engaging in regular and frequent communication with Relay's AmeriCorps program regarding enrollment, mid-year evaluations, and exit processes for Residents. **If Partner is unable to support a candidate in applying for an AmeriCorps membership, the candidate will lose his or her Relay scholarship, and Residents will be required to pay the balance of their tuition.**

Criminal History Checks

As AmeriCorps members, all Residents must pass a three-part criminal history check. Residents will undergo FBI and state checks, as Partner employees, that are in compliance with AmeriCorps regulations. Relay will conduct the National Sex Offender Registry check. Criminal history checks must be initiated before Residents begin service. Partner agrees to verify its Residents' identification using a government-issued photo ID and obtain and maintain written consent from Residents before initiating criminal history checks. Partner agrees to share documentation of consent and identity verification with Relay if necessary. Partner agrees to review the FBI/state check results from the state repository for Residents and make a hiring decision in line with Partner policy. Partner will provide Residents appropriate due process to appeal the result, if requested. Partner acknowledges that any individual who is registered, or required to be registered, on a sex offender registry or who was convicted of murder or arson will not be cleared to participate in the Residency. Partner agrees to forward a copy of the clearance letter from the state for Residents to Relay, and keep the original copy in the Resident's personnel file on site. In accordance with D.C. Code § 4-1501.08, Partner shall only disclose background check results to Relay if provided with written authorization from the affected Resident.

Prohibited Activities for AmeriCorps Members

AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Partner agrees to act in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps and agrees not to ask Residents to participate in activities

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prohibited for AmeriCorps members. As defined by AmeriCorps, prohibited activities which Partner agrees not to ask Residents to participate in while representing AmeriCorps (e.g. wearing clothing with the AmeriCorps logo) include:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- Providing a direct benefit to:
 - A business organized for profit;
 - A labor union;
 - A partisan political organization; or
 - A religious organization;
- Conducting a voter registration drive or using Corporation for National and Community Service (CNCS) funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as CNCS may prohibit.

Additional AmeriCorps Regulations

Partner agrees to comply with all other AmeriCorps regulations, including the following:

1. Ensure that Residents do not, under any circumstance, perform services, duties, or activities that are assigned to an employee or to an employee who has recently resigned or been terminated. Residents cannot serve Partner in a way that will displace an employee or position or infringe upon an employee's promotional opportunities.
2. Ensure that all service sites are accessible to persons with disabilities and provide reasonable accommodations to the known intellectual or physical disabilities of Residents. All hiring must be made without regard to the need to provide reasonable accommodations.
3. Ensure that Residents are not fundraising for the Partner general operating budget or endowment.
4. Allow Residents to hang a small sign, no larger than 8" x 11", containing the AmeriCorps logo and the slogan "AmeriCorps serving here" on one wall of their

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classrooms, provided the signs do not interfere with the placement of instructional or other informational materials. Allow Residents to wear the AmeriCorps logo as required by state grants. This can be a pin or lanyard and does not need to violate Partner's professional dress code.

5. When speaking of the Residency, identify Residents as AmeriCorps members and school locations as AmeriCorps service sites. Provide Residents a full-time salary and benefits to which regular full-time employees are entitled, including healthcare, vacation, and sick-leave.

Nondiscrimination

General Prohibition: No person with responsibilities in the operation of the Residency, whether affiliated with Partner or Relay, shall discriminate against Residents, or member of the staff of, or beneficiary of the project on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, political affiliation, marital or parental status, military service, or any other basis prohibited by federal, state or local law.

Sexual Harassment: Sexual Harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. Partner must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include, but are not limited to:

1. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether Partner, its agents, or supervisory employees should have known of the acts.
2. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
3. Acts of sexual harassment toward fellow Residents, Partner employees, or non-employees, where Partner, its agent, or its supervisory employees knew or should have known about the conduct, unless it took immediate and appropriate corrective action.

Drug-Free Workplace

In accordance with the Federal Drug-Free Workplace Act of 1988, Relay and Partner are jointly committed to maintaining a drug- and alcohol-free environment. Partner affirms that:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of services.

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2. Actions, including termination from the Residency, may be taken against Residents for violations of such prohibitions. If it is determined that Residents possessed, or possess, or used illegal drugs during the Residency and/or was under the influence of alcoholic beverages during service, they will be subject to dismissal from the Residency.
3. Partner affirms that it will notify Relay immediately if Residents are convicted of a drug offense or of being under the influence of alcohol while performing their duties during the Residency.
4. As part of new member orientation, Partner will inform Residents of these provisions and consequences for noncompliance.

Time Keeping and AmeriCorps Paperwork

Partner acknowledges that all Residents must engage in meaningful service at their school (e.g. co-teaching, lesson planning, leading small groups, supervising activities, etc.) for at least **1,700 hours** each year in order to receive their AmeriCorps Education Award. Partner must provide Residents adequate opportunities to satisfy this requirement. Partner agrees to collaborate with Relay to ensure that hours are verified and tracked according to AmeriCorps timekeeping requirements. School agrees to complete and submit a signed record of satisfactory performance, attendance, and AmeriCorps term completion to Relay at the end of each term. Relay will provide the template for this memo. Partner will ensure Residents complete any/all requested AmeriCorps paperwork in a timely manner, including but not limited to assessments and exit paperwork.

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By signing this form, the Partner and Relay agree to the above terms.

Relay Graduate School of Education	District of Columbia Public Schools
	
Signature	Signature
Pamela Inbasekaran	Antwan Wilson
Print Name	Print Name
Chief Operating Officer	Chancellor
Title	Title
<u>3/3/2017</u>	9/13/2017
Date	Date

RELAY/GSE

APPENDIX A: NON-MATRICULATED STUDENT POLICY

Policy & FAQ: Non-Matriculated Status at Relay (Due to Low Undergraduate GPA)

Admissions 2017 (for students applying to a 2017-18 Relay MAT and/or Teacher Certification program)

Policy Headlines

1. Applicants who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated (i.e., non-matric) status.
2. **When a student is non-matric, there are significant academic, financial, and certification implications (outlined below). Most notably, non-matrics are not earning credit, not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment.**
3. **Before they can matriculate, non-matric students must**
 - a. **submit proof to Relay of completing all certification requirements (e.g., pass exams and workshops) if they are joining a Relay program leading to certification; and**
 - b. **end the fall or spring term in good academic standing.**
4. Given those implications, applicants should very carefully consider whether or not the non-matric option is right for them. It is strongly recommended that applicants consult the schools where they will be teaching and/or their sponsoring organization about this decision.

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Policy FAQ

Question	Answer
<p>1. Who does the non-matric policy apply to?</p>	<ul style="list-style-type: none"> Applicants whose undergraduate GPA is below a 2.75 are not eligible to matriculate at Relay. Applicants whose undergraduate GPA is at least a 2.5, but below a 2.75, may be eligible for non-matric status.
<p>2. What are the implications of being a non-matric?</p>	<p><i>Below are the academic, certification, and financial implications of being non-matric at Relay. Read the next section for how those implications change should a student matriculate.</i></p> <p>Academic Implications</p> <ul style="list-style-type: none"> A student takes coursework (e.g., attends class and completes online coursework and assignments). A student does not earn credit. A student is not working towards a degree (for those joining a degree track). <p>Certification Implications (for those joining a program leading to certification)</p> <ul style="list-style-type: none"> A student is not eligible to be recommended for certification and cannot obtain certification. The student must complete all certification requirements (e.g., pass exams and workshops) before they can matriculate. <p>Financial Implications</p> <ul style="list-style-type: none"> A student is not eligible for federal financial aid (i.e., Title IV federal loans and TEACH grants). A student is not eligible to receive in-school deferment for pre-existing student loans. A student must be prepared to pay tuition and fees out of pocket, as well as make payments on any pre-existing student loans. A student will not receive a 1098-T.
<p>3. What happens after a non-matric student matriculates?</p>	<ul style="list-style-type: none"> A student earns all credit for coursework completed for their program prior to matriculation. A student is now working towards a degree (for those joining a degree track). A student may be eligible for certification upon satisfying state and Relay requirements (for those joining a program leading to certification).

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	<ul style="list-style-type: none"> • A student becomes eligible to apply for Title IV federal financial aid (for those in a Relay program and campus eligible for financial aid).
<p>4. How does a non-matric student matriculate?</p>	<ul style="list-style-type: none"> • Finish the first fall or spring term in good academic standing (as defined in Relay Program Guide), according to their Dean’s Office end of term progress report; AND • Provide official proof to Relay, through processes shared by their Dean’s Office, that they satisfied all state certification requirements for their program (e.g., pass all exams and workshops). This requirement applies only to those in programs requiring certification.
<p>5. When can a non-matriculated student matriculate?</p>	<ul style="list-style-type: none"> • Students must end the academic term in good academic standing to matriculate. Those joining a Relay program leading to certification must submit proof to Relay of completing all certification requirements (e.g., pass exams and workshops) before they can matriculate. • Students have the opportunity to matriculate on two separate occasions during their first year at Relay. • The first opportunity is at the end of the first fall term (January 16, 2018). <ol style="list-style-type: none"> a. If students do not meet the end of fall academic and certification matriculation standards, students may continue to the spring term as non-matric. However, if students’ end-of-term academic performance is at or below the bar for dismissal, students will be dismissed and will not will not have earned credit for any coursework. <ul style="list-style-type: none"> • The second opportunity is at the end of the spring term (June 11, 2018). . If students do not meet the end of spring academic and certification matriculation standards, students will be dismissed from Relay. Students will not have earned credit for any coursework. <ul style="list-style-type: none"> • Students do not have the opportunity to matriculate between terms.
<p>6. How does an applicant apply to be a non-matric?</p>	<ul style="list-style-type: none"> • Complete the same admissions application and process as matriculated students here. • Ensure the official transcript demonstrating proof of a bachelor’s degree reflects at least a 2.5 undergraduate GPA and submit that with the online application. • Upload a second recommendation on the online application by the application deadline.

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	<ul style="list-style-type: none">• Make a plan in collaboration with the applicant’s PK-12 school of employment.• Sign and date the bottom of this document and upload it onto the admissions portal.
7. Are applicants whose undergraduate GPA is below a 2.5 eligible to be a non-matric?	<ul style="list-style-type: none">• Unfortunately, applicants whose undergraduate GPA is below a 2.5 are ineligible for enrollment in a Relay MAT or teacher certification track.

APPENDIX B: CAMPUS CERTIFICATION POLICY

The Office of the State Superintendent of Education requires teachers to complete an approved teacher preparation program in the applicable teaching subject area/grade level and to achieve passing scores for the DC-required basic skills and subject content exams in order to gain an **Initial Credential** certification. As such, Residents must pass these exams (also referred to as the Praxis I (basic skills) and II (subject content) by the end of the Spring Term of the first year (Spring 1) in order to gain certification via Relay.

Additionally, Residents must pass the Praxis III (pedagogy) for a **Standard Credential** by the end of their second Spring Term (Spring 2).

Relay will communicate a recommended testing schedule, such that Residents can take the exams with the rest of their cohort or they may take tests earlier, on their own schedule.

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Appendix C: Participating DCPS Schools

Amidon-Bowen ES

Bruce Monroe ES

Drew ES

Hyde Addison ES

Ketcham ES

LaSalle-Backus EC

Mann ES

Maury ES

Moten ES

Noyes ES

Patterson ES

SWW @ Francis-Stevens ES

Thomas ES

Truesdell EC

Memorandum of Understanding

between

**Strategic Education Research Partnership Institute
("SERP")**

and

[district]

I. Purpose and Scope

The purpose of this Memorandum of Understanding ("MOU") is to identify the roles and responsibilities of each party as they relate to all aspects of participation in the research study "Building Capacity to Support Struggling Adolescent Readers" (the "study").

II. MOU Term

The term of this MOU is the period within which the parties shall perform their responsibilities under this MOU. The term commences January 1, 2018 and terminates June 30, 2021.

III. SERP Responsibilities

SERP shall conduct the study in compliance with all applicable state and federal laws, rules, and regulations, including all relevant U.S. Education Department General Administrative Regulations ("EDGAR") and terms and conditions of SERP's Grant # U411B170043 from the U.S. Department of Education ("Grant").

SERP shall undertake the following activities during the MOU term to support the Strategic Adolescent Reading Intervention ("STARI"), 2018-2021

SERP will:

1. Provide all STARI materials for participating teachers and students each of the three years (2018-19, 2019-20, 2020-21)
2. Offer a monthly professional learning community course in school year 2018-19 and 2019-20 for 1st and 2nd year STARI teachers
3. Provide 1st and 2nd year STARI teachers with a \$500 stipend per semester for attending PLCs and implementing STARI with fidelity; 3rd year STARI teachers (in 2020-21) will receive \$250 per semester for participation in quarterly network meetings (no PLC commitment)

4. Provide coaching (classroom observations, feedback meetings, modeling lessons, etc.) from trained STARI coaches for all participating teachers during each of the three years (2018-19, 2019-20, 2020-21)
5. Provide a three-day STARI Summer Institute for first-year teachers in summer 2018 and summer 2019
6. Offer a \$200 stipend for first-year teachers who attend the entire STARI Summer Institute
7. Provide training, and fund 50% time, of district-based coaches in 2019-20 and 2020-21
8. Ensure that MDRC provides participating [schools or school-based data collection liaisons] with a \$600 payment to support data collection activities; MDRC will make a payment of \$100 at the end of school year 2018-19, \$250 at the end of school year 2019-20, and \$250 at the end of school year 2020-21, following the satisfactory completion of data collection activities associated with that school year.

IV. MDRC Responsibilities

MDRC, a non-profit and non-partisan social policy research organization, will conduct an independent evaluation of the impact and implementation of STARI in the participating schools. MDRC 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. The impact of STARI will be evaluated for students who receive it in SY 2019-20 and SY 2020-21 (the second and third year of implementation).

- Research Approvals: MDRC will obtain approval for the study from the school district's Institutional Review Board or research review committee. MDRC will follow district policies for data collection.
- Lotteries: Students will be eligible for STARI if they are reading below grade level. Upon receiving a list of eligible students from each school, MDRC will use grade-level lotteries as a fair way to select which students will get STARI for one school year, because more students will be eligible than can be served. Ideally, these lotteries will happen prior to the start of each school year, so that STARI classes can start on time. Those students not selected for STARI will receive one of the other classes being offered at the school (another literacy intervention, a general academic support class, or a non-academic elective). Students not selected for STARI will be included in the following year's lottery, so they will have another opportunity to receive it if they are still eligible. Additionally, some discretionary spots in the STARI classes will be reserved for students that schools wish to exclude from the lottery.
- Parent consent: The research team will seek parental consent for study participation (collecting student records data from the district and administering a reading test and survey) for all students eligible for STARI in SY 2019-20 and SY 2020-21; parental consent will be either active or passive, depending on district regulations. The research team will work with each school to figure out the most suitable and minimally burdensome approach for distributing information about the study and the consent form to parents. MDRC will prepare the parental consent materials and FAQs about the study for school staff and will be available to answer questions from parents and staff about the study. (Students without

parental consent will not be included in the study, but they will still be eligible for STARI and included in the lottery.)

- Reading test and survey: During non-instructional time, trained research staff will administer a reading test (the RISE) and a survey about students' reading activities/behaviors to a randomly selected subsample of students with parental consent, in the spring of 2020 and 2021. MDRC will work with schools to schedule an appropriate time and location for this data collection.
- School records requests: MDRC will request the individual records of students for whom parental consent has been obtained from the district research office. MDRC will issue a payment for these data if the district has a fee for data extraction.
- Site visits to evaluate fidelity: MDRC will conduct site visits to a subsample of districts and schools during the project period. During the visits, the study team will observe STARI classrooms as well as any other literacy-focused classes offered during the STARI period. The study team will also conduct a focus group with STARI teachers and a focus group with the teachers of other literacy-focused classes. MDRC will work with schools to schedule the site visits and focus groups. MDRC staff will obtain consent from teachers to observe their classrooms and for their participation in the focus groups. MDRC will also obtain the necessary security clearance to enter schools. MDRC will give each teacher participating in the focus groups a \$25 gift card (if the school district does not allow incentives for individual teachers, a donation will be made to their classroom or school).
- STARI coach interviews: During the study, MDRC will conduct annual phone interviews with the district's STARI coaches to learn more about the implementation of STARI. MDRC will obtain verbal consent from the coaches for their participation in these interviews.

Plan for the Protection and Privacy of Data

MDRC will conduct its research activities in accordance with all relevant regulations and requirements, including the Privacy Act, the Family Education Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment.

MDRC has extensive experience in the collection and protection of data, and all research staff have been trained in the meaning of confidentiality. All MDRC research staff and any data collection sub-contractors also sign confidentiality agreements that emphasize the importance of confidentiality and specify employees' obligations to maintain it. MDRC also has a Chief Data Security Officer who provides oversight and guidance on data protection.

Several steps will be taken to protect the confidentiality of the data collected for the evaluation:

- All files used for the analysis will be stripped of personally identifiable information (PII) and replaced with an encrypted research ID. A crosswalk mapping PII with the research ID will be stored on a secure server and access will be limited to a small number of individuals on the study team.
- Access to hard copy documents will be strictly limited. Documents will be stored in locked files and cabinets. Discarded materials will be shredded.

- Access to electronic files will be protected by secure usernames and passwords, which are only available to approved users. Access to identifying information will be limited to those who have direct responsibility for providing and maintaining the sample crosswalk.
- Findings in reports or in presentations will be reported in aggregate. Individual students or staff will never be identified in the reports.

After the study is completed, as required by the EIR grant, the study team will create a restricted access file of the data collected and submit that file to a data archive, such as the University of Michigan’s Institute for Social Research. This file will have been stripped of all student and staff personal identifiers. An early version of the restricted access file will also be shared with SERP before the end of the grant, so that SERP can conduct analyses to inform program design and continuous improvement. Data will be encrypted and shared with SERP via a secure server.

MDRC will keep PII for students for 10 years on a secure server, so that students can be followed through to high school graduation if a longer-term follow-up for the study is ever funded. After that time, the data will be destroyed using an appropriate fail-safe method, including physical destruction of the media itself or destruction of the contents of electronic media on MDRC servers.

V. School and District Responsibilities

The districts shall participate in the study in compliance with all applicable state and federal laws, rules, and regulations. SERP bears full responsibility for communicating in this MOU all terms and conditions of the grant that apply to the district.

The district shall undertake the following activities during the MOU term:

- Facilitate the selection of schools for participation in each year of the study
- Facilitate the selection of teachers for participation in STARI
- Facilitate the scheduling of professional development to ensure maximum attendance of teachers and administrators participating in the study
- Facilitate the scheduling of STARI classes to take place during a regular class period during the regular school day
- Endorse the administration of assessments required in each year of the study
- Endorse the use of random assignment of eligible students to the STARI curriculum
- Site Liaison: Each school will identify a “site liaison” who will assist MDRC with planning the study activities. Each site liaison will receive \$600 (\$100 in SY 2018-19 and \$250 per year in SY 2019-20 and SY 2020-21) for their assistance. If the school district does not allow payments to school staff, a donation will be made to the school. The site liaison will work with MDRC to coordinate the following activities:
 - *Lotteries*: Before the start of each school year (previous spring or summer), each school will identify students who are eligible for STARI (students who are not proficient on the state or district English Languages Arts assessment). Schools will provide lists of eligible students to MDRC for the purpose of conducting the lotteries.

- *Parent consent:* Each school will work with MDRC to figure out a process for obtaining parental consent, which will include: identifying a method for distributing information about the study and the consent forms to students' parents; identifying a secure location(s) where parents can return the forms at the school; and identifying opportunities for sending reminders to parents to return the forms. Schools will also advise MDRC on the languages in which the study materials should be provided to parents.
- *Data collection:* Each school will work with MDRC to identify an appropriate time/location for administering the reading test and student survey. If a school is selected for a site visit, they will work with MDRC to reach out to teachers and schedule the visits.
- **Student records:** Upon request by MDRC, the district will provide MDRC with the records of students with parental consent, including:
 - *Student characteristics:* Demographic information about the students, including their gender, race or ethnicity, and grade level, as well as their eligibility for special programs such as free or reduced price meals, English Language learner programs, and services for students with disabilities. This information will be used to describe the characteristics of students in the study.
 - *Test scores and course transcripts:* Students' scores on state tests in English Language Arts (ELA), math, social studies, and science; their scores on other tests that the district uses to measure student achievement; and students' grades in their classes and whether they passed or failed. MDRC will be requesting these data for SY 2018-19 (the year before the impact study begins), SY 2019-20, and SY 2020-21. This information will be used to look at students' academic performance before they became eligible for STARI, and to examine whether STARI is improving students' academic success.
 - *Attendance:* Students' school enrollment and their daily attendance records in the years of the impact study (SY 2019-20 and 2020-21). This information will be used to look at how much time students spent in classes where they were provided with extra reading support.

VI. Publication

The district acknowledges that SERP will report results of research studies conducted as part of the Grant to the U.S. Department of Education under the terms of the Grant and will publish articles concerning the study in professional journals. SERP shall not report results of the study with reference to the District or any school participating in the study.

VII. Modification and Termination

Both parties acknowledge that the study requires three years of participation by each of the schools selected in order for successful completion. Both parties enter into this MOU with the expectation of a three-year commitment to its terms. However, either party may cancel or

terminate this MOU without cause by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements. This MOU may be modified only in a writing signed by authorized representatives of both parties.

VIII. Miscellaneous Provisions

This MOU may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The parties may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

In the event of a dispute between the parties arising under or relating to the MOU, the parties shall attempt to resolve such dispute in good faith. Upon failure of the parties to reach agreement with respect to such dispute, the parties may submit the dispute to non-binding mediation.

All notices and other notifications given or made pursuant to this MOU shall be in writing, addressed to the receiving party at the address set forth below (as it may be modified by proper notice) and shall be effective (a) when delivered or tendered in person and a written receipt confirms such delivery; (b) if telecopied, when receipt confirmed; (c) if sent by certified mail (return receipt requested), postage pre-paid, five business days after being sent; or (d) if sent by reputable overnight courier, postage prepaid, two business days after being so sent:

If to SERP:

SERP Institute
1100 Connecticut Ave Suite 1310
Washington, D.C. 20036
Attn: Margaret Troyer, Project Director
Phone: 202-223-8555
Email: mtroyer@serpinstitute.org

If to the district:

IX. Effective Date and Signature

This MOU shall be effective upon the signature of authorized officials from both organizations. It shall be in force from January 1, 2018 to June 30, 2021. Both parties indicate agreement with this MOU by their signatures.

Signatures and dates

<hr/> <i>[Authorized signature from SERP Institute]</i>	<hr/> <i>[Authorized signature from ___ Public Schools]</i>
<hr/> M. Suzanne Donovan, Ph.D. Executive Director	<hr/> [Insert name and title of signatory]
<hr/> Date:	<hr/> Date



**AGREEMENT BETWEEN DCPS AND [SCHOOL PROGRAM PROVIDER]
FOR [BRIEF DESCRIPTION OF ON SITE PROGRAM, I.E. "AFTER SCHOOL ATHLETICS"]**

This DCPS School Program Provider Agreement ("Agreement") is entered into between the District of Columbia Public Schools ("DCPS") and **Provider** ("Provider"), collectively referred to herein as the "Parties." This Agreement sets forth the terms and conditions governing Provider furnishing DCPS students with the services described in Section 4 below while on DCPS property at particular DCPS schools or facilities ("Location" or "DCPS Location"). This Agreement is effective as of **Date** ("Effective Date"). Providers can only start services upon receipt of the signed Agreement.

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:

1. **Term.** This Agreement shall commence as of the Effective Date and shall continue for three (3) school years thereafter, concluding on the last day of the DCPS academic calendar for the third school year, or until terminated according to Section 4c or Section 9 hereof, whichever occurs first.
2. **Funding.** No funding commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this Agreement. Any activity for which Provider shall be compensated by DCPS must be outlined in a separate purchase order or agreement.
3. **Responsibilities of DCPS.** DCPS agrees to:
 - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.c below and align the services with applicable DCPS standards, goals and priorities;
- b. Use the space in the applicable DCPS Location in order to provide the services explained in subsection 4.c below;
- c. Provide the following services for DCPS:
 - i. **[Enter program description here, such as the content of the program (literacy, cooking, behavioral supports, etc.), the grade bands being served (early childhood, elementary, middle, high school, etc.), whether the program is being conducted during the school day, before school, or after school, and any other important elements of your program.**

TIP: Leave this description broad enough to allow for the partnership to evolve during the three years of the Agreement. For example, do not list specific schools or the number of students if that might change during the term of the Agreement.]
- d. Provide reasonable accommodations to allow students with disabilities to participate effectively in the activities offered, and consult with the school's teachers/administrators on how to best serve the students; and
- e. Submit signed Use Agreements to the Office of Realty in the Department of General Services to ensure accurate billing for rental, custodial services, and security fees (if applicable).
- f. Comply with all applicable federal and local laws and regulations, as well as DCPS policies including, but not limited to, those related to discipline, sexual harassment, mandatory reporting, grievances, and school safety. Allow DCPS unrestricted access to observe, monitor, and evaluate Provider's compliance with this Agreement, including during the provision of services described in Section 4(c). DCPS may conduct such observation, monitoring, and evaluation through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.

5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").

- b. Provider will, upon request, share with DCPS its student-specific program records for the purpose of tracking the performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by the Office of Data and Strategy (ODS) to request student-specific education records from DCPS or Location(s). Unless Provider presents DCPS with a valid FERPA authorization to disclose form signed by the relevant parent/guardian, Provider will be required to follow ODS data access instructions in order to receive any student-specific education records from DCPS or Location(s). Provider should contact ODS for a full description of these procedures if it will be requesting student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. Background Checks.

- a. Provider shall ensure all of its employees, contractors and volunteers providing services under this Agreement ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised direct access to DCPS students participating in this program and that such persons at all times avoid unsupervised direct contact with such students.
- b. Provider shall ensure that any Provider Personnel engaging in the transport of DCPS students under this Agreement consent and submit to a DCPS initiated traffic record check, in accordance with 6-B DCMR § 410, 419, and 420. DCPS reserves the right to deny any individual the ability to transport its students under this Agreement based on its own review of the individual's traffic record and determination of whether, considering the totality of the circumstances, that individual is suitable to provide such services.

- 7. Donation Process.** DCPS considers any in-kind services provided by Provider under this Agreement valuable to its authorized duties and responsibilities as a District of Columbia government agency. Where DCPS is not paying the services provided under this Agreement pursuant to some other agreement or purchase order as noted in Section 2, then in accordance with D.C. Official Code § 1-329.01 and the District of Columbia

Mayor's Memorandum #2015-001 (July 21, 2015), all such services must be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

8. **Compliance with Applicable Law.** Provider shall comply with all applicable laws, rules and regulations related to the program and its obligations under this Agreement whether now in force or hereafter enacted or promulgated. In addition, 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 Agreement. Provider shall ensure that at no time during the term of this Agreement it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
9. **Termination.** This Agreement may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment A. DCPS may also terminate this Agreement following review of Provider's reapplication for continued collaboration with DCPS as referenced in Section 18 of this Agreement. This Agreement may be terminated at any time by the agreement of both parties.
10. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials in a manner which states or implies support for or an endorsement of Provider by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this Agreement before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this Agreement.
11. **Media Consent Forms.** Provider and DCPS agree to work together to obtain fully executed version of any required media consent forms in advance of Provider's use of student images and recordings in any medium and for any purpose whatsoever.
12. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips. Both parties will collaborate to ensure that all children that require administration of medication during a program field trip have a Medication Plan on file with the Provider and the DCPS location, and that any and all medication administered during the trip is done so in accordance with the requirements of 22-B DCMR § 610. The parties will further collaborate to determine whether any students that wish to participate in a program field trip require

accommodations, and to ensure that reasonable accommodations are secured prior to the start of the trip.

13. 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 any recognized form of communication and by any recognized delivery method to the same parties.

For DCPS:

[Central Office Point of Contact (POC) Name]

[Central Office POC Title]

[Central Office Division or Office]

District of Columbia Public Schools

1200 First Street, NE, **[floor]**

Washington DC 20002

Tel: (202)-**[Central Office POC Phone]**

Fax: (202) **[Central Office POC Fax]**

Email: **[Central Office POC Email]**

For Provider:

[Provider Point of Contact (POC) Name]

[Provider POC Title]

[Provider address]

[Provider telephone]

[Provider Fax]

[Provider email]

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:

Scott Barash
General Counsel, District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
Tel: (202) 442-5168
Fax: (202) 442-5098
Email: scott.barash@dc.gov

14. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this Agreement. All funding necessary to provide any services under this Agreement shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this Agreement requires a financial obligation, DCPS's duty to fulfill all responsibilities 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 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.
15. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the Term or any renewal or extension hereof, shall be at the sole risk and hazard of Provider, with the exception of claims for damages or injury suffered by Provider or Provider Personnel while on DCPS property pursuant to this Agreement caused by the gross negligence or willful misconduct of DCPS employees, officers, agents, and volunteers acting on behalf of DCPS ("DCPS Personnel"). Moreover, Provider hereby agrees to defend, indemnify, and save harmless the District of Columbia government, its agencies (including DCPS), elected/appointed officials, employees, agents, and volunteers, against and from all penalties, claims, actions, damages, injuries, losses, and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider and

Provider Personnel's use and occupancy of Location under this Agreement, and in conducting activities under this Agreement. 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 Provider for any accident, injury, loss, or damage suffered by Provider while Provider is on, upon, or about, or entering or leaving Location at any time during the term of this Agreement or any renewal or extension hereof, resulting from any cause whatsoever, with the exception of any such accident, injury, loss, or damage suffered by Provider as a result of the gross negligence or willful misconduct of DCPS Personnel. All claims, with the exception of such claims resulting from the gross negligence or willful misconduct of DCPS Personnel are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents, and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations, and liabilities under this section shall survive the expiration or earlier termination of this Agreement.

16. Insurance Requirement.

- a. **GENERAL REQUIREMENTS.** Provider at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. Provider 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-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 insured for claims against The Government of the District of Columbia relating to this Agreement, 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 effectuated 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 DCPS 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 performance of this Agreement 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 the Provider and subcontractors.

- i. Commercial General Liability Insurance. Provider 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.

Commercial General Liability Insurance must include athletic participation coverage.

- ii. Automobile Liability Insurance. Provider 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. Workers' Compensation Insurance. Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Agreement is performed.
- iv. Employer's Liability Insurance. Provider 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.
- v. Umbrella or Excess Liability Insurance. Provider 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.

Umbrella or Excess Liability Insurance must include athletic participation coverage.

vi. Professional Liability Insurance (Errors & Omissions). Provider 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 \$1,000,000 annual aggregate.

vii. Sexual/Physical Abuse & Molestation. Provider 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.

viii. Crime Insurance (3rd Party Indemnity). Provider shall provide a 3rd Party Crime policy to cover the dishonest acts of Provider'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.

- a. 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.
- b. DURATION. Provider shall carry all required insurance until all services provided under this Agreement are accepted by the District and shall carry the required coverages for five (5) years following final acceptance of the services provided under this Agreement.
- 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 PROVIDER'S LIABILITY UNDER THIS AGREEMENT.
- d. NOTIFICATION. Provider 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. Provider shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium. Provider will also provide DCPS with an

updated Certificate of Insurance should its insurance coverages renew during the Agreement.

- e. **CERTIFICATES OF INSURANCE.** Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding Agreement. 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, Compliance and Policy

District of Columbia Public Schools

1200 First St, NE Washington, DC 20002

9th Floor

(202) 907-8132

Conchita.Hudson-Hall@dc.gov

DCPS 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 Agreement, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DCPS 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 DCPS on an annual basis as the coverage is renewed (or replaced).

- f. **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 work performed by Provider, its agents, employees, servants or subcontractors in the performance of this Agreement.

- 17. **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 Agreement, with the exception of any such claims arising from the gross negligence or willful misconduct of DCPS Personnel. 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 Agreement or the Program.

18. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set forth in 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.
19. **Provider Reapplication.** Every three (3) years during the course of its relationship with DCPS, or after the end date of the Agreement list in Section 1, Provider must submit a reapplication package for review to the DCPS Office of Family and Public Engagement (OFPE). If OFPE declines to approve the application, DCPS may terminate this Agreement in accordance with Section 9 of this Agreement.
20. **Modifications.** This Agreement may only be amended or modified by a written instrument signed by both Parties.
21. **Status of the Parties and Program Participants.** Nothing in this Agreement 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. Party personnel participating in the program are and shall remain employees of their respective Parties for all purposes and shall not be deemed or considered employees or agents of the other Party.
22. **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.
23. **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.
24. **Entire Agreement.** This Agreement, including any applicable exhibits and applicable purchase orders, 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. In the event of any conflict of terms between this Agreement and any purchase order issued pursuant to this Agreement, the terms of the purchase order prevail.

25. **Other Relationships or Obligations.** This Agreement shall not affect any pre-existing or independent relationships or obligations between the Parties.
26. **Non-Assignable Agreement.** This Agreement cannot be assigned by the Provider.
27. **Headlines; 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.
28. **Applicable Law.** This Agreement and all matters pertaining to this Agreement shall be governed by the law of the District of Columbia, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and DCPS.
29. **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.

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

Amanda Alexander

Interim Chancellor,
District of Columbia Public Schools

Signature of School Program Provider

Date

Date

Attachment A

District of Columbia Public Schools Policy Regarding Termination for Cause of DCPS School Program Provider

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

Procedure

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

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

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

DCPS will allow the Provider five (5) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider

does not respond within this five (5) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

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

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

Q27 Attachment SPP MOAs FY18_Tab 1

School Program Providers with MOAs

Outreach
Educational Dimensions
Field Operations
Career & Life Skills Transition Program
United Planning Organization
Access Awards
Learnin' it GoGo
Innovation Tool for the Performing Arts
Programs
Coupons
Washington Tennis & Education Foundation
Kid Power
Pieces to Masterpieces
Reaffirmed
Certificate Promise
Georgia Avenue Family Support Collaboration
Collofer Tool
Transfer Tool Partners
The Future Project
Metro
Winter Placement
Peaceaid Tools & Tools Conflict Management Program
R
Mentor Program
Asian American
Build Our Kids
Centronia
Kids Wilderness Project
Jane Institute of Washington
Oce Rite in
The Learning Tool
For the Love of Children
Girls on the Run
Global Kids
Investment Services
Latin American Outreach Teen Center
The Latino Student Fund
LearnLife International
Living Classrooms Action Capital Region
The Musician

One Common Unit
Peace and Culture
People and Animals
Planned Parenthood of Metropolitan Washington
Power Potsdam
Reading Partners
Recreation and Leisure Committee/Outreach Tennis and Learning Center
Red Cross of the Chesapeake
Red Cross Board of Education in America
Red Cross of the Chesapeake
Washington Urban League
NatureBridge
Capital Language Center
Lamar Book Store
Senior Community Arts Foundation
Creative First
Camions
Equestrian Girls
Mind Bloom
AnneMakers
Leisure Activities
Generation Code
Green Partners
The Herd Elementary School Teacher Training Program
Georgetown University Center for Social Justice Research and Education Center
Just for Kids
PhotoMat
Ponders Carlisle Learning Center
Multi-cultural Career Intern Program (M-CIP)
National Community Museum
Blue Cross of Maryland
The Creative Writing Center
The Virginia Commonwealth University
The Learning Tree
The iDoes
The Dream Academy
M
Moria Childers Co.
R Foundation
Men and Women

RIDER NO. 1 TO THE SUMMIT LEARNING PROGRAM AGREEMENT

This **RIDER NO. 1** ("Rider No. 1") to the **SUMMIT LEARNING PROGRAM AGREEMENT** amends and supplements that certain **PROGRAM AGREEMENT** (the "Original Program Agreement" and, together with Rider No. 1, the "Program Agreement"), by and between **SUMMIT PUBLIC SCHOOLS**, a California nonprofit public benefit corporation ("Summit"), and **DISTRICT OF COLUMBIA PUBLIC SCHOOLS** (the "Partner School"). The parties hereto do hereby agree as follows:

1. Section 6 (Indemnification) of the Original Program Agreement is deleted in its entirety and replaced with the following:

6. [INTENTIONALLY OMITTED]

2. Section 10 (Governing Law) of the Original Program Agreement is deleted in its entirety and replaced with the following:

10. GOVERNING LAW

This Program Agreement will be governed by and construed in accordance with the laws of the District of Columbia and such federal laws as are applicable to the Partner School.

3. Capitalized terms used herein and not otherwise defined shall have the meaning used in the Original Program Agreement unless otherwise noted.

4. All other provisions of the Original Program Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Rider No. 1, which shall be deemed to be amended appropriately in order to be consistent with this Rider No. 1.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Rider No. 1 as of the date written below.

SUMMIT PUBLIC SCHOOLS

By (Signature):
Name (Printed):
Title:

DISTRICT OF COLUMBIA PUBLIC SCHOOLS,
as **PARTNER SCHOOL**

By (Signature): 
Name (Printed): Amanda Alexander
Title: Interim Chancellor

Dated: July 11, **2018**

SUMMIT LEARNING PROGRAM AGREEMENT

This **SUMMIT LEARNING PROGRAM AGREEMENT** (the “Program Agreement”), is effective June 25, 2018 (“Effective Date”), and is by and between **SUMMIT PUBLIC SCHOOLS**, a California nonprofit public benefit corporation (“Summit”), having an office at 780 Broadway Street, Redwood City, California, and District of Columbia PS (the “Partner School”) on behalf of itself and the schools listed on Schedule I hereto (each of Summit and the Partner School, a “Party” and together the “Parties”), and governs Summit’s provision of the Summit Learning Program (the “Program”) and the Summit Learning Platform (the “Platform”), and any other products and services that the Program may provide now or in the future (collectively, the “Service” or the “Services”) to the Partner School. Participation in the Program includes, among other things, the Base Curriculum (defined herein), professional development and training, ongoing support and mentorship, and access to the Services.

1. BACKGROUND

- 1.1 Our Mission.** The mission of Summit Public Schools is to prepare a diverse student population for success in college, career and life, and to be thoughtful, contributing members of society. Inspired by the vision to equip every student to lead a fulfilled life, Summit developed its approach to teaching and learning - Summit Learning - over the course of 15 years. Today, Summit shares its work to have broader impact by helping schools bring Summit Learning to their classrooms for free, through the Summit Learning Program.
- 1.2 Our History.** Established in 2003, today, Summit has 11 schools in California and Washington. Since 2015, Summit has supported an additional 330 schools across the nation through the Summit Learning Program, helping them bring Summit Learning to their classrooms, for free. Developed by teachers for teachers, the Summit Learning Program gives schools the tools, resources and professional development to implement and tailor Summit Learning for their communities.
- 1.3 Our Organization.** Summit is a charter public school system, which a group of parents, teachers, and administrators founded in 2000. Summit was established as a California nonprofit public benefit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 1.4 Selection & Agreement to Participate.** Summit has selected the Partner School to participate in the Program and invites the Partner School to take advantage of the grant of the Program. By signing this Program Agreement, an authorized representative of the Partner School agrees to the terms of this Program Agreement, and the Summit Learning Platform Terms of Service (the “Terms of Service”) and the Data Privacy Addendum (the “Data Privacy Addendum”), which are incorporated herein.
 - This Program Agreement establishes a collaboration between Summit and the Partner School and sets forth the legal terms governing the Program and the Services.

- The Terms of Service, attached as Exhibit A hereto, set forth the requirements that the Partner School and its teachers, employees, officials, agents, and the parents and legal guardians of its currently enrolled students (collectively, “Licensed Users”) agree to follow in order to use the Services.
- The Data Privacy Addendum attached as Exhibit B hereto governs Student Data (as defined therein) transmitted to Summit from the Partner School pursuant to this Program Agreement and the Terms of Service.

1.5 Collaboration. By signing this Program Agreement, Summit and the Partner School agree to work together in good faith to implement personalized learning supported by the Program and the Services. In connection with the Partner School’s participation in the Program, Summit expects the Partner School to communicate regularly about needs, opportunities, and progress, as well as goals, priorities, and timelines for the ongoing evolution of the Program and the Services.

1.6 Cost. There is no cost to the Partner School, and Summit will not charge the Partner School or its Users (defined herein) to use the Program or the Services.

1.7 Summit Learning. Summit Learning (“Summit Learning”) combines Summit’s values, what science reveals about how students learn best, and cutting-edge research into a school experience that can be tailored to every community’s needs. As part of the Program, participating schools receive the grant of Summit Learning described in Section 2 below.

2. GRANT OF THE PROGRAM AND THE SERVICES

2.1 Curriculum and Assessments. Summit will provide access to the Base Curriculum (the “Base Curriculum”), which will include projects, playlists of content, and assessments from which the Partner School can build upon and modify in order to meet the needs of their communities, district and/or state. The Base Curriculum includes standards-based curricula and assessments for English, math, science, and social studies (grades 4–12) and a sampling of additional elective courses.

Subject to this Program Agreement and the Terms of Service, Summit grants permission to teachers, employees, officials, and agents at the Partner School to adapt or create new focus areas and projects. In connection therewith, Summit will provide to the Partner School (i) access to the curriculum team; (ii) access to support when building out resources and projects that are in line with Summit Learning; and (iii) the ability to submit resources for Summit to review and consider for addition to the Base Curriculum.

2.2 Ongoing Support. Summit shall provide ongoing support and coaching to the Partner School through the provision of a mentor (a “Summit Learning Mentor”) during the first four school years in which the Partner School participates in the Program. In connection therewith, Summit agrees to make available to the Partner School:

- A Summit Learning Mentor who will provide support through regular weekly or bi-weekly coaching calls, and to the extent the Partner School and Summit deem

necessary, school visits, in order to support the Partner School through the change management process as the Partner School implements Summit Learning;

- Access to a nationwide community of Summit Learning educators and an invitation to share best practices, challenges and more;
- Access to a library of resources (e.g. presentation templates for parent nights, Summit Learning classroom posters, etc.); and
- Access to webinars, on-demand training sessions, and in-person training sessions and workshops from a range of Summit Learning teams, including engineering and communications.

2.3 Professional Development.

A. Professional Development in Year One, Year Two, and Year Three. Pursuant to this Program Agreement, Summit shall provide professional development services for the teachers and administrators whom the Partner School designates to participate in the implementation and launch of Summit Learning at the Partner School (collectively, the “Implementation Team”). The Partner School shall ensure that members of the Implementation Team follow guidelines issued by Summit from time to time relating to the professional development services, including business rules and deadlines relating to Summer Trainings (defined herein) and Regional Convenings (defined herein), Summit shall provide the professional development services to members of the Implementation Team during the first school year (“Year One”), second school year (“Year Two”), and third school year (“Year Three”) of the Term of this Program Agreement as set forth below:

(1) Year One of Program Implementation. During Year One of the Partner School’s use of the Program:

- Summit agrees to provide professional development services to the Partner School’s Implementation Team during the Summer of Year One. Summit expects these professional development activities to help the Partner School set up the launch of Summit Learning in the new school year.
- Summit shall provide professional development services in the Fall and Spring of Year One through Regional Convenings.

(2) Year Two of Program Implementation. During Year Two of the Partner School’s use of the Program:

- Summit agrees to provide professional development services to selected teachers from the Partner School during the Summer of Year Two to assist preparations for the start of the upcoming school year.

- The Partner School shall select new grade level teams and up to three (3) teachers. The Partner School shall select only teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
- Summit shall provide professional development services in the Fall and Spring of Year Two through Regional Convenings.
- (3) **Year Three of Program Implementation.** During Year Three of the Partner School's use of the Program:
 - Summit shall provide professional development services to selected teachers from Partner School during the Summer of Year Three to assist preparations for the start of the upcoming school year.
 - The Partner School shall select new grade level teams and, if any teachers trained in Summit Learning are no longer with the Partner School, the Partner School may select a replacement teacher for each departed teacher, but no more than six (6) replacement teachers. The Partner School shall only select teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
 - Summit shall provide professional development in the Fall and Spring of Year Three through Regional Convenings.

B. Professional Development in Year Four. Summit shall provide professional development services to the Partner School during the fourth year ("Year Four") of the Term of this Program Agreement if Partner School is a member of Cohort 1, Cohort 2, or Cohort 3 (each as defined herein).

C. Cohorts.

- (1) **Cohort 1 and Cohort 2.** Summit will provide up to four (4) years of Professional Development support, inclusive of any and all prior years of support, through summer trainings (each, a "Summer Training") and regional convenings (each, a "Regional Convening") to partner schools that began student use of the Program during the 2015-16 school year ("Cohort 1") and the 2016-17 school year ("Cohort 2").
- (2) **Cohort 3.** Summit will provide Summer Trainings and Regional Convenings for up to three (3) years, inclusive of any and all prior years of support, through to partner schools that began student use of the Program during the 2017-18 school year; provided, however, that, Summit will provide one (1) additional year of support through Summer Trainings and Regional Convenings if such partner school adds a new

team of grade level teachers who teach the core classes and increases the number of students in the Program.

- (3) **Cohort 4.** Summit will provide Summer Trainings and Regional Convenings for up to (3) years for partner schools that commence student use of the Program during the 2018-19 school year (“Cohort 4”).

D. Additional Schools. If the Partner School is a school district and Summit approves the participation of additional schools within such school district in Summit Learning, then Summit and the Partner School agree to update Schedule I to this Program Agreement. Notwithstanding any update to Schedule I, both parties acknowledge the Effective Date of this Program Agreement will be the date originally set forth above.

3. GRANT REQUIREMENTS AND COMPLIANCE

3.1 General. In connection with its selection as a Partner School and in order to launch and implement Summit Learning in the Partner School, Partner School agrees to:

- Follow the program requirements posted on the Summit Learning Website under the caption “Program Requirements”, which are incorporated by reference into this Program Agreement;
- Follow the technical requirements posted on the Summit Learning Website under the caption “Technical Requirements”, which are incorporated by reference into this Program Agreement;
- Send new Summit Learning teachers and designated teachers and school administrators to Summer Trainings and Regional Convenings; and
- Communicate regularly with the Summit Learning Mentor (i.e. at least 30 minutes weekly or 60 minutes bi-weekly, in addition to regular email communication).

3.2 Access to the Services. Partner School agrees to limit access to the Program and the Services to students currently enrolled in the Partner School with an account on the Services (“Student Users”). In addition, Partner School agrees to limit access to the Program and the Services to the parents and legal guardians of Student Users, and the teachers, employees, officials, or agents (“Licensed Users”) who have accepted the Terms of Service. The Student Users and Licensed Users are, collectively, referred to herein as the “Users”.

3.3 Compliance with Program Agreement, Data Privacy Addendum, and Terms of Service. The Partner School’s use of the Services must be in compliance with this Program Agreement, the Data Privacy Addendum, and the Terms of Service. The Partner School will provide information and education, and where needed create policies and regulations, to ensure that all of its Users comply with the Terms of Service, and where applicable this Program Agreement and Data Privacy Addendum.

In the event a User violates this Program Agreement, Data Privacy Agreement, or Terms of Service, the Partner School shall promptly notify Summit and shall cooperate with Summit in taking reasonable steps to remediate such violations. Notwithstanding the foregoing, Summit reserves the right to immediately suspend any User or the Partner School in its sole discretion for any reason (with or without cause) and terminate the Partner School in accordance with Section 5 hereof.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property. The Program and Services may contain material derived in whole or in part from material supplied by Summit as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. All rights to the Program and the Services not expressly granted in this Program Agreement, Terms of Service, and Data Privacy Addendum are reserved by Summit. The Partner School and its Users shall abide by the intellectual property provisions set forth in the Terms of Service and all applicable copyright and other intellectual property laws.

5. TERM AND TERMINATION

5.1 Term.

- A. This Program Agreement shall commence on the Effective Date, and shall terminate in accordance with subsections 5.1.B or 5.1.C, as applicable, or on such earlier date as set forth in Section 5.2, Section 5.3, and Section 5.4 hereof.
- B. If the Partner School is an individual school, this Program Agreement will terminate on the date that is four (4) years after the date on which the Partner School's students first begin using the Services.
- C. If the Partner School is a school district, this Program Agreement will terminate on the date that is four (4) years after the date on which the students attending the last school to join Summit Learning first begin using the Services. Summit will provide the Summit Learning Services to each school within the Partner School school district for a period of four (4) years after the date on which the students in such school first begin using the Services.

5.2 Notice of Intent to Terminate. Either Party may terminate this Program Agreement for its convenience, by giving at least thirty (30) days' written notice to the other Party.

5.3 Breach of Agreement. Either Party (the "Non-breaching Party") may terminate this Program Agreement, effective immediately upon delivery of written notice to the other Party ("Breaching Party") if the Breaching Party materially breaches any provision of this Program Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

5.4 Compliance with Program Requirements. To the extent Summit determines that Partner School is not substantially in compliance with the Program Requirements,

Summit reserves the right to suspend or terminate this Program Agreement effective immediately.

- 5.5 Survival.** In the event of termination, the following provisions will survive: Section 7 (Representation and Warranties of Summit), Section 8 (Limitation on Liability), Section 9 (Notices), Section 10 (Governing Law), and Section 11 (General Provisions).

6. INDEMNIFICATION

6.1 Indemnification of the Partner School. To the extent permissible under applicable state law, Summit shall defend, indemnify, and hold harmless the Partner School, its officers, employees, and agents, assignees and successors-in-interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of Summit's performance under this Program Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by the negligence, recklessness, willful misconduct, or intentional acts or omissions of Summit, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.

6.2 Indemnification of Summit. To the extent permissible under applicable state law, the Partner School shall defend, indemnify and hold harmless Summit, its officers, employees, and agents, assignees and successor in interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of the Partner School's performance under this Program Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, willful misconduct or intentional acts or omissions of the Partner School, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.

6.3 Status and Defense of Claims. The indemnifying Party shall keep the other Party reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim, provided, however that the indemnifying Party has the sole control of the defense. The indemnified Party shall reasonably cooperate with the indemnifying Party in defending the action, and the indemnifying Party will not agree to settle or otherwise resolve the action without the consent of the indemnified Party, which consent shall not be unreasonably withheld.

7. REPRESENTATIONS AND WARRANTIES OF SUMMIT

7.1 General. Summit represents and warrants that the following shall be true and correct as of the Effective Date of this Program Agreement and shall continue to be true and correct during the Term of this Program Agreement:

- A. Program and Service Operation.** During the Term of this Program Agreement, Summit shall use commercially reasonable efforts to ensure that the Program and

the Services shall function properly. Summit shall use commercially reasonable efforts designed to promptly correct any failure of the Program and the Services to perform as described in this Program Agreement.

- B. Changes to Program and the Services.** From time to time, Summit may implement changes and improvements to the Services, including by conducting maintenance, updating the functionality and look of the Services, and adding or removing functionalities or features. We may also stop providing the Services to Partner School or its Users, or add or create new limits to the Services or restrict Partner School's or its Users' access to all or a part of the Service at any time.
- C. Publicity.** Summit shall not issue publicity news releases, grant press interviews, or use any Student Data or Content, including but not limited to the Partner School's logos, without the prior express written consent of a representative from the Partner School. Furthermore, Summit may not photograph or film or cause others to photograph or film within any of the Partner School facilities without the prior express written consent of Partner School.

- 7.2 Additional Obligations Regarding Treatment of Student Data.** Summit agrees to the obligations set forth in the Data Privacy Addendum regarding the handling of Student Data and Personally Identifiable Information.

8. LIMITATION ON LIABILITY TO PARTNER SCHOOLS

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. SUMMIT SHALL NOT BE LIABLE FOR PARTNER SCHOOL'S INABILITY TO USE THE PROGRAM OR THE SERVICES DUE TO (I) SCHEDULED DOWNTIME, WHICH SUMMIT WILL ATTEMPT TO SCHEDULE WHEN SCHOOL IS NOT IN SESSION AND ABOUT WHICH SUMMIT WILL GIVE PARTNER SCHOOL 14 DAYS ADVANCE WRITTEN NOTICE; (II) UNAVAILABILITY DUE TO FACTORS OUTSIDE OF SUMMIT'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF GOVERNMENT, FLOOD, FIRE, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING SUMMIT'S EMPLOYEES); (III) UNAVAILABILITY THAT RESULTS FROM EQUIPMENT AND/OR SOFTWARE OF THIRD PARTIES WHERE SUCH EQUIPMENT AND/OR SOFTWARE IS NOT WITHIN THE REASONABLE CONTROL OF SUMMIT; (IV) UNAVAILABILITY CAUSED BY ABUSE OR MISUSE OF THE SERVICES OR PROGRAM (OR ANY COMPONENT THEREOF) BY PARTNER SCHOOL OR ITS USERS; OR (V) UNAVAILABILITY CAUSED BY USE OR MAINTENANCE OF THE SERVICES OR PROGRAM BY PARTNER SCHOOL IN A MANNER NOT MATERIALLY CONFORMING TO THE GUIDANCE PROVIDED BY SUMMIT OR IN THIS PROGRAM AGREEMENT. SUMMIT'S AGGREGATE LIABILITY TO THE PARTNER SCHOOL UNDER ANY THEORY OR FOR ANY REASON SHALL NOT EXCEED \$10,000.

9. NOTICES

9.1 General. Unless stated otherwise in this Program Agreement, Terms of Service, or Data Privacy Addendum, all notices required by or relating to this Program Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to Summit and the Partner School, including any participating school therein, if any, and addressed to Summit as set forth below or addressed to the Partner School and any school therein, if any, as set forth in Schedule I or addressed to such other address as may have given by written notice in accordance with this provision:

If to Summit: Summit Public Schools
 780 Broadway Street
 Redwood City, CA 94063
 Attn: Summit Learning Program

All notices, communications, or consents required by or relating to this Program Agreement may also be communicated by electronic mail to Summit at support@summitlearning.org and to the Partner School at the email address set forth on Schedule I, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Notices shall be effective three (3) business days after receipt of delivery by the U.S. Post Office or one (1) day after deposit with a commercial overnight courier.

9.2 Principal Contact Person. Any notices, communications, or consents required by or relating to this Program Agreement from Summit to the Partner School will be sent to the attention of the person(s) listed on Schedule I (the “Principal Contact Person”). The Principal Contact Person shall be authorized to act on behalf of the Partner School and to make decisions for the Partner School.

10. GOVERNING LAW

This Program Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in San Mateo County, California for any litigation arising out of this Program Agreement.

If the Partner School is a United States public and accredited educational institution, then (a) this Program Agreement will be governed and construed in accordance with the laws of the state (within the United States) in which the Partner School is domiciled, except that body of law concerning conflicts of law; and (b) any litigation or other dispute resolution between the Partner School and Summit arising out of or relating to this Program Agreement, the Services, or the Partner School’s relationship with Summit will take place in federal court within the Northern District of California, and the Partner School and Summit hereby consent to the personal jurisdiction of and exclusive venue of the Northern District of California unless such consent is expressly prohibited by the laws of the state in which the Partner School is domiciled.

11. GENERAL PROVISIONS

- 11.1 Entire Agreement.** This Program Agreement and exhibits attached hereto constitute the final and entire agreement between the Parties regarding its subject matter, and supersede all other related oral or written agreements or policies. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege unless expressly waived in writing and signed by a duly authorized representative of Summit. No single waiver shall constitute a continuing or subsequent waiver.
- 11.2 Relationship of the Parties.** This Program Agreement will not be construed as creating any agency relationship, or a general partnership, limited partnership, limited liability partnership, joint venture, fiduciary duty, or any other form of legal association between the Partner School and Summit, and the Partner School will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Program Agreement, this Program Agreement is not for the benefit of any third parties. Neither Party will make any commitment, by contract or otherwise, binding upon the other Party or present that it has the authority to do so.
- 11.3 Assignment; Resale; No Waiver.** This Program Agreement will be binding upon and inure to the benefit of all of Summit's and the Partner School's successors and assigns, which will be bound by all of the obligations of their predecessors or assignors.
- 11.4 Modifications and Severability.** This Program Agreement may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this Program Agreement (e.g., by Summit upon notice to the Partner School). In the event that the Partner School refuses to accept such changes, Summit will have the right to terminate this Program Agreement in accordance with Section 5 hereof. If any provision of this Program Agreement or the exhibits attached hereto is found to be unenforceable or invalid, such unenforceability or invalidity will not render this Program Agreement unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.
- 11.5 Material Modifications to Privacy Policy.** If Summit makes any material changes to its Privacy Policy, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.
- 11.6 Material Modifications to Terms of Service.** If Summit makes any material changes to the Terms of Service, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.
- 11.7 Priority of Agreements.** This Program Agreement shall govern the relationship between the Partner School and Summit. If there is a conflict between this Program Agreement and the Terms of Service, Data Privacy Addendum, or any other agreement between the Partner School and Summit (collectively, "Other Documents"), the terms of this Program

Agreement shall apply and take precedence unless specifically provided otherwise in this Program Agreement or the Other Documents. In the event of any conflict between the terms of the Other Documents, the conflict shall be resolved in favor of the Terms of Service, unless specifically provided otherwise in the Other Documents, such as with respect to the treatment of Student Data for which the terms of the Data Privacy Addendum shall apply and take precedence.

11.8 Section Headings. Section headings have been inserted in this Program Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Program Agreement and will not be used in the interpretation of any provisions of this Program Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Program Agreement as of the date written below.

SUMMIT PUBLIC SCHOOLS

By (Signature):
Name (Printed):
Title:

District of Columbia PS
as **PARTNER SCHOOL**

By (Signature): 
Name (Printed): **Amanda Alexander**
Title: Interim Chancellor

Dated: July 11, 2018

**SCHEDULE I
PARTNER SCHOOL/PARTICIPATING SCHOOLS**

Name of School	Cohort Number	Principal Contact Person
Columbia Heights Education Campus	1	Maria Tukeva
Truesdell Education Campus	1	Mary Ann Stinson
Anacostia High School	3	William Haith
Ballou Stay High School	3	Cara Fuller
Roosevelt Stay High School	3	Dewayne Little
Washington Metropolitan High School	3	Ronald Bradford
Luke C. Moore High School	3	Jada Langston

**EXHIBIT A
TERMS OF SERVICE**

SUMMIT LEARNING PLATFORM TERMS OF SERVICE

Last Update: _____ You can view past versions of the Terms of Service [here](#).

Welcome, and thank you for your interest in the Summit Learning Platform (the “Platform”)! We provide the Platform directly to schools and school districts pursuant to separate Program Agreements.

PLEASE READ THE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION BECAUSE USING THE SERVICES INDICATES THAT YOU, AS A USER OR AS THE PARTNER SCHOOL, ACCEPT AND AGREE TO BE BOUND BY THEM.

PLEASE NOTE THAT THESE TERMS CONTAIN A DISPUTE RESOLUTION AND BINDING ARBITRATION PROVISION IN SECTION 11 HEREOF, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE SERVICES.

We, at Summit, have done our best to write the Terms in simple and clear terms. In order to facilitate your understanding of the Terms, we have added a column on the right side of this page that provides short explanations of the legal language in plain English (it starts with, “In essence...”). The plain English explanations **are not** legally binding, but they may be helpful.

Quick Reference

- [Agreeing to our Terms](#)
- [The Services](#)
- [Your Use of the Services](#)
- [Privacy and Security](#)
- [Your Information and Content](#)
- [Links, Third-Party Content, and Third-Party Websites](#)
- [User Disputes and Releases](#)
- [Termination and Suspension](#)
- [Additional Terms by User Type](#)
- [Liability, Warranty Disclaimers, and Other Legal Information](#)
- [Governing Law and Dispute Resolution](#)
- [Modification](#)
- [Miscellaneous](#)
- [Contact Information](#)

1. AGREEING TO OUR TERMS

Summit Public Schools (“Summit,” “we,” or “us”), a California nonprofit public benefit organization and a 501(c)(3) nonprofit organization, owns and operates the services offered on www.summitlearning.org, including the Platform, and any other *In essence...By signing up to use the Service, you agree to these terms.*

products and services that the Summit Learning Program may provide now or in the future (collectively, the “Service” or “Services”).

Welcome to the Summit Learning community!

Summit offers the Services to schools and school districts (“each, a “Partner School”), and at such Partner Schools’ discretion, to (a) students currently enrolled in Partner Schools (“Student Users”), (b) the parents and legal guardians of Student Users, and (c) Partner Schools’ teachers, employees, officials, or agents (“School Personnel”) ((b) and (c) collectively, “Licensed Users” and Licensed Users together with Student Users, “Users”). A Licensed User or Partner School may be referred to herein as “you”.

By accessing or using the Services, and, in the case of Partner Schools, by executing the Program Agreement, you acknowledge you have read and agree to these Terms of Service (the “Terms”), which are a legal contract between you and Summit. If you accept these Terms on behalf of a Partner School as an authorized representative thereof (an “Authorized Representative”), you represent that Partner School has executed a Program Agreement and you have the authority to bind such entity to the Terms, in which case the terms “you”, “your” or “Member” shall refer to such entity.

Users will also be subject to the Privacy Policy and any posted guidelines, policies or rules applicable to specific features of the Services, which may be posted from time to time (collectively, the “Guidelines”), which are hereby incorporated by reference. If there is any inconsistency between the Terms and any of the Guidelines, the additional Guidelines will prevail to the extent of the inconsistency. For a Partner School and/or its Authorized Representative, when used herein, “Agreement” shall refer to these Terms, the Program Agreement, the Data Privacy Addendum and the Guidelines. For Licensed Users, when used herein, “Agreement” shall refer to these Terms and the Guidelines.

If you are not an Authorized Representative of a Partner School or if you, as a Licensed User, do not agree with these terms and conditions, you must not accept these Terms and you may not use the Services.

The right to access and use the Services is revoked in jurisdictions where it may be prohibited, if any.

2. THE SERVICES

2.1 License to Use the Services

Summit grants Student Users, Licensed Users, and Partner Schools, the non-exclusive, non-assignable, non-transferable, limited right to access and use for no charge the Services during the term of the Program Agreement solely for noncommercial educational purposes and subject to the Agreement. Please note, however, that your carrier’s normal rates and fees, if any, apply to any component of the Services utilizing mobile services, such as text/SMS messaging and data.

In essence....By signing up for the Summit Learning Program, you have free access to the Platform and the educational materials posted on the Platform

Summit grants Partner School and its Licensed Users a non-exclusive, non-assignable, non-transferable, limited right and for no charge to use, download, copy, modify, perform, or display educational materials made available in the Services or Program for noncommercial, in-class instructional purposes during the term of the Program Agreement.

as long as you use them for your education. We ask that you read through the rules contained in these Terms of Service to understand the ways in which you can and can't use the Services.

2.2 Intellectual Property

The Services and the Summit Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "Summit Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Services (including Summit proprietary code and third-party software), user interfaces, materials displayed or performed on the Services, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and derivative works thereof and all other intellectual property, including all Summit Marks. "Summit Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Summit.

In essence...You are free to use the Platform and develop content for Summit Learning. However, using the Services will not give you ownership rights to any of Summit's intellectual property. In order to use the Services, each party to this Agreement must comply with all applicable copyright, trademark, and other intellectual property laws.

Summit Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in the Services or the Summit Technology. You agree that, as between you and Summit, all the intellectual property rights in the Services and Summit Technology, which does not include User Content (as defined below), are owned by Summit or its licensors, and all rights to the Services not expressly granted herein are reserved by Summit. These terms do not grant you the right to use any Summit Marks.

You agree to protect Summit Technology and to abide by all copyright and other intellectual property laws, and to notify Summit of any unauthorized access or use of the Services.

2.3 Copyright Protection

It is Summit's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to Summit's [DMCA Notification Guidelines](#). Summit may remove any allegedly infringing content without any liability to you. Summit will promptly terminate without notice any User's access to the Service where the User is a "repeat infringer" of copyrights. Summit, however, reserves the right to identify and terminate

In essence....This section explains how Summit will respond to claims a User has infringed upon someone else's copyright.

Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

2.4 Restrictions on Use

You agree not to, and shall use commercially reasonable efforts to ensure that third parties do not:

- license, sell, rent, lease, loan, assign, distribute, host or otherwise commercially exploit, make available, or sell access to the Services or the Summit Technology to third parties except as specifically permitted under these Terms;
- use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Summit Technology for any purposes other than as expressly permitted under this Agreement;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services, or any component thereof;
- build or support (and/or assist a third-party in building or supporting) products or services in competition with Summit, by any means whatsoever or access the Service to build a product using similar ideas, features, functions, interface or graphics of the Service;
- remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services and/or any related assets or otherwise use any of Summit Technology in any manner that creates the impression that such Summit Technology belongs to you or that your use is associated with or with Summit's consent except as otherwise provided herein; or
- circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or Summit Technology or enforce limitations on use of the Service or the User Content and Summit Technology.

In essence...We require each User to use the Services responsibly. In addition, each User should make sure that third parties use the Services responsibly as well.

2.5 Changes to the Services

From time to time, Summit may implement changes and improvements to the Services, including by conducting maintenance, updating the functionality and look of the Services, and adding or removing functionalities or features. We may also stop providing the Services to you, or add or create new limits to the Services or restrict your access to all or a part of the Service at any time without liability.

You agree that Summit shall not be liable to you, Partner School, or any third party for any modification, suspension or termination of the Services.

In essence...Summit wants to ensure you can access the Platform at any time you wish to use the Services. Occasionally, we perform maintenance or install improvements to ensure that the Services

Summit commits to ensuring the continued availability and basic functional performance of the Services and the Program, regardless of any updates that may be implemented, other than routine or periodic maintenance or as set forth in the Program Agreement.

run smoothly. Accordingly, the Platform might be briefly unavailable from time to time.

We believe that Users own User Content and that preserving access to such User Content is important. If we discontinue a component of the Services that would affect such access, where reasonably possible, we will give you the opportunity to get such User Content out of that part of the Services. Please see our [FAQ](#) for more information.

You can use the Platform as long as you don't violate these terms and any applicable law.

In addition, we know the content you provide to the Platform is very important to you. Accordingly, we'll give you the opportunity to retrieve your content from the Platform if we change or discontinue a component of the Services.

3. YOUR USE OF THE SERVICES

3.1 Account Registration & Access

You may be asked to register for an account in connection with the Services (“User Account”). Alternatively, a Partner School may create accounts (each, an “Administrator Account”) for Licensed Users that are authorized to set up, access, and manage accounts for other Licensed Users and Student Users. When you register or when a Partner School creates a User or Administrator Account for you, you agree to provide accurate, current, and complete information about yourself and to promptly update this information to maintain its accuracy. You are responsible for maintaining the confidentiality of any password and username (“account credentials”) that you are given or select, you will not share your account credentials with anyone, and you are responsible for all activities that occur under your account.

In essence....There are different ways to set up an account or have an account set up for you. Either way, you'll be responsible for making sure you follow these terms and making sure you protect your account.

If you have an Administrator Account, you are responsible for (a) maintaining the security and confidentiality of such account and its account credentials; (b) all activities that occur under the Administrator Account; and (c) obtaining all necessary rights, permissions, or consents to access, monitor, use, or disclose any data from accounts of other Users.

Summit reserves the right to refuse registration of or cancel a User Account or Administrator Account in our sole discretion. You may not select or use as a User

Account or Administrator Account a name of another person with the intent to impersonate that person or transfer your account to anyone without express prior written consent of Summit. Summit is not liable for any losses by any party caused by an unauthorized use of your account. Notwithstanding the foregoing, you may be liable for the losses of Summit or others due to such unauthorized use.

You agree to (a) immediately notify Summit of any unauthorized use or breach of security of your account or a student's personally identifiable information, and (b) ensure that you properly log out from your account at the end of each session.

3.2 Acceptable Use of the Services

You agree that you will not use the Services to do any of the following or take action that results in any of the following:

- Making defamatory statements regarding Users, other persons, or entities, or using the Services in a commercially unreasonable manner or in any manner that would harm or disparage Summit or the Services;
- Doing anything or posting information that is abusive, harmful, threatening, harassing, defamatory, bullying, stalking, or otherwise objectionable;
- Doing anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory, obscene, hateful, or sexually-explicit;
- Degrading others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification or otherwise posting or approving content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- Violating a person's right to privacy or publicity or otherwise collecting, using, or disclosing data, including personal information, about other Users without consent or for unlawful purposes in violation of any applicable international, federal, state or local law, statute, ordinance or regulation ("Law");
- Infringing on, misappropriating or otherwise violating the copyright, trademark, patent or other intellectual property right of any person, including rights in content available through the Services without prior written permission of Summit or the User, as applicable;
- Collecting, soliciting, or otherwise obtaining login information or accessing an account belonging to someone else;
- Accessing (or attempting to access) any service on the Services by any means other than as permitted in this Agreement or operating the Services on any computers or accounts on which you do not have permission to operate;

In essence...In order to ensure everyone has a great experience with the Service, please follow our acceptable use policies. During your use of the Services, you cannot, among other things, break the law, threaten, harass or bully anyone, violate someone else's intellectual property, interfere with the function of the Services, or send commercial advertisements. We caution you that any violations of these terms may lead us to terminate your access to the Services.

- Violating any applicable Law, or advocating illegal activity;
- Using the Services in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Submission, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Summit absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children;
- Facilitating or encouraging any violations of the Agreement, the Privacy Policy or our policies, including;
- Interfering with the operation, appearance, security or functionality of the Services;
- Advertising, soliciting, or transmitting commercial advertisements or any other unsolicited messages regardless of the medium;
- Impersonating a Summit employee, or any other person, or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- Uploading viruses or other malicious code, files, or programs;
- Using automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services, including any User Content or information, or otherwise access the Services; or
- Employing misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Services.

Additionally, the unauthorized use of our Services may result in civil and/or criminal liability.

You agree to immediately notify us at acceptableuse@summitlearning.org upon learning of any known or suspected unauthorized use or access of your account or the Services.

4. PRIVACY AND SECURITY

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat and protect your information when you use the Services, including Student Data. In addition, please read the model Data Privacy Addendum, a form of which Summit and your Partner School have entered

In essence....In addition to these terms, please read our Privacy Policy and the Data Privacy Addendum provided to your school. In order to

into, which describes the duties and responsibilities to protect Student Data transmitted to Summit from the Partner School.

protect your data, we've implemented a number of protections and restrictions.

5. YOUR INFORMATION AND CONTENT

5.1 User Content and Teacher Content

The Services enable Users and Partners Schools to provide, share or post certain content or information, including, but not limited to, audio recordings, photographs, videos, documents, online educational resources, or other materials, Student Data (as defined in the Data Privacy Addendum), Teacher Content (as defined below) and Feedback, (as defined below) (collectively, "User Content"). User Content may be used by Summit in connection with the Services and may be visible to or shared with Summit, other Partner Schools, and certain other Users. Please visit our Privacy Policy for additional information on the types of information different Users are able to provide.

In essence....The Platform provides an opportunity for teachers and users to develop and share content and provide feedback to Summit.

School Personnel may contribute educational content, create answers to assessments, create derivative works (e.g., completion of assignments, projects, etc.), and transmit said data and content within the Partner School's systems through the Services (collectively, "Teacher Content").

Partner Schools and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral, or any other form) ("Feedback").

5.2 Ownership

Consistent with applicable Law, as between Summit and you, you retain all ownership rights you have in any User Content. Summit does not claim any ownership rights in the User Content. Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through any of our Service are not proprietary to you, and the rights to such template or layout will remain with us or our service providers.

In essence....When you share content with us, you are merely giving us permission to use the content to provide the Services to you and other users. If you own the content, you still own the content when you share it with us. Summit does not take any ownership of the content you provide to the Program.

5.3 License

A. User Content. You agree that you and your Partner School shall, jointly and severally, be responsible for any User Content you share through the Services. Partner School acknowledges and agrees that all User Content shared in the Services is the responsibility of the Partner School, and the User from whom the User Content originated. Partner School or the Licensed User, as applicable, represents, covenants, and agrees on behalf of yourself or your Student User that the submitting User has all required rights to submit, post, upload, or otherwise own, use, or disseminate the User Content it submits or uploads without violating third party rights.

In essence....If you decide to share content with us, you are giving us permission to make the content available for use by other teachers and students using the Services. Our use of any personal information you submit is subject to our Privacy Policy. Most teachers participating in Summit Learning Program actively share content. However, we understand that some teachers may not wish to share their content with others, therefore we give teachers the opportunity to restrict sharing. In addition, teachers or their school can let us know if and when they wish to delete the content they have submitted at any time and this permission will end.

You hereby grant to Summit a limited, non-exclusive, sublicensable (as necessary to provide the Services, including distributing Teacher Content), worldwide, royalty-free, and transferable (only to a successor) right and license to:

- (1) use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works from (such as changes we make so that your content works better with our Service) User Content as necessary to provide, improve and make the Services available to you and other Users, including through any future media in which the Services may be distributed;
- (2) use, modify, prepare derivative works, publish, distribute and sublicense Feedback without any compensation to you;
- (3) use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our Services);
- (4) use any de-identified User Content for any lawful purpose subject to the Data Privacy Addendum; and
- (5) use for other purposes permitted by the Data Privacy Addendum and the Summit Privacy Policy.

Summit will only share and use your personal information in accordance with Summit's current Privacy Policy.

B. Default License for Teacher Content. By default, if Partner School or its School Personnel contribute Teacher Content, such Teacher Content will be licensed royalty-free to Summit under the Creative Commons Attribution 4.0 License ("CC License"), which is available at <https://creativecommons.org/licenses/by/4.0/>. Such Teacher Content shall be available to the Partner School and its Users, but Summit may also sub-license such Teacher Content to other Users of the Platform at other schools. You acknowledge and agree that Teacher Content will be licensed under the CC License unless you "opt-out" of sharing to other schools. Such Teacher Content will continue to be licensed under the CC License until School Personnel "turns off" such sharing for that particular Teacher Content. However, you understand and agree that if you "turn-off" sharing for Teacher Content (i) the Teacher Content will be

available to Licensed Users within the Partner School only; (ii) the change is prospective and does not terminate any sub-licenses to the underlying Teacher Content previously granted by Summit to any third parties (such as teachers from other schools and districts), and (iii) Summit thereafter shall not grant any additional sub-licenses for the underlying Teacher Content to third parties such as other schools.

C. License Termination. The license in Section 5.3.(A)(1) above will terminate when you or your Partner School (i) delete any User Content containing intellectual property rights (like images or videos) or personally identifiable information (such as that in Student Data); (ii) delete your account; or (iii) with respect to the ability to sub-license Teacher Content to third parties, turn off sharing of Teacher Content as set forth in 5.3(B). Such termination may not apply to User Content that has been shared with others, including previously sublicensed Teacher Content, or User Content that may be in or related to messages sent through Summit. User Content may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

5.4 Representations Regarding Teacher Content.

If Partner School or its School Personnel contribute Teacher Content under the CC License, Partner School and the School Personnel represent and warrant that Teacher Content does not contain any Student Data and that Partner School and School Personnel have the right and authority to grant the license and other such rights as may be necessary.

In essence...If you contribute teacher content, you can't upload it unless you have the right to share it. Also, we cannot accept teacher content if it includes personal information about students.

5.5 Your Responsibilities and Summit's Rights.

You acknowledge and agree that Summit reserves the right, at any time and without prior notice, to pre-screen, reject, move, edit, delete, or remove any User Content contributed to the Services that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services or Users, consistent with applicable Law, but we do not assume the obligation. The submission of any User Content through any third party links or applications made available or accessible in the Services shall be subject to such third parties' terms and privacy policies. Additionally, Summit does not guarantee that we will publish any of your User Content.

In essence...we do not guarantee that we will publish any of your content or information, and although we encourage you to share content, we might remove it from the Platform for a variety of reasons including violations of our acceptable use policies. You (or your school) are

By submitting User Content, you represent and warrant that you have all rights in the User Content, including to disclose such User Content and to grant us the foregoing licenses to the User Content. User Content must comply with these Terms, including

guidelines under the caption “Acceptable Use of the Services” and any other specific User (e.g., teacher, parent, or student) requirements. If you include links to external websites, including Third-Party Content and Websites (as described below), in User Content, you must verify the quality and substance of each external link. You are solely responsible for any such links. Summit is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Service, including User Content, is the responsibility of the person that posted it and/or the Partner School, and Summit will not be liable for any errors or omissions in any such content. Summit cannot guarantee the identity of any other Users with whom you may interact in the course of using the Services, or the authenticity of any data which Users may provide about themselves. You access User Content at your own risk and will be solely responsible for any damage or loss to any party resulting therefrom.

6. LINKS, THIRD-PARTY CONTENT, AND THIRD-PARTY WEBSITES

The Services may include content originating from and created by other users and third parties, including information about third-party products and services; links to third-party websites that are not owned or controlled by Summit; and/or third-party applications, such as YouTube video, including, but not limited to, third-party applications that are integrated directly with the Services through application programming interfaces (each an "API") (“Third-Party Content and Websites”). Third-Party Content and Websites may allow you to interact through and communicate with third parties. The inclusion of Third-Party Content and Websites on the Services does not imply our affiliation or endorsement of such Third-Party Content and Websites. You agree that we are not responsible for any such Third-Party Content and Websites, including the accuracy, integrity, quality, legality, usefulness, safety, privacy practices or intellectual property rights of or relating to such Third-Party Content and Websites, and you access such Third-Party Content and Websites at your own risk. Summit has no obligation to monitor such Third-Party Content and Third-Party Websites. You are solely responsible for any accounts you create, data or User Content you share or store, and/or your interactions with or on Third Party Content and Websites, all of which are governed by any terms or policies for such Third Party Content and Websites. If required to provide the Services, you hereby authorize and grant Summit a right to use any names, passwords, API keys or other keys for such Third Party Content and Websites solely as necessary to provide the Services you.

You understand that by using the Services you may be exposed to Third-Party Content and Websites, and that you use the Services at your own risk.

Further, you understand that by using the Services you are still required to follow our terms of Services and Privacy Policy in connection with your interactions with Third-Party Content and Websites.

responsible for making sure that you have all the rights in any information or content you submit to us, including the right to grant Summit the permission we need to provide the Service.

In essence...The Platform includes content from other users and other entities that Summit does not own or control. If you use any third-party applications, websites or content in conjunction with the Services, you are responsible for your interactions with that content or on those applications or websites. Plus, keep in mind that those applications or websites have their own terms of use and privacy policies you must follow. If you share any content from third-party applications onto our service, you are still required to follow our Terms of Service and Privacy Policy.

7. USER DISPUTES AND RELEASES

Summit is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other Users of the Services, and any other parties with whom you interact through the Services. Summit reserves the right, but has no obligation, to become involved in any way with these disputes.

In essence....There are many users who utilize the Platform. Although we expect every user to follow our guidelines, we are not responsible for the actions or submissions of users. We'll enforce our acceptable use guidelines, but we won't get involved in disputes between users.

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data.

8. TERMINATION AND SUSPENSION

These Terms shall remain in full force and agreement while you use the Services unless your account is terminated as provided in the Agreement.

In essence....We might suspend or terminate your account if you violate our rules or the law. If we suspend or terminate you, we will provide notice to your school. If you wish to terminate your account, your school can tell you if you are eligible and what the process will be.

Certain Licensed Users may terminate their use of the Services; provided, however, that their Partner School may require satisfaction of certain requirements prior to termination of Administrator Accounts or accounts of School Personnel. If you wish to terminate your account, you must start the process by contacting your Partner School.

You acknowledge that, if you knowingly, intentionally or negligently violate these Terms, Summit may suspend your and/or Partner School's license to the Program and the Services, in whole or in part, until the violation is stopped or terminate your and/or Partner School's license to the Program and the Services. In the event that the Partner School fails to correct the violation after reasonable notice from Summit, Summit may terminate Partner School's license to the Services, in whole or in part, as necessary to stop the violation. Partner School agrees and acknowledges that if Partner School or any of its Users violates the terms of this Section 8, Summit shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions. In the event Summit suspends or terminates a User's use of the Services or account, Summit will promptly provide notice to the Principal Contact Person at your Partner School.

Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

9. ADDITIONAL TERMS BY USER TYPE

9.1 School Personnel

If you are School Personnel accessing the Services on behalf of a Partner School, you agree that you are acting on behalf of (or have permission from) your Partner School to accept the Agreement and to use the Services. You must obtain any necessary approvals from your Partner School's authorities and administrators before using the Services. Upon termination of your employment, engagement, or contractual relationship with the Partner School, you must cease use of the Services and return and cease using all login information in your possession. If at any time you learn a user of the Services claims to be affiliated with your Partner School who is not, in fact, affiliated with your Partner School, you agree to notify Summit immediately at info@summitlearning.org.

In essence....Before you use the Services, your school must give you permission.

9.2 Students

A. Authorization to Use the Services. Partner School and its Authorized Representative understand and acknowledge that (1) the Children's Online Privacy Protection Act ("COPPA") does not directly apply to nonprofit organizations such as Summit; (2) COPPA sets forth guidelines regarding the collection and use of personal information from children under 13 years of age; (3) Summit voluntarily complies with COPPA's guidelines regarding Student Users under the age of 13; and (4) by entering into the Agreement, Partner School has authorized Summit to collect and use certain personal information from Student Users under 13 years of age as set forth in the Agreement. Please see our FAQ and OnGuard Online for more information.

In essence....Students can't use the Services unless their school gives them permission. Please contact your school to determine whether your school has additional requirements that must be satisfied before a student can use the Service.

Partner School, through Authorized Representatives or Administrator Accounts, may grant permission to Student Users to have User Accounts and use the Services. School Personnel understand and acknowledge that Student Users are not authorized to use the Services unless a Partner School has granted permission to such Student Users for the Student Users to have User Accounts and use the Services. If School Personnel create User Accounts for Student Users, School Personnel acknowledge and agree School Personnel has authority from the Partner School to do so.

Partner School will be solely responsible (and hereby agrees that Summit is not responsible) for: (1) providing any legally required notices and obtaining any necessary permissions, including permissions under COPPA for children under 13 years of age for Student Users to use the Services; and (2) providing any legally required means for a parent or legal guardian to review or correct any Student Data in the Services. Under no circumstances will Summit be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to obtain permission when required.

B. Clever and Other Third-Party Integrations. School Personnel is solely responsible for monitoring, auditing and otherwise ensuring the quality of any data exposed to Summit through the Clever API or other Third-Party Learning Management Systems.

9.3 Parents/Legal Guardians

Partner School, including through School Personnel, may send an invitation to parents and legal guardians to use the Services and create accounts for the parents and legal guardians who accept the invitation to use the Services (“Parent Account”). Partner School will provide Summit with a parent’s or legal guardian’s email address and/or phone number, and information linking the parent to an individual Student User. Upon receiving this information, Summit, will automatically send the parent/legal guardian of a Student User an email or SMS text message with details regarding how to activate a Parent Account. Parent Accounts allow parents/legal guardians to track their child’s progress in the Services.

In essence....we give schools the ability to invite parents and legal guardians of their students to use the Platform. In doing so, they have unique access to the students education. In addition, through the Platform, we permit schools to engage with families by communicating through emails, text messages, and the Platform itself.

Summit,, on behalf of and at the direction of a Partner School, may send parents/legal guardians informational text messages from your Partner School, including, but not limited to, messages: (1) providing information related to their or their child’s use of the Services; (2) supplying information that they request; or (3) responding to their inquiries regarding their account or use of Summit. If you as a parent/legal guardian, provide your telephone number to your child’s school, you are consenting to Summit (on behalf of and at the direction of your child’s school) sending informational text messages closely related to the Partner School’s mission.

Summit does not charge you for our text message features. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

If you no longer want to receive such text messages, you may text STOP at any time. After doing so, we will send you confirmation of your opt-out via text message. For more information, please see our [FAQ](#).

10. LIABILITY, WARRANTY DISCLAIMERS, AND OTHER LEGAL INFORMATION

10.1 Representations & Warranties

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another’s intellectual property rights, rights of publicity or privacy, or other rights; (ii) violate any applicable Law or which would render Summit in violation of any applicable Law; (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else

In essence...we want you to collaborate, share content, and enjoy the Program, but, if you do, make sure you have the permission to share any content you provide. In

access to your account or password. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant Summit the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Service, and (iii) you are solely responsible for providing notices and obtaining any consents required by applicable Law for Users to use the Services or to provide User Content.

addition, make sure the content is appropriate for the Platform. Be sure you follow all applicable laws.

10.2 Warranty Disclaimer

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES, SOFTWARE, AND ANY ASSOCIATED SUMMIT TECHNOLOGY, USER CONTENT OR CONTENT ARE PROVIDED “AS IS”, “WITH ALL FAULTS,” AND “AS AVAILABLE.”

In essence...We are offering the Services “as is.”

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUMMIT AND OUR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, “SUMMIT” FOR PURPOSES OF SECTION 10.2 AND SECTION 10.3 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (1) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (2) THE WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND NON-INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (3) THE WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (4) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT (INCLUDING USER CONTENT) MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY SUMMIT.

IN PARTICULAR, SUMMIT MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON; (II) YOUR USE OF THE SERVICES WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, UNINTERRUPTED, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACH, VIRUSES, OR HACKING; AND (III) ANY INFORMATION OBTAINED BY PARTNER SCHOOL AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN ANY PART OF THE SERVICES PROVIDED TO PARTNER SCHOOL WILL BE CORRECTED.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO

YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PARTNER SCHOOL'S OR ITS LICENSED USERS' DEVICES, COMPUTERS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.3 Indemnity

You agree, to the extent permitted by your state's laws, to indemnify, hold harmless, and defend Summit, and our affiliates, licensors, partners, and service providers, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your access to, use or misuse of the Services, (ii) your online conduct, (iii) your violation or breach of these Terms or the Agreement, (iv) your failure to comply with any applicable Laws (including any failure to obtain or provide any necessary consent), (v) the infringement by you, or any third-party using your account, of any of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Services, including breach or alleged breach of any interaction, agreement, or policy between you and any other user.

In essence....This section explains your role in the event there is a dispute between someone and Summit. If someone files a claim against Summit that relates to something you've done with our products or services, then the onus is on you and you will be held responsible for any costs that Summit incurs as a result.

You shall not settle any such claim without the prior written consent of Summit. Summit will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. These obligations will survive any termination of these Terms.

10.4 Limitation of Liability to Users

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL SUMMIT OR OUR SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, SUPPLIERS, PARTNERS OR AGENTS BE LIABLE TO USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUMMIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, OR

In essence....Summit is providing the Services without charge. We cannot compensate you for anything that might indirectly result from the Services not working as intended. If you incur any direct damages as a result of the Services, the amount we might owe

USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS. *you will be capped at \$100.*

IN NO EVENT WILL SUMMIT OR OUR SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, SUPPLIERS, PARTNERS OR AGENTS BE LIABLE TO USERS IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF ONE HUNDRED DOLLARS (\$100).

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUMMIT'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FOR ANY USER LOCATED WITHIN CALIFORNIA (AND ELSEWHERE AS PERMITTED BY LAW), THE FOLLOWING SHALL APPLY: YOU ALSO EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON YOU, NOW OR IN THE FUTURE, UNDER THE TERMS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS, YOU ARE STATING YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND EFFECTS OF SUCH WAIVER AND MAKE SUCH WAIVER VOLUNTARILY.

LIMITATION OF LIABILITY WITH RESPECT TO PARTNER SCHOOLS IS SET FORTH IN THE PROGRAM AGREEMENT.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

Except as otherwise required by applicable Law, for Licensed Users the Agreement and any dispute arising from or relating to the Agreement are governed by and must be construed in accordance with the laws of the State of California, United States, without regard to conflict of law principles. You further agree to accept service of process by mail. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

In essence....Summit is based in California so our Program, our Services, and our Agreement are governed under California law.

Except with respect to the arbitration provisions contained herein in Section 11.2, the parties consent to exclusive personal jurisdiction and venue in the courts located in San Mateo County, California.

11.2 Arbitration and Class Action Waiver

With respect to any and all disputes arising out of or in connection with the Services, Summit and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution. To the extent permitted by Law, if you and Summit do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. **You and Summit are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury.**

In essence....These sections establish the process if there is a dispute between you and Summit.

Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

To the extent permitted by Law, any claim or dispute under or relating to the Agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

If the arbitration provision in this Section is found to be unenforceable or invalid, the parties agree that any suit or proceeding arising out of or relating to these Terms will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.

11.2.1 Federal Arbitration Act

You and Summit ("the parties" or "both parties") agree that the Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

11.2.2 Initial Dispute Resolution

In the event of a dispute, claim, or controversy arising out of or relating to the Agreement or the Services, any person's access to and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services (collectively, "**Claims**"), both parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Summit by email to info@summitlearning.org AND by U.S. Mail to Summit Public Schools, 780 Broadway Street, Redwood City, California 94063. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address. The parties must first attempt to resolve any Claims through informal negotiation within thirty (30) days from the date that any notice of a Claim is sent. The parties shall use reasonable, good faith, efforts to settle any Claim through consultation and good

faith negotiations. After thirty (30) days, you or Summit may resort to the other alternatives described in this Section 11.2. Notwithstanding the foregoing, the notice and thirty (30) day negotiation period required by this paragraph shall not apply to Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Services.

11.2.3 Binding Arbitration

To the extent permitted by law, Summit and you agree that all disputes arising under the Agreement that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in San Mateo County, California, U.S.A. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Summit may seek any interim or preliminary relief from a court of competent jurisdiction in San Mateo County, California, U.S.A, necessary to protect its rights or property pending the completion of arbitration. **If your entity is a U.S. public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the U.S. in which your educational institution is domiciled, then this subsection 11.2.3 is hereby waived.**

The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by these Terms, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267.

The decision of the arbitrator will be in writing and binding and conclusive on you and Summit, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Summit agree that dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. You and Summit understand that, absent this mandatory arbitration provision, you and Summit would have the right to sue in court and have a jury trial.

If any clause within this subsection 11.2.3 is found to be illegal or unenforceable, that specific clause will be severed from this Section, and the remainder of its provisions will be given full force and effect.

11.2.4 Class Action Waiver

To the extent permitted by Law, the parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Summit agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or

unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

11.2.5 Confidentiality

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by Law. This paragraph shall not prevent you or Summit from submitting to a court of law any information necessary to enforce the Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

11.3 Changes to this Section

Summit will provide 60-days' notice of any changes to Section 11. Changes will become effective on the 60th day, and will apply prospectively only to any Claims arising after the 60th day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection 11.3 shall be severed from Section 11, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after you first installed, accessed, or used any of the Services.

12. MODIFICATION

12.1 Modifications of the Agreement. Summit may modify the Agreement to, for example, reflect changes to the law or changes to the Services. You should look at these Terms regularly. We last modified the Terms on the date stated above. We'll post notice of modifications to the Agreement on this page or elsewhere on the Services and/or as required by Laws. Your continued use of the Services, following notice of the changes to the Agreement, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Services.

In essence...These terms might change in the future. If they do, we'll tell you on this page or somewhere within the Platform. If you keep using the Platform after the terms change, then you have accepted those changes.

12.2 Modifications relating to Personally Identifiable Information. Summit will not materially change how personally identifiable information contained in Student Data is used or shared under the Agreement without advance, prominent notice to affected Users and the Principal Contact Person of the related Partner School. If a change with respect to how personally identifiable information contained in Education Records is used or shared under the Agreement has a material adverse impact on the Partner School or the Licensed Users thereof and an Authorized Representative of such Partner School does not agree to the change, the Partner School must notify Summit within thirty (30) days of receiving the notice of change as described under the caption "Contact Information." If an Authorized Representative of a Partner School provides

If we significantly change how your personal information is used, we'll give you advance notice and tell your school. If you don't like the new changes, we'll give you an

such a notice to Summit, then the Partner School and related Users shall be governed by the Agreement in effect immediately prior to the change until the end of the then-current Term. If the Partner School renews or extends its use of the Services, the Services will be renewed or extended will be renewed under Summit's then-current Agreement.

opportunity to contact us and an opportunity to opt out of the change.

13. MISCELLANEOUS

If any provision of these Terms is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Laws and the remaining provisions will continue in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to these Terms. Our failure to enforce any provisions of the Terms or respond to a breach by you or anyone else shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches. You must not assign these Terms or any rights or obligations herein without the prior written consent of Summit and any attempted assignment in contravention of this provision is null and void and of no force or effect. Summit has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns. The parties are independent contractors and not employees, partners, agents, or joint venturers of the other and have no employment relationship whatsoever. No party will make any commitment, by contract or otherwise, binding upon the other party or represent that it has any authority to do so. This is a non-exclusive agreement. These Terms are the entire agreement of the parties and supersede all previous or contemporaneous agreements between the parties relating to its subject matter. In connection with your use of the Services, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these separate policies and terms carefully before making any use of such portions of the Services. Any separate terms will not vary or replace these Terms regarding any use of the Services, unless otherwise expressly stated.

14. CONTACT INFORMATION

Please direct any questions, complaints or claims related to the Services or your use of the Services to info@summitlearning.org.

In essence...If you need to reach out to us, please reach out via email at info@summitlearning.org and we will do our best to respond in a timely manner.

EXHIBIT B
DATA PRIVACY ADDENDUM

DATA PRIVACY ADDENDUM

Modeled after Version 2.0 of the Student Data Privacy Consortium's Model Contract

District of Columbia Public Schools

and

SUMMIT PUBLIC SCHOOLS

This **DATA PRIVACY ADDENDUM** (this “Data Privacy Addendum”) is entered into by and between **PARTNER SCHOOL** (as defined in the related Program Agreement) and **SUMMIT PUBLIC SCHOOLS** (“Summit”), a California nonprofit public benefit corporation, having an office at 780 Broadway Street, Redwood City, California, on the Effective Date (each of Summit and Partner School, a “Party” and together the “Parties”). The Parties agree to the terms as stated herein.

1. PURPOSE AND SCOPE

- 1.1 Purpose of Data Privacy Addendum.** The purpose of this Data Privacy Addendum is to describe the duties and responsibilities to protect Student Data transmitted to Summit from the Partner School and its Users pursuant to the Agreement, including compliance with all applicable federal and state privacy statutes. This Data Privacy Addendum, together with the Summit Learning Platform Terms of Service (“Terms of Service”) and the Summit Learning Program Agreement (“Program Agreement”) is the “Agreement.”
- 1.2 Nature of Services Provided.** Pursuant to and as fully described in the Program Agreement, Summit has agreed to provide the Summit Learning Program (the “Program”) and the Summit Learning Platform (“Platform”) and any other products and services that the Program may provide now or in the future (collectively, the “Services”).
- 1.3 Student Data to Be Provided.** In order to provide the Services, Partner School and its Users shall provide the categories of Student Data described in the Schedule of Data, attached hereto as Exhibit A.
- 1.4 Data Privacy Addendum Definitions.** Capitalized terms used herein and not otherwise defined in the Program Agreement or Terms of Service shall have the meanings set forth in Exhibit B hereto.

2. DATA OWNERSHIP AND AUTHORIZED ACCESS

- 2.1 Student Data Property of Partner School.** All Student Data or any other Pupil Records transmitted to Summit pursuant to the Program Agreement is and will continue to be the property of and under the control of the Partner School, or the party who provided such Student Data or Pupil Records (such as the student or parent). The Parties hereto agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Agreement shall remain the exclusive property of the Partner School or the party who provided such Student Data or Pupil Records (such as the student or parent). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Summit from Partner School, Summit shall be considered a School Official, under the control and direction of the Partner Schools as it pertains to the use of Education Records notwithstanding the above.
- 2.2 Parent Access.** As set forth in applicable law, Partner School shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Personally Identifiable Information contained in the related student’s Pupil Records and correct

erroneous information, consistent with the functionality of Services. Summit shall respond in a reasonably timely manner to the Partner School's request for Personally Identifiable Information contained in a student's Pupil Records held by Summit to view or correct as necessary. In the event that a parent/legal guardian of a student or other individual contacts Summit to review any of the Pupil Records or Student Data accessed pursuant to the Services, Summit shall refer the parent or individual to the Partner School. In such event, Partner School shall follow the necessary and proper procedures regarding the requested information.

- 2.3 Third Party Request.** Should a Third Party, excluding a Service Provider, including law enforcement and government entities, contact Summit with a request for Student Data held by Summit pursuant to the Services, Summit shall redirect the Third Party to request the Student Data directly from the Partner School. Summit shall notify the Partner School in advance of a compelled disclosure to a Third Party unless legally prohibited.
- 2.4 No Unauthorized Use.** Summit shall not use Personally Identifiable Information from Student Data or in a Pupil Record for any purpose other than as explicitly specified in the Agreement.
- 2.5 Service Providers.** Summit shall enter into written agreements with all Service Providers performing functions pursuant to the Agreement, whereby the Service Providers agree to protect Student Data in a manner consistent with the terms of this Data Privacy Addendum.

3. DUTIES OF PARTNER SCHOOL

- 3.1 Provide Data In Compliance With FERPA.** Partner School shall provide Student Data for the purposes of the Agreement in compliance with any applicable state or federal laws and regulations (including FERPA) pertaining to data privacy and security applicable to Partner School. If Partner School provides Education Records to Summit, Partner School represents, warrants and covenants to Summit, as applicable, that Partner School has:
 - (i) complied with all applicable provisions of FERPA relating to disclosures to school officials with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights that the Partner School defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Summit; or
 - (ii) obtained all necessary parental or eligible student written consent to share the Student Data with Summit, in each case, solely to enable Summit's operation of the Service.

Partner School represents, warrants, and covenants to Summit that it shall not provide information to Summit from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Summit depends on Partner School to ensure that the

Partner School is complying with the FERPA provisions regarding the disclosure of any student information that will be shared with Summit.

- 3.2 **Reasonable Precautions.** Partner School shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted data in accordance with the Agreement and applicable law.
- 3.3 **Unauthorized Access Notification.** Partner School shall notify Summit immediately of any known or suspected unauthorized use or access of the Platform or Student Data. Partner School will assist Summit in any efforts by Summit to investigate and respond to any unauthorized use or access.
- 3.4 **Partner School Representative.** The Principal Contact Person designated in the Program Agreement shall serve as the representative of the Partner School for the coordination and fulfillment of the duties of this Data Privacy Addendum.

4. DUTIES OF SUMMIT

- 4.1 **Privacy Compliance.** Summit shall comply with all applicable state laws of the jurisdiction in which Partner School is located and federal laws and regulations pertaining to data privacy and security, applicable to Summit in providing the Services to Partner School.
- 4.2 **Authorized Use.** The Student Data shared pursuant to the Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services and for the uses set forth in the Agreement and/or as otherwise legally permissible. The foregoing limitation does not apply to any De-Identified Data.
- 4.3 **Employee Obligation.** Summit shall require all employees and agents who have access to Student Data to comply with all applicable laws with respect to the Student Data shared under the Service Agreement. Summit agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.
- 4.4 **No Disclosure.** Summit shall not disclose any Student Data obtained under the Agreement in a manner that directly identifies an individual student to any other entity except as authorized by the Agreement. Summit will not Sell Student Data. Additionally, Summit will not trade or transfer Student Data to any third parties, except with the prior written consent of the Partner School. The prohibition on disclosing, trading, or transferring Student Data does not apply to the access to or disclosure of Student Data to (a) Partner School, (b) to authorized Licensed Users, including parents or legal guardians, (c) as permitted by law or (d) to Service Providers, in connection with operating or improving the Service. The list of Summit's current Service Providers can be accessed through the Privacy Policy (which may be updated from time to time).
- 4.5 **De-Identified Data.** De-Identified Data may be used for any lawful purpose including, but not limited to, operating and improving the Service. Summit's use of such De-Identified Data shall survive termination of this Data Privacy Addendum or any

request by Partner School to return or destroy Student Data. Summit agrees not to attempt or have any third party attempt to re-identify De-Identified Data.

4.6 Disposition of Student Data. Summit shall, at Partner School's request, dispose of or delete all Personally Identifiable Information contained in Student Data within a reasonable time period following a written request. If a written request is received from a Partner School, Summit shall transfer said Personally Identifiable Information contained in Student Data to Partner School or Partner School's designee within sixty (60) days of the date of such written request by Partner School, or as required by law, and according to a schedule and procedure as Summit and the Partner School may reasonably agree. If no written request is received, Summit shall dispose of or delete all Personally Identifiable Information contained in Student Data at the earliest of (a) when it is no longer needed for the purpose for which it was obtained or (b) as required by applicable law. Disposition shall include (1) the shredding of any hard copies of any Personally Identifiable Information contained in Student Data; (2) erasing any Personally Identifiable Information contained in Student Data; or (3) otherwise modifying the Personally Identifiable Information contained in Student Data to make it unreadable or indecipherable or De-Identified. Summit shall provide written notification to the Partner School when the Personally Identifiable Information contained in the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been De-Identified.

4.7 Advertising Prohibition. Summit shall not use Personally Identifiable Information contained in Student Data to (a) serve Behaviorally Targeted Advertising to students or families/guardians; or (b) develop a profile of a student for any commercial purpose other than providing the Services to Partner School or as set forth in the Service Agreement. Summit shall not use or disclose Personally Identifiable Information contained in Student Data for Third-Party Advertising.

5. DATA PROVISIONS

5.1 Data Security. Summit agrees to employ administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, and use or acquisition by an unauthorized person, including when transmitting and storing such information. The general security duties of Summit are set forth below. Additional detail regarding Summit's security programs and measures are listed in Exhibit C hereto. These measures shall include, but are not limited to:

a. Passwords and Employee Access. Summit shall use commercially reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Summit shall only provide access to Student Data to employees, contractors or Service Providers that are performing the Services. Summit shall conduct criminal background checks of employees prior to providing access to Student Data and prohibit access to Student Data by any person with criminal or other relevant unsatisfactory information that presents an unreasonable risk to Partner School or its Users.

b. Destruction of Student Data. Summit shall destroy or delete all Personally Identifiable Information contained in Student Data obtained under the Agreement as set forth in Section 4.6 hereof.

c. Security Protocols. Both Parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any Student Data as described in Exhibit C, including ensuring that Student Data may only be viewed or accessed by individuals or entities legally allowed to do so. The foregoing does not limit the ability of Summit to allow any necessary Service Providers to view or access data as set forth in Section 4.4 hereof. Summit shall maintain all Student Data obtained or generated pursuant to the Agreement in a secure computing environment and shall not copy, reproduce, or transmit data obtained pursuant to the Agreement, except as necessary to fulfill the purpose of data requests by Partner School or as otherwise set forth in the Agreement.

d. Employee Training. Summit shall provide periodic security training to those of its employees who operate or have access to the Platform.

e. Security Technology. When the Service is accessed using a supported web browser, Summit will ensure that Secure Socket Layer (“SSL”), or equivalent technology that protects information, using both server authentication and data encryption is used to help ensure that Student Data is transmitted in a safe and secure manner. Summit shall host data pursuant to the Agreement in an environment using a firewall that is periodically updated according to industry standards.

f. Security Coordinator. Summit shall provide the name and contact information of Summit’s security coordinator for the Student Data received pursuant to the Agreement that Partner School may contact if there are any security questions or concerns (“Security Coordinator”). Summit’s Security Coordinator shall be as set forth in Exhibit C.

g. Service Provider Bound. Summit shall enter into written agreements whereby Service Providers agree to secure and protect Student Data in a manner consistent with the terms of this Section 5. Summit shall periodically conduct or review compliance monitoring and assessments of Service Providers to determine their compliance with this Section 5.

5.2 Data Breach.

a. In the event that Summit becomes aware of any actual or reasonably suspected unauthorized disclosure of or access to Student Data (a “Security Incident”), Summit shall provide notice to the Partner School as required by the applicable state law (each, a “Security Incident Notification”).

b. Unless otherwise required by the applicable law, the Security Incident Notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

- c. The Security Incident Notification described above in Section 5.2(a) shall include such information required by the applicable state law and the following information:
- (i) The name and contact information of the reporting Partner School subject to this section.
 - (ii) A list of the types of Personally Identifiable Information that were or are reasonably believed to have been the subject of the Security Incident.
 - (iii) If the information is known at the time the Security Incident Notification is provided, then either (1) the date of the Security Incident, (2) the estimated date of the Security Incident, or (3) the date range within which the Security Incident occurred. The Security Incident Notification shall also include the date of the notice.
 - (iv) Whether, to the knowledge of Summit at the time notice is provided, the notification was delayed as a result of a law enforcement investigation or request.
 - (v) A general description of the Security Incident, if that information is possible to determine at the time the notice is provided.
- d. At Summit's discretion, the Security Incident Notification may also include any of the following:
- (i) Information about what Summit has done to protect individuals whose Personally Identifiable Information has been breached by the Security Incident.
 - (ii) Advice on steps that the person whose Personally Identifiable Information has been breached may take to protect himself or herself.
- e. To the extent required by the applicable state law, Summit shall notify the affected parent, legal guardian or eligible pupil of the Security Incident, which shall include the information listed in subsections (c) and (d), above.

6. MISCELLANEOUS

- 6.1 Term.** Except as otherwise stated herein, Summit shall be bound by this Data Privacy Addendum for the duration of the Program Agreement or as required by law.
- 6.3 Termination.** In the event that either Party seeks to terminate this Data Privacy Addendum, they may do so by terminating the Program Agreement as set forth therein.
- 6.4 Effect of Termination Survival.** If the Agreement is terminated, Summit shall dispose of all of Partner School's Personally Identifiable Information contained in Student Data pursuant to Section 4.6.
- 6.5 Priority of Agreements.** This Data Privacy Addendum shall govern the treatment of Student Data. With respect to the treatment of Student Data, in the event there is conflict between the terms of this Data Privacy Addendum and the Program Agreement, the Terms of Service, or any other agreement between the Partner School and Summit, the

terms of this Data Privacy Addendum shall apply and take precedence. Except as described in this paragraph, all other provisions of the Program Agreement shall remain in effect.

- 6.6 Notice.** All notices or other communication required or permitted to be given hereunder must be sent to Partner School or Summit, as applicable, as provided in the Program Agreement.

EXHIBIT A

SCHEDULE OF DATA

Category of Data	Elements	“X” Indicates Category is Used by Summit Learning
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test data (NWEA MAP, SBAC, AP, IB, etc.)	X
	Observation data	X
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
	Other attendance: - Suspensions/expulsions	X
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify: - Socioeconomic status	X
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	X
	Year of graduation	X
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts	

	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Vendor/App assigned student ID number	X
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Anonymous student responses to surveys or questionnaires	X
Student work	Student generated content: writing, pictures etc.	X
	Other student work data -Please specify:	
Student Outcome Information	Student outcome information (grade level promotion and matriculation, AP and IB test information, college admission test scores, college eligibility and acceptance, and employment)	X
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application: <ul style="list-style-type: none"> - teacher feedback on coursework - teacher curricula and notes and feedback to or about students - Teacher and parent answers to surveys about the Services or curricula; and feedback, suggestions, questions, and ideas submitted to Summit from parents/legal guardians, teachers or school administrators or officials - mentor observations 	X

EXHIBIT B

DEFINITIONS

“Agreement” means, collectively, the Terms of Service and the Program Agreement.

“Behaviorally-Targeted Advertising” means presenting an advertisement to a User where the selection of the advertisement is based on Student Data or Pupil Generated Content or inferred over time from the usage of Summit’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time and across non-affiliate website for the purpose of targeting subsequent advertising.

“De-Identified Data” is information that has all direct and indirect personal identifiers removed such that the data cannot reasonably be used to identify or contact a student. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, and school ID.

“Directory Information” shall have the meaning therefor under FERPA cited as 20 U.S.C. 1232g(a)(5)(A).

“Education Records” shall have the meaning therefor under FERPA cited as 20 U.S.C. 1232g(a)(4).

“Indirect Identifiers” means any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. When anonymous or non-personal information is directly or indirectly linked with personal information, this anonymous or non-personal information is also treated as personal information. Persistent identifier that are not anonymized, de-identified or aggregated are personal information.

“Licensed User” means a teacher, employee, official, agent of a Partner School or the parent or legal guardian of a Student User.

“Personally Identifiable Information” or ***“PII”*** means data that can be used to identify or contact a particular individual, such as the individual’s name, email address or billing information, or other data which can be reasonably linked to that data or to that individual’s specific computer or device. PII includes, without limitation, at least the following: first and last name, home address, telephone number, email address, discipline records, test results, special education data, juvenile dependency records grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, videos

“Pupil Generated Content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

“Pupil Records” means both of the following: (1) any information that directly relates to a pupil that is maintained by Partner School and (2) any information acquired directly from the pupil through the

use of instructional software or applications assigned to the pupil by a teacher or other employee of the Partner School.

“School Official” means, for the purposes of this Data Privacy Addendum and pursuant to CFR 99.31 (B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Education Records; and (3) is subject to CFR 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

“Self” consistent with the Student Online Privacy Protection Act (SOPIPA) and the Student Privacy Pledge, does not include or apply to the purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the personal information in a manner consistent with the Education Privacy Principles with respect to the previously acquired personal information.

“Service Provider”, means, for the purposes of the Data Privacy Addendum, a party other than Partner School or Summit or Users, who Summit uses for data collection, analytics, storage, or other service to operate and/or improve the Platform, and who has access to PII.

“Student Data” means any data, whether gathered by Summit or provided by Partner School or its users, students, or students’ parents/guardians, that is directly related to a Partner School student including, but not limited to, information in the student’s Educational Record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Data Privacy Addendum. Student Data as specified in Exhibit A is confirmed to be collected or processed by Summit pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student’s use of the Services.

“Student User” means a student enrolled at the Partner School with an account on the Platform.

“Summit Learning Website” means the website for the Program presently located at www.summitlearning.org, which URL is subject to change from time to time.

“Terms of Service” means the Summit Learning Platform Terms of Service between each Licensed User of the Platform and Summit and the authorized representative of each Partner School and Summit, located on the Summit Learning Website.

“Third Party” means, for purposes of this Data Privacy Addendum, any person other than Summit, Partner School, a User, or a Service Provider.

“Third-Party Advertising” means direct advertising of third-parties and their products or services on our Service (e.g., such as when an advertiser would bid to place an advertisement directly on a platform). Summit does not allow third parties to advertise directly on its Service in user logged in areas of the Service, nor does Summit sell advertising space in logged in areas on the Platform. Summit also

does not use third-party ad servers (such as Google AdWords or AdSense) in user logged in areas of the Platform.

“Users” means, collectively, Student Users and Licensed Users.

EXHIBIT C

DATA SECURITY REQUIREMENTS

Definitions

Event is any observable occurrence in a system or network

Site Event (SEV) is an event impacting platform functionality and/or availability requiring remediation and/or investigation.

Sensitive Data is defined to include:

- Personally Identifiable Information contained in Student Data as previously defined in Exhibit B
- Personally Identifiable Information (as defined in Exhibit B) of teachers, parents, administrative staff or site admin of the Service
- Any login credentials, passwords, user authentication tokens or security devices used for Platform or infrastructure access

Security Coordinator - Bryant Wong

Security Incident - An incident where Summit becomes aware of any actual or reasonably suspected unauthorized disclosure of or access to Sensitive Data.

On-Call means the Summit personnel tasked with monitoring system alerts and responding to incidents. Summit will use reasonable efforts to have an engineer on-call at any given moment.

Platform is as defined in this Data Privacy Addendum.

System Alert means an automated notification triggered by specified Platform system conditions.

Security

Security Controls: Summit shall be responsible for the implementation and maintenance of controls that align with the Center for Internet Security Critical Security Controls as well as other industry best practices for education technology security. This includes appropriate administrative, physical, and technical safeguards to protect Sensitive Data from unauthorized access, disclosure, and use. Specifically, Summit shall:

- Implement effective identification and authentication methods using multi-factor authentication (MFA) with strong password complexity and a mobile security application based on two-factor authentication (2FA).
- Employ strong encryption technologies to securely transmit and store all sensitive data. These procedures will include; data-in-transit secured with encrypted transportation protocols (HTTPS, SSL/TLS). When at rest sensitive data will be encrypted using one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES-256) to protect sensitive data.
- Create a highly effective data backup and recovery capability that ensures a timely and accurate restoration of all Sensitive Data. The capability will minimize the amount of Sensitive Data loss

in the event of some form of catastrophic failure. For further protection, those backups will be encrypted and are stored in a different region.

- Adopt and maintain a secure software development lifecycle (Secure SDLC) with industry recognized security practices to establish secure application(s), network, and infrastructure architectures. The Secure SDLC will also incorporate security assurance activities such as penetration testing, code reviews and architecture analysis as essential functions of the development effort.

Security Incident and Event Monitoring:

- Maintain platform availability through event monitoring and response procedures for all Site Events, automated Site Event notifications, handling and reporting by an On-Call personnel.
- Guard against Security Incidents and maintain incident response policies, plans and procedures focused on timely and effective incident response. These procedures shall be made to Partner School upon request.
- Employ industry leading intrusion detection measures focused on monitoring and identifying deviations in normal network, user, and platform behaviors. Employ trained incident handling professionals with experience in Security Incident and Event Monitoring (SIEM), Configuration Auditing and Threat Intelligence.

Security Governance:

- Develop and conduct security risk assessments focused on the identification and remediation of risks collected through a well defined assessment process.
- Employ oversight and accountability procedures for risk management and remediation



GOVERNMENT OF THE DISTRICT OF COLUMBIA
BILATERAL MODIFICATION

1. CONTRACT NO: GAGA-2016-C-0066	2. CONTRACT DATE: October 1, 2016	3. MODIFICATION NO: 4	4. MODIFICATION DATE:
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5. CAPTION: Recruitment and Selection of New and Experienced Teachers

6. ISSUED TO: (Contractor) Teach For America 1805 7 th Street, NW, 6 th Floor Washington, DC 20001 Tele: (202) 552-2400 Fax: (800) 724-4716	7. ISSUING OFFICE: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, NE, 9 th Floor Washington, DC 20002 Tele: (202) 442-5112 Fax: (202) 442-6105
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8. PROGRAM OFFICE: DCPS, Office of Talent and Culture

Pursuant to Section 15 of the Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Supply and Services Contract dated July 2010, and 27 DCMR Section 3601.2, the subject contract is hereby modified as follows:

- The Manager, Teacher Recruitment and Selection in the Office of Talent and Culture has requested a modification to Teach For America Contract GAGA-2016-C-0066 Recruitment and Selection of New Teacher per Memo received on May 8, 2018 and as set forth in the Contractor's Revised Proposal received on June 26, 2018.
- The changes to the contract are delineated below:

10. AMOUNT OF MODIFICATION: <u>\$25,000.00</u>	CURRENT VALUE OF CONTRACT: <u>\$200,000.00</u>
CURRENT COMPLETION DATE: <u>September 30, 2018</u>	

11 CONTRACTOR

By: _____ Name: _____
Signature of Authorized Representative Title: _____ Date

12. ACCEPTANCE BY THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

Signature

Name: Candace Butler
Title: Chief Procurement Officer Date

3 **DELETE** section 3.2 and **INSERT** the following

B.3.2 OPTION YEAR ONE (October 1, 2017 – September 30, 2018)

CLIN (contract line item no.)	Item Description	Not to Exceed Cost
1.1	Recruitment, selection and training of one teacher candidates or 5 Members <ul style="list-style-type: none"> 1 recruits units at \$100000 or each recruit 	\$1,000,000
1.2	Recruitment and selection of experienced alumni teacher candidates <ul style="list-style-type: none"> 1 recruits at \$100000 or each recruit 	\$1,000,000
Grand Total for B.3.2		\$200,000.00

B.3.3 OPTION YEAR TWO (October 1, 2018 – September 30, 2019)

CLIN (contract line item no.)	Item Description	Not to Exceed Cost
2.1	Recruitment, selection and training of one teacher candidates or 5 Members <ul style="list-style-type: none"> 1 recruits units at \$100000 or each recruit 	\$1,000,000
2.2	Recruitment and selection of experienced alumni teacher candidates <ul style="list-style-type: none"> 1 recruits at \$100000 or each recruit 	\$1,000,000
Grand Total for B.3.3		\$200,000.00

B.3.4 OPTION YEAR THREE (October 1, 2019 – September 30, 2020)

CLIN (contract line item no.)	Item Description	Not to Exceed Cost
3.1	Recruitment, selection and training of one teacher candidates or 5 Members <ul style="list-style-type: none"> 1 recruits units at \$100000 or each recruit 	\$1,000,000
3.2	Recruitment and selection of experienced alumni teacher candidates <ul style="list-style-type: none"> 1 recruits at \$100000 or each recruit 	\$1,000,000
Grand Total for B.3.4		\$200,000.00

B.3.5 OPTION YEAR FOUR (October 1, 2020 – September 30, 2021)

CLIN (contract line item no.)	Item Description	Not to Exceed Cost
0001	Recruitment and selection and training of new teacher candidates for Members <ul style="list-style-type: none"> • 1 recruits units at \$10000 for each recruit 	\$1000000
0002	Recruitment and selection of experienced alumni teacher candidates <ul style="list-style-type: none"> • 1 recruits at \$10000 for each recruit 	\$1000000
Grand Total for B.3.5		\$200,000.00



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

Page No. 1 of 25 pages

ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, NE, 11th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2015-C-0058 SOLICITATION NO: N/A

PROGRAM OFFICE: Office of Instructional Practice

CAPTION: Teacher Residency Partnership

TABLE OF CONTENTS

Table with 6 columns: SEC., DESCRIPTION, PAGE(S), SEC., DESCRIPTION, PAGE(S). Includes sections for Part I - The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits and Other Attach, and Part IV - Representations and Instructions.

The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:
PURCHASE ORDER NUMBER: TBA

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

URBAN TEACHERS

Contractor's Name
BY: [Signature]
Signature of Authorized Representative
Title: Executive Director, DC
Date: 1/13/16

1500 Union Avenue, Suite 2200, Baltimore, MD 21211
Mailing Address of Contractor

410-662-6600 Telephone No.
410-662-0000 Facsimile No.

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

[Signature]
Contracting Officer
Type or Print Name
Date: 1/14/16

The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT:

From: October 1, 2015 - September 30, 2016
Letter Contract awarded to start services October 1, 2015
CONTRACT AMOUNT: \$178,060.00

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Section B

SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COSTS

- B.1.1 The District of Columbia Public Schools (DCPS) has a need for Urban Teachers (“UT”/“Contractor”) to provide services for the recruitment, training, and coaching of teaching residents (“Residents”).
- B.1.2 Contractor shall provide the required services set forth in the Contractor’s Proposal received September 3, 2015 and incorporated in Section C and as Attachment J.1.3. Contractor shall provide the services at the prices set forth in Section B.1.4.
- B.1.3 This is a firm-fixed price contract for the base period amount of \$178,060.00.
- B.1.4 The total amount for the base and option years is as follows:

YEAR	PERIOD	AMOUNT
Base Year	October 1, 2015 – September 30, 2016	\$178,060.00
Option Year One	October 1, 2016 – September 30, 2017	\$178,060.00
Option Year Two	October 1, 2017 – September 30, 2018	\$178,060.00
Option Year Three	October 1, 2018 – September 30, 2019	\$178,060.00
TOTAL		\$712,240.00

Section C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

- C.1.1 The DCPS, Office of Instructional Practice has a need for Contractor to provide recruitment, selecting, and training up to at least twenty-five (25) Residents to serve as paraeducators and co-teachers in DCPS for SY2016-2017. Contractor shall provide all Residents with certification training courses, with classes occurring during non-DCPS school hours, in order for Residents to obtain full teaching certification from the District of Columbia Office of the State Superintendent of Education (“OSSE”). At the conclusion of SY 2016-2017, DCPS will determine whether it wishes to hire any of the Residents that have obtained certification to serve as DCPS teachers for the subsequent three school years.

The Contractor shall provide the following services as outlined in this section:

C.1.2 Recruitment, Training, and Coaching of Residents:

- a) Recruiting, selecting, and training up to at least twenty-five (25) Residents to serve as para-educators and co-teachers in DCPS for SY2016-2017.
- b) Coaching and developing current Residents and program alumni employed by DCPS.
- c) Meeting with DCPS to determine subject-area needs and pre-employment requirements.

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- d) Working with DCPS to set specific recruitment goals including separate goals for high-need target groups.
- e) Providing pool of candidates that meet DCPS' needs based on priority subjects, vacancies, and hiring timeline.
- f) Implementing a highly selective application process, keeping DCPS abreast of the status of applicants.
- g) Facilitating Residents' hiring with schools across DCPS.
- h) Requiring incoming Residents to make a three year teaching commitment following their initial residency year, subject to their hiring by DCPS following successful completion of the Contractor's certification coursework.

C.1.3 Implementation of Teacher Certification Program:

- a) Coordinating with DCPS and OSSE to provide coursework approved by OSSE leading to full certification. Certification coursework will be provided to Residents during SY 2016-2017 outside of normal DCPS school hours.
- b) Recruiting and hiring a team of qualified teachers to serve as faculty and coaches to assist program participants in obtaining their full certification.
- c) Conducting training for all Contractor employees or independent contractors that provide services related to the certification program.
- d) Providing coaching to Residents and program alumni still employed by DCPS by tracking progress in key performance areas and requirements and providing feedback when performance expectations are not met.
- e) Monitoring participants' progress throughout the Contractor certification program to ensure they successfully complete course requirements in a timely manner.
- f) Making recommendations to OSSE to certify only those participants who successfully satisfy the requirements of the Contractor certification program.

C.2 DISTRICT OF COLUMBIA PUBLIC SCHOOLS ROLES AND RESPONSIBILITIES

C.2.1 To facilitate the services to be provided by Contractor hereunder, DCPS agrees to:

- (a) Ensure that the Chief of Instructional Practice, Deputy Chief Instructional Innovation and Design, Manager of Innovation and Design, and all appropriate staff are appropriately involved in the goal-setting process.
- (b) Designate an appropriate DCPS official as the contact person for Contractor with respect to all matters relating to this Contract.
- (c) Cooperate with Contractor in order to facilitate the performance of the services described herein.

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- (d) Use reasonable efforts to ensure a mutual consent hiring process (as between DCPS and teacher candidate) for Residents selected and trained in connection with this contract, and ultimately hired by DCPS, consistent with applicable collective bargaining agreements.
- (e) For each Contractor candidate who completes the initial five to six (5-6) summer training, and who is approved for an employment offer by the DCPS after meeting the DCPS's employment eligibility requirements and vacancy needs, use reasonable efforts to place such teacher candidates as Residents in DCPS classrooms.
- (f) For each Contractor candidate who completes the year-long residency, and who is approved for an employment offer by the DCPS after meeting the DCPS's employment eligibility requirements and vacancy needs, use reasonable efforts to hire such teacher candidates as classroom teachers of record ("Teaching Fellows").
- (g) Encourage DCPS administrators' engagement with Contractor, particularly in submitting recommendations to inform Contractor's certification decisions.
- (h) Designate a DCPS staff member to support and provide Contractor with non-personally identifying student achievement data linked to individual Teaching Fellows and other program participants ("Participants") reflecting the impact of individual Participants on student achievement. Where possible under applicable law and collective bargaining agreements, the assigned DCPS staff member will provide data on other groups of teachers in the DCPS, in the aggregate, for comparison purpose. If data is not available, DCPS shall, again subject to applicable law and collective bargaining agreements, provide raw non-personally identifying data from other teachers for comparison purposes. In order to obtain any data covered under this section, Contractor must follow all guidelines established by the DCPS Office of the Chief of Staff, including submitting a research proposal. To the extent DCPS is able under applicable federal and local law to provide any data requested under this section, DCPS will take all reasonable measures to attempt to provide such data to Contractor within six-eight (6-8) weeks of its request.
- (i) Upon receiving written consent from each program participant to disclose confidential employment data about such participant to Contractor, provide Contractor upon request, but no more frequently than monthly, with the employment status of all program participants who accepted teaching positions with DCPS (e.g., Active, Resigned, Terminated and such participants' teacher evaluation ratings ("Teacher Evaluation Data")).
- (j) Notify current DCPS para-educators and co-teachers of the residency and certification programs offered by Contractor in the future;
- (k) Use reasonable efforts to provide Contractor with access to DCPS personnel, including school principals, for a reasonable period of time following termination of this Contract for the purpose of conducting a voluntary post-project evaluation. The parties understand and acknowledge that any participation in the evaluation is voluntary and anonymous, and that Contractor will not use any feedback provided by DCPS in the evaluation in a manner that suggests DCPS support or endorsement of Contractor or its programs/personnel. Moreover, Contractor represents that the evaluation will not ask for any personally identifiable information regarding any DCPS students, DCPS employees, Residents, or Teaching Fellows.
- (l) Review and approve all documents, website content, and other program-related materials, as necessary, and in a reasonably timely manner.
- (m) Upon being hired by DCPS, provide teachers trained by Contractor with access to the same existing support services available to all beginning teachers in the DCPS.

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- C.2.2 The parties acknowledge that the individuals recruited and trained pursuant to this contract will be employed by DCPS, and not the Contractor, upon being selected for employment pursuant to the DCPS employee selection process. The parties agree that DCPS, and not the Contractor, is responsible for all final employment decisions (hiring and termination decisions during the school year) for candidates who successfully complete the program and that completion of the program by itself does not qualify participants for employment with DCPS. The Contractor shall be responsible for managing all aspects of its recruitment and training program pursuant to this Contract including, but not limited to, decisions to remove program participants and administering its appeals process, if any, for removed participants.
- C.2.3 The DCPS, Office of Talent and Culture shall provide oversight and management of this contract by monitoring and evaluating the performance of the Contractor in accordance with the terms and conditions of this contract.

Section D

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.1 when applicable.

Section E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 6 and the Inspection of Services Clause in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.1.

Section F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

- F.1.1 The term of the contract shall be from October 1, 2015 through September 30, 2016. The Letter Contract awarded on October 1, 2015 shall merge with the Definitive Contract. This contract has a base year and three (3) option years.

F.2 TYPE OF CONTRACT

- F.2.1 This is a firm-fixed price contract.

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F.3 OPTION PERIOD

- F.3.1 The District may extend the term of this contract by exercising up to three (3), one year, option periods.
- F.3.2 The total duration of this contract, including the exercise of any option under this clause, shall not exceed four (4) years.

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.4.1 The District may extend the term of this contract for a period of three, one-year option period, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall 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 Contracting Officer prior to expiration of the contract.
- F.4.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.4.3 The price for the option period may be renegotiated at the time of exercise of option to extend the contract based on program changes or adjustments.
- F.4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

Section G

CONTRACT ADMINISTRATION DATA

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 30th day after receiving a proper invoice from the Contractor. The Contractor will accept payment through Electronic Funds Transfer as submitted to DCPS. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to the Contractor for resolution as soon as such disputed amounts have been determined by the DCPS Contract Administrator managing this proposed contract. If any undisputed invoice, or any undisputed portion of a disputed invoice, is not paid in full within thirty (30) days of the due date, the DCPS will pay a late fee equal to one percent (1%) of such late payment while the invoice remains unpaid.

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G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoice(s) 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 Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools
Office of Accounts Payable
1200 First Street, NE, 9th Floor
Washington, DC 20002
Phone: (202) 442-5255
Email address: dcps.invoices@dc.gov

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- (a) Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- (b) Contract number **GAGA-2015-C-0058** and invoice number;
- (c) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- (d) Other supporting documentation or information, as required by the Contracting Officer;
- (e) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (f) Name, title, phone number of person preparing the invoice;
- (g) Name, title, phone number and mailing address of person (*if different from the person identified in G.9.5 below*) to be notified in the event of a defective invoice; and
- (h) Authorized signature.

G.3 **Reserved**

G.4 **Reserved**

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)."

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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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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 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).

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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:

Glorious Bazemore
Contracting Officer
Office of Contracts and Acquisitions (OCA)
1200 First Street, NE, 9th Floor
Washington, DC 20002
Phone: (202) 442-5112
E-mail: glorious.bazemore@dc.gov

Joan Aird
Contract Specialist
Office of Contracts and Acquisitions (OCA)
1200 First Street, NE, 9th Floor
Washington, DC 20002
Phone: (202) 535-1324
E-mail: joan.aird@dc.gov

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:

- a) Keeping 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;
- b) Coordinating site entry for Contractor personnel, if applicable;
- c) Reviewing 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;
- d) Reviewing 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
- e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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- f) The CA shall complete quarterly contractor performance evaluations and transmit electronically completed evaluations to the assigned CO and Contract Specialist the 5th of the month for the duration of the contract term inclusive of applicable Option Year terms.
- g) In the event the designated CA is no longer assigned to this contract, the CA must submit a resignation of CA duties notifying the CO and Contract Specialist of the replacement CA and ensure the transition of the contract prior to departure.
- h) The contract must be modified to reflect the new Contract Administrator before the replacement may assume CA duties.

G.9.2 The address and telephone number of the CA is:

Paige Hoffman
Manager, Innovation and Design
District of Columbia Public Schools
Office of Instructional Practice
1200 First Street, NE, 10th Floor
Washington, DC 20002
Phone: (202) 460-9567
E-mail: paige.hoffman@dc.gov

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 shall 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.

G.9.5 **Contractor Personnel**

The Contractor shall designate a responsible contact person who will ensure that the contract will be executed fully and completely. The Contractor designates the following contact persons:

Jacqueline Greer
Executive Director, DC
Urban Teachers
1500 Union Avenue
Suite 2200
Baltimore, MD 21211
P) 410-662-6600
Email: jacqueline.greer@urbanteachers.org

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Jennifer Green
Chief Executive Officer
Urban Teachers
1500 Union Avenue
Suite 2200
Baltimore, MD 21211
P) 410-662-6600
Email: jennifer.green@urbanteachers.org

- G.9.6 The Contractor shall make a reasonable, good faith effort to ensure that the personnel originally proposed as members of its contract staff will be available for the duration of the contract.
- G.9.7 If for any reason, a person designated as "key" must be replaced, the parties will agree upon a mutually acceptable "replacement transition period" which will be at least ten (10) working days in duration.

Section H

SPECIAL CONTRACT REQUIREMENTS

H.1 UNUSUAL INCIDENTS

- H.1.1 The Contractor shall report unusual incidents by facsimile or telephone to the Contract Administrator (CA) within 24 hours, and in writing within five (5) days. An unusual incident is an event that affects staff (DCPS employees or Contractor's staff) or clients, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of a customer(s), staff negligence, physical, sexual or verbal abuse of a customer by staff, fire, complaints from families or visitors of clients, request for information from the press, attorneys, or Government officials outside of DCPS, and behavior requiring attention of staff not usually involved in their case.
- H.1.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the CA within the five (5) day period.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

- H.2.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer shall have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions, Attachment J.1.1. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues of funds, provided by the District under the contract.
- H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

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H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.2.5 The Contractor shall include these aforementioned audit and record keeping requirements in all approved assignments.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 CONFLICT OF INTEREST

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.6 TERMINATION

Termination of this contract will be governed by the Inspection of Supplies clause in section 5 and Inspection of Services clause in section 6 of the Government of the District of Columbia Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

H.7 WAGE RATES

The Contractor is bound by Wage Determination No. 2005-2103, Revision No. 16 dated July 8, 2015 (Attachment J.1.2), issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates for the term of the base period of the contract. If the option period is exercised, the Contractor shall be bound by the wage rate at the

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time. If the option is exercised and a revised wage rate determination obtained by the District's Contracting Officer for the option period is applicable, the Contractor may be entitled to an equitable adjustment.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel, if any, expressly specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.9 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.9.1 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.9.2 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.9.3 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.10 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (WHEN APPLICABLE)

- H.10.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").
- H.10.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.10.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
- Number of new job openings created;
Number of job openings listed with DOES;
Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
Total number of all employees hired for the reporting period and
The cumulative total number of employees hired, including:
- (a) Name;
 - (b) Social Security number;

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- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.10.4 If the contract amount is equal to or greater than one hundred thousand dollars (\$100,000.00), the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.10.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section H.10.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section H.10.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources; 33
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to Section H.10.6.

H.10.6 The Contracting Officer may waive the provisions of Section H.10.4 if the Contracting Officer finds that: A good faith effort to comply is demonstrated by the Contractor; the Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince Shalliam, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

The Contractor enters into special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.10.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Sections H.10.5 and H.10.6, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.10.4 or whether a waiver of compliance pursuant to Section H.10.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

H.10.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.10.3, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section H.10.8.

H.10.9 The provisions of Sections H.10.4 through H10.8 do not apply to nonprofit organizations.

H.11 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S. Code 794 (1983) Et seq.

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H.12 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Contractor and any of its subcontractors shall comply with the ADA during the performance of the contract. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S. Code 12101 *Et seq.*

H.1 WAY TO WORK AMENDMENT ACT OF 2006

- H.13.1 Except as described in H.11. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 35 Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.13.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.13.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.13.4 The Department of Employment Services may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.
- H.13.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.13.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.13.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.13.8 The requirements of the Living Wage Act of 2006 do not apply to: (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law; (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage; (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility; (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor; (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006; (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006; (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3)); (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations

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and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.13.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.14 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.14.1 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 positions requiring criminal background checks determined by the DCPS.

H.14.2 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 positions requiring criminal background checks determined by the DCPS.

H.14.3 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.14.4 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.14.5 For applicants, employees and unsupervised volunteers to which this Section H.14 applies, 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;
 - (viii) Child abuse or cruelty to children; or

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- (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.14.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.14.7 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.14.5(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.14.8 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.14.9 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.
- H.14.10 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.14.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.14.12 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.

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H.14.13The 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.14.14The 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.14.15The 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.14.16Unless 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 volunteer in the positions listed in sections H.14.1 and H.14.2.

H.14.17An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.14.18The CA 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.14.19If 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.14.20Criminal 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.14.21Contractor shall ensure all of its employees, contractors, volunteers and other personnel providing services under this contract (Contractor 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). Contractor shall also ensure that all Contractor 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 while providing service under this contract and that such persons at all times avoid unsupervised direct contact with such students.

H.14.22Contractor shall ensure that any Contractor Personnel having direct contact with students while providing service under this contract annually take the mandated reporter training offered by the DC Child and Family Services Agency (Mandated Reporter Training), which is provided for ANY person or employee (private or public) at no cost. This training can be found using the following website:
<https://dc.mandatedreporter.org/Registration/Registration.action>. Additional information regarding the Mandated Reporter Training can be found by calling (202) 442-6000 or by visiting <http://cfsa.dc.gov/>. Contractor shall ensure that Contractor Personnel report suspected instances of child abuse and neglect according to the requirements of District law and the means prescribed in the Mandated Reporter Training. Contractor must also ensure that its representative responsible for managing this contract takes the Mandated Reporter Training annually. Copies of all Mandated Reporter Training certificates verifying Contractor Personnel have completed training must be provided to DCPS for record keeping. Contractor must also maintain copies of such certificates

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for its internal records. At any time, DCPS reserves the right to request a copy of a Mandated Reporter Training completion certificate for ANY Contractor Personnel working in direct contact with DCPS students.

Section I

CONTRACT CLAUSES

I.1 DISCLOSURE OF INFORMATION

Other than as required by applicable law, including the Freedom of Information Act (FOIA), no information regarding the Contractor's performance of the Contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007 ("SCP"), attached hereto as J.1.1 shall be applicable to the contract.

I.3 DRUG-FREE WORKPLACE

I.3.1 Definitions. As used in this provision.

- (i) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- (ii) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- (iii) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- (iv) "Drug-free workplace" means a site for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (v) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- (vi) "Individual" means a Contractor that has no more than one employee including the Contractor.

I.3.2 The Contractor, if other than an individual, shall -within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -

I.3.2.1 Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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I.3.2.2 Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

I.3.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph I.3.2.1 of this clause;

I.3.2.4 Notify such employees in writing in the statement required by subparagraph I.3.2.1 of this clause that as a condition of continued employment on this contract, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

I.3.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision I.3.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

I.3.2.6 Within 30 calendar days after receiving notice under subdivision I.3.2.4(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

I.3.2.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs I.3.2.1 through I.3.2.6 of this clause.

I.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

I.3.4 In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs I.3.2 or I.3.3 of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

I.4 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or students of the District of Columbia Public Schools shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters; nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

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I.5 RIGHTS IN DATA

- I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in **Contract No. GAGA-2015-C-0058** with **Urban Teachers**; and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

I.5.11 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.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.7 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: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 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: \$5,000,000 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 \$1,000,000 per occurrence for each wrongful act and \$1,000,000 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.

GAGA-2015-C-0058 - Teacher Residency Partnership

6. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd 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 \$1,000,000 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.
- 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:

Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Telephone: 202-442-5112
E-mail address: glorious.bazemore@dc.gov

- 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.

GAGA-2015-C-0058 - Teacher Residency Partnership

I.8 ORDER OF PRECEDENCE

I.8.1 The following is a list of documents in the order of priority to resolve any conflicts or inconsistencies among the terms of this contract or in the terms of any attachments to this contract:

- a) The Negotiated Contract for Good and/or Services (pages 1-25)
- b) Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract, dated March 2007 (Attachment J.1.1)
- c) Wage Determination No. 2005-2103, Revision 16 dated July 8, 2015 (Attachment J.1.2)
- d) Contractor's Proposal, dated September 3, 2015 (Attachment J.1.3)

I.8.2 This contract, including specifically the incorporated documents, constitutes the total and entire contract between the Contractor and DCPS.

I.9 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.10 TOTAL AGREEMENT OF THE PARTIES

This contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall not provide a basis for modifying or changing this written contract.

Section J

LIST OF ATTACHMENTS

J.1 DOCUMENTS INCORPORATED BY REFERENCE

No.	Title	Date	No. of Pages
J.1.1	Standard Contract Provisions for Use With the District of Columbia Supply and Services Contract	March 2007	22
J.1.2	Wages Determination No. 2005-2103, Revision 16	July 8, 2015	10
J.1.3	Contractor's Proposal submitted	September 3, 2015	6
J.1.4	Living Wage Act of 2006		1
J.1.5	Living Wage Fact Sheet	January 1, 2016	2



#7437

ABSTRACT OF CORRESPONDENCE

2018 FEB 12 PM 1:09
THE OFFICE OF THE
GENERAL COUNSEL

TO: Antwan Wilson, Chancellor
FROM: Brian Pick, Chief, Teaching and Learning
DATE: February 5, 2018
SUBJECT: Updated MOA for DCPS and Washington Performing Arts

1. **Summary of Key Points (Brief):** This is an annual update of DCPS' MOA with Washington Performing Arts, a nonprofit organization dedicated to advancing performance and arts education in DC. Washington Performing Arts works with DCPS Arts, Music, and Global Education to implement programs like Capital Strings and the Embassy Adoption Program.

2. **Special Concerns:** None

3. **Action Required:** Chancellor's Signature of approval

4. **Contact Person:** Kayla Gatalica (kayla.gatalica@dc.gov) Phone: (202) 590-7514
Tori Delaney victoria.delaney@dc.gov 442-5222

5. **Chancellor's or designee's Action:**

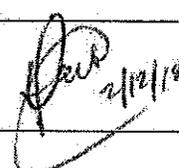
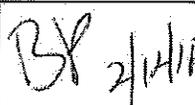
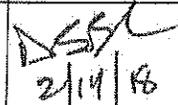
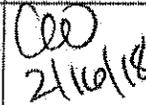
Approved Disapproved Modify Discuss

REMARKS:


Chancellor's Signature

3/7/18
Date

CLEARANCE

	PREPARED BY	CLEARED BY	CLEARED BY Chief, Teaching and Learning	CLEARED BY General Counsel	CLEARED BY OCOO	CLEARED BY
SURNAME & OFFICE (TYPED)	Kate Ireland OTL	Heather Holiday OTL	Brian Pick	Scott Barash	Carla Watson	
INITIAL & DATE		 2/12/18	 2/14/18	 2/14/18	 2/16/18	



#7437

ABSTRACT OF CORRESPONDENCE

TO: Amanda Alexander, Interim Chancellor
 FROM: Brian Pick, Chief, Teaching and Learning
 DATE: February 5, 2018
 SUBJECT: Updated MOA for DCPS and Washington Performing Arts

1. Summary of Key Points (Brief): This is an annual update of DCPS' MOA with Washington Performing Arts, a nonprofit organization dedicated to advancing performance and arts education in DC. Washington Performing Arts works with DCPS Arts, Music, and Global Education to implement programs like Capital Strings and the Embassy Adoption Program.

2. Special Concerns: None

3. Action Required: Chancellor's Signature of approval

4. Contact Person: Kayla Gatalica (kayla.gatalica@dc.gov) Phone: (202) 590-7514
 Tori Delaney victoria.delaney@dc.gov (202) 442-9929

5. Chancellor's or designee's Action:

Approved Disapproved Modify Discuss

REMARKS:

3/7/18

Chancellor's Signature

Date

CLEARANCE

	PREPARED BY	CLEARED BY	CLEARED BY Chief, Teaching and Learning	CLEARED BY General Counsel	CLEARED BY OCOO	CLEARED BY
SURNAME & OFFICE (TYPED)	Kate Ireland OTL	Heather Holaday OTL	Brian Pick	Scott Barash	Carla Watson	
INITIAL & DATE	see attached	see attached	see attached	see attached	see attached	



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**MEMORANDUM OF AGREEMENT
BETWEEN
WASHINGTON PERFORMING ARTS
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR ARTS EDUCATION PROGRAMS**

Since 1965, Washington Performing Arts has worked in partnership with the District of Columbia Public Schools (“DCPS”) to bring dynamic arts education programs to its students that complement and support the District’s curricula in arts education. For 42 years, Washington Performing Arts and DCPS have worked together to fund and implement the Embassy Adoption Program (“EAP”). In addition, Washington Performing Arts’ efforts with DCPS include the Capital Arts Partnership programs (“CAP”), including Capital Jazz, Capital Strings, Capital Voices, and Capital Dance. These programs have allowed Washington Performing Arts to offer a continuum of arts education programming to DC students throughout each school year. Through Washington Performing Arts’ in-school programs, hundreds of thousands of students in the District of Columbia have been exposed to a broad spectrum of the performing and visual arts through creative and award-winning programs.

The purpose for this Memorandum of Agreement (“MOA” or “Agreement”) is (i) to recognize the interconnected and complementary nature of arts education services provided by Washington Performing Arts, a non-profit organization, and the arts and global education curricula implemented by the DCPS and (ii) to define the roles, responsibilities and procedures for collaboration between Washington Performing Arts and DCPS (collectively referred to herein as the “Parties”) in support of arts education programs for the students of DCPS.

This MOA is intended to codify the terms of the relationship between the Parties in support of collaborative activities and ensure the continued development of these high-quality educational programs for DCPS students.

Programs (collectively referred to herein as the “Programs”) covered by this Agreement include, but are not limited to:

1. The Embassy Adoption Program;
2. Capital Arts Partnership Programs;
3. Concerts in Schools;
4. In-School Artist Residencies;
5. Main Stage Artist Residencies;



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I. OVERVIEW OF PROGRAMS

A. THE EMBASSY ADOPTION PROGRAM

The EAP is an arts-integrated global education program which gives 5th and 6th grade DCPS students a better understanding of and appreciation for global issues and world cultures. The program, co-founded and implemented by Washington Performing Arts and DCPS, provides a direct connection between DCPS classrooms and foreign embassies and global representatives located in Washington, DC, and includes class visits to embassies and cultural organizations, student interaction with performing artists and participation in a Mini-United Nations. Since the EAP's inception in 1974, over 100 embassies have participated in the program, and over 40,000 DCPS students have been impacted.

Each fall, DCPS schools from all four quadrants of the city are matched with embassies and global representatives from all over the world. The participating 5th and 6th grade classes study their "adopted" country or region using a framework that is aligned with local and national learning standards. The framework is interdisciplinary, incorporating reading, writing, math, social studies, science, foreign language, art, music, and physical education. Through EAP, students learn a variety of skills, including oral presentation, report and letter writing, computer technology, traditional arts, and map reading.

Diplomats or global representatives provide support by visiting 5th grade classrooms a minimum of three times per year and by visiting 6th grade classrooms for at least one day-long visit. Diplomats and global representatives often bring printed materials, posters, DVDs, musical instruments, and other artifacts of their culture for the students. Some teach the students songs and dances, or lead them in an art project. In the spring, students visit their partner's embassy or office to present a short program to the embassy staff, reflecting what they have learned during the year through the EAP.

Another component of the program is the all-day Mini-United Nations where 6 delegates from each class discuss environmental issues from the point of view of their "adopted country" or region and vote on resolutions in a general assembly.

The Washington Performing Arts Education staff and the DCPS Global Education staff will work together to support the program. In addition to this staff support, Washington Performing Arts coordinates a group of volunteers to provide classroom support for teachers.



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B. CAPITAL ARTS PARTNERSHIP PROGRAMS

Founded in 2007, Washington Performing Arts' four Capital Arts Partnership programs (Capital Jazz, Capital Strings, Capital Voices, and Capital Dance) foster instrumental and vocal music instruction, dance and movement concepts, writing, listening, improvisation, and performance skills. Held in DCPS elementary, middle, and select high schools, the Capital Arts Partnership (CAP) programs actively involve the classroom teacher, students, and Washington Performing Arts' Teaching Artists in hands-on, performance-based arts education. Capital Jazz, the first CAP program, was developed in collaboration with Jazz at Lincoln Center and builds music reading, writing, listening, improvisation, and performance skills. Capital Strings sparks music appreciation and practice with stringed instrument instruction. Capital Dance introduces strong foundations for dance and movement. Capital Voices uses gospel and world music genres for voice training and music education.

Partner schools are identified by Washington Performing Arts each year, in collaboration with DCPS Office of Teaching and Learning Arts staff, and in consultation with the targeted principal and teacher. Washington Performing Arts teaching artists provide support for the program by visiting partner classrooms throughout the school year during the contract period. They conduct rehearsals, coach small ensembles, teach new techniques, and provide sectional support at the request of and in collaboration with their partner teachers.

Washington Performing Arts' Teaching Artist Faculty is composed of professional performers and educators who bring a depth of passion, education, and experience to their teaching artistry. Their credentials include doctorates in music, dance, and/or education, success as published composers and authors, and acclaim as active, nationally-renowned performers.

Participating students and teachers receive a minimum of 15 contact hours with professional teaching artists in their classrooms. In addition to classroom activities, Washington Performing Arts provides opportunities and transportation for students to experience live performances by professional ensembles in DC-area venues, including the Kennedy Center, Shakespeare Theater, Music Center at Strathmore, THEARC, and others. Each participating school presents a culminating in-school concert. Washington Performing Arts also provides, whenever possible, opportunities for students to participate in public performances at venues including the Kennedy Center, Phillips Collection, and National Gallery of Art.



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Washington Performing Arts teaching artists implement the program in schools in collaboration with DCPS music and classroom teachers, and are supported by Washington Performing Arts Education staff.

C. CONCERTS IN SCHOOLS

A mainstay of Washington Performing Arts since its inception in 1965, Concerts In Schools (CIS) provides free in-school music, dance, and storytelling performances, lectures, and demonstrations to DCPS students. Using curriculum- and standards-based teaching plans and an experienced cadre of artists and ensembles, CIS introduces students to live performance as well as forums to learn about heterogeneous cultures through interactive programming featuring U.S., Caribbean, African, Latin American, and European art forms.

Washington Performing Arts offers Concerts In Schools events in a back-to-back performance/demonstration format that covers two (2) performances on-site at a school within 3.0 hour time frames. This format allows the school to include a majority of the students in the experience.

Classroom teachers and/or school administrators self-select to participate in the program each year via an online registration process on Washington Performing Arts' website.

Washington Performing Arts teaching artists implement the program in schools in collaboration with school administrators, faculty, and/or staff, and are supported by Washington Performing Arts Education staff.

D. IN-SCHOOL ARTIST RESIDENCIES

Launched in 1965, Washington Performing Arts' In-School Artist Residencies (ISAR) enable students to engage with professional performers of local and national/international reputation over an extended period with activities linked to the DCPS Framework for Arts Learning and other curricula and aligned with state and national standards. ISAR events are free to DCPS students.

In-School Artist Residencies expand upon the Concerts In Schools experience through a five-session classroom residency in arts-learning activities that connect the art form to the DCPS Framework for Arts Learning and other curricula. Each residency begins or culminates with a school-wide presentation by the artist or ensemble leading the residency.

The ISAR program provides the classroom teacher with many options. Some residencies offer already-prepared lessons designed to deeply address one



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or more specific topics (such as geometry, world history, writing, or college preparation). Others allow for more flexibility and input from the classroom teacher. All residencies encourage the Washington Performing Arts teaching artists and school educators to work together to develop a program that best meets the needs of the students.

Classroom teachers and/or school administrators self-select to participate in the program each year via an online registration process on Washington Performing Arts' website.

Washington Performing Arts teaching artists implement the program in schools in collaboration with school administrators, faculty, and/or staff, and are supported by Washington Performing Arts Education staff. Washington Performing Arts' Teaching Artist Faculty is composed of professional performers and educators who bring a depth of passion, education, and experience to their teaching artistry. Their credentials include doctorates in music and education, success as published composers and authors, and acclaim as active, internationally-renowned performers.

E. MAINSTAGE ARTIST RESIDENCIES

Mainstage Artist Residencies foster student interaction via master classes, workshops, and panels with the world-renowned artists featured in Washington Performing Arts' programming season. Mainstage residency artists have included Simone Dinnerstein, Cécile McLorin-Salvant, and Hugh Masekela.

Washington Performing Arts schedules Mainstage Artist Residencies for free at targeted schools, in consultation with DCPS Arts staff from the Office of Teaching and Learning.

II. TERM

This MOA shall be effective on the date of signing and terminate on the 31st day of August 2018 (the "Initial Term"). The Initial Term may be renewed for successive one year terms, or any fraction thereof, by mutual written agreement of the Parties (the Initial Term and any successive terms are collectively referred to herein as the "Term").

III. RESPONSIBILITIES

A. EMBASSY ADOPTION PROGRAM (EAP)



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1. DCPS agrees to assume the following responsibilities in support of the EAP:
 - a. Support the full participation of DCPS teachers selected for the program, and involvement of appropriate central office personnel as required for successful program implementation.
 - b. Provide, at a minimum, funding for the salary of one full-time employee to staff the EAP during the Term of this Agreement subject to the availability of appropriated funds for this purpose.
 - c. Provide guidance to the EAP staff, under the Chief of Teaching and Learning, to ensure alignment of EAP's multidisciplinary instructional materials with appropriate local and national educational standards.
 - d. In collaboration with Washington Performing Arts staff, identify the non-personnel program materials and services to be purchased for the program by Washington Performing Arts as referenced in Section III.A.2.d. All expenditures made by Washington Performing Arts will utilize such Washington Performing Arts funds as are available for this purpose.
 - e. In collaboration with Washington Performing Arts staff, identify areas for evaluation and assessment of student participants in the Embassy Adoption Program, and provide the total number of students/schools participating in the program and anonymous student satisfaction survey results upon request, but only to the extent such data may be provided according to the DCPS Office of the Chief of Schools ("OCS") guidelines and applicable privacy laws (see Section XI).
 - f. Participate in monthly meetings with Washington Performing Arts to discuss EAP activities, the contents of which will be agreed to by the parties.
2. Washington Performing Arts agrees to assume the following responsibilities in support of the EAP:



- a. Subject to the availability of funding, provide, at a minimum, funding for the salary of one full-time staff member from Washington Performing Arts to work in conjunction with DCPS.
- b. Coordinate with DCPS and other entities, including the Washington Performing Arts Women's Committee, to secure volunteer support for the program.
- c. Provide additional appropriate assistance and consultation from Washington Performing Arts staff to the Washington Performing Arts and DCPS staff working on the EAP.
- d. Subject to the availability of funding, during the Term of this Agreement, provide a minimum of \$25,000 of funding for essential non-personnel program expenses, including:
 - a. Buses or fare for public transportation to transport all participating students to their adoptive embassies and EAP-related events;
 - b. Refreshments, supplies, and other expenses associated with training sessions for participating EAP teachers and embassy representatives;
 - c. Lunch, supplies, and other expenses associated with the EAP Mini-United Nations program;
 - d. Program supplies and materials for participating EAP classrooms;
 - e. "Thank you" gifts for Ambassador/spouse and embassy staff;
 - f. Supplies and materials necessary to implement the program, including recruitment tools, printed materials, and other items identified throughout the program year.
- e. Subject to the availability of additional funds, provide opportunities for EAP students to participate in cultural activities, such as visits to museums and art galleries, interactions with artists and attendance at concerts.



- f. In collaboration with DCPS staff, identify areas for evaluation and assessment of student participants in the Embassy Adoption Program, and provide student tracking data upon request.
- g. Participate in monthly meetings with DCPS to discuss EAP activities and program developments.

B. CAPITAL ARTS PARTNERSHIPS

1. DCPS agrees to assume the following responsibilities in support of the Capital Arts Partnerships:
 - a. Support the appropriate participation of DCPS teachers selected for the program, and involvement of appropriate central office personnel, as reasonably required for successful program implementation.
 - b. Subject to the availability of instruments and funding, provide musical instruments and essential accessories in good working condition to schools/students participating in the program, including transport and storage for such items. The parties understand and agree that this commitment relates only to existing inventory and that it does not obligate DCPS to purchase any additional musical instruments.
 - c. In collaboration with Washington Performing Arts staff, identify areas for evaluation and assessment of student participants in the Capital Arts Partnership programs and provide the total number of students/schools participating in the programs and anonymous student satisfaction survey results upon request, but only to the extent such data may be provided according to OCS guidelines and applicable privacy laws (see Section XI).
2. Washington Performing Arts agrees to assume the following responsibilities in support of the Capital Arts Partnership Programs:
 - a. Subject to the availability of funding, provide full-time program personnel from Washington Performing Arts to oversee the development and implementation of all



program logistics for the Capital Arts Partnership Programs.

- b. Identify and contract all teaching artists to implement the Capital Arts Partnership programs, including instrumentalists (jazz and string), vocalists, and dancers, as determined by school/program participation. Washington Performing Arts understands and agrees that it may not hire or otherwise contract with DCPS teachers during their contracted work year to provide teaching services to DCPS schools under the Programs.
- c. Subject to the availability of funding and where possible, provide musical instruments and essential accessories in good working condition to schools/students participating in the program.
- d. Provide additional appropriate assistance and consultation from Washington Performing Arts staff to partner teachers and DCPS staff.
- e. Track working conditions and provide maintenance and repair of Washington Performing Arts musical instruments used in the Capital Arts Partnership programs.
- f. Track program participation, including statistics, photo and video documentation, and other necessary information to show program efficacy.
- g. In collaboration with DCPS Central Administration staff, identify areas for evaluation and assessment of student participants in the Capital Arts Partnership programs, and provide data upon request.
- h. Subject to available funds, provide funding for essential non-personnel program expenses, including:
 - a. Buses or fare for public transportation to transport all participating students to CAP-related events;
 - b. Refreshments, supplies, and other expenses associated with training sessions for participating CAP teachers and students;

- c. Program supplies and materials for participating CAP classrooms;
- i. Where possible, provide opportunities for CAP students to participate in cultural activities, including interactions with artists and attendance at concerts.

**C. CONCERTS IN SCHOOLS, IN-SCHOOL ARTIST RESIDENCIES,
MAINSTAGE ARTIST RESIDENCIES**

- 1. DCPS agrees to assume the following responsibilities in support of the Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs:
 - a. Support the appropriate participation of DCPS teachers selected for these programs, and involvement of appropriate central office personnel, as reasonably required for successful program implementation.
 - b. Provide guidance to the Washington Performing Arts staff to ensure alignment of Concerts In Schools and Residency Program activities with appropriate local and national educational standards.
 - c. Collaborate with Washington Performing Arts Education staff to identify appropriate school participants for Mainstage Artist Residencies.
 - d. In collaboration with Washington Performing Arts staff, identify areas for evaluation and assessment of student participants in the Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs, and provide the total number of students/schools participating in the program and anonymous student satisfaction survey results upon request, but only to the extent such data may be provided according to OCS guidelines and applicable privacy laws (see Section XI).
- 2. Washington Performing Arts agrees to assume the following responsibilities in support of the Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs:
 - a. Subject to the availability of funding, provide full-time program personnel from Washington Performing Arts to



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oversee the development and implementation of all program logistics for the Concerts In Schools and Residency Programs.

- b. In the sole discretion of Washington Performing Arts, identify and contract all teaching artists to implement the Concerts In Schools and In-School Artist Residency programs, as determined by school/program participation. Washington Performing Arts understands and agrees that it may not hire or otherwise contract with DCPS teachers during their contracted work year to provide teaching services to DCPS schools under the Programs.
- c. Collaborate with DCPS Central Administration staff to identify appropriate school participants for Mainstage Artist Residencies.
- d. Provide logistical support, transportation, and fees for all Mainstage Artist Residencies.
- e. Track program participation, including statistics, photo and video documentation, and other necessary information to show program efficacy.
- f. In collaboration with DCPS Central Administration staff, identify areas for evaluation and assessment of student participants in the Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs, and provide data upon request.

D. COLLABORATIVE RESPONSIBILITIES FOR ALL PROGRAMS:

DCPS and WPA agree to collaborate and jointly assume the following responsibilities in support of EAP, CAP programs, CIS, ISAR, Mainstage Artist Residencies, and Washington Performing Arts Summer Camps:

- a. Publicize and promote the programs through media and other means which highlight the participation of both Parties in the programs. Parties will work collaboratively to create or provide logos for use in publications, statements, and promotional materials (websites).



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- b. Evaluate the strengths, weaknesses and growth potential of the programs, and develop appropriate strategic plans to improve the programs in future years, consistent with the educational priorities of DCPS and the educational mission of Washington Performing Arts.
- c. Identify areas for evaluation and assessment of student participants in the Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs, and provide data upon request, but only to the extent such data may be provided according to OCS guidelines and applicable privacy laws (*see* Section XI, below).
- d. Identify additional resources to enhance the programs during the each school year, and coordinate strategies for raising additional funds from private and public sources to support program expansion and improvement in future years.

IV. BACKGROUND CHECKS

Washington Performing Arts shall ensure all of its employees, contractors and volunteers and other personnel providing services under this MOA (“WPA Personnel”) submit to all background checks required by DCPS, including, but not limited to, a tuberculosis screening and a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Washington Performing Arts shall also ensure that all WPA 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.

V. DCPS FIELD TRIP AND MEDIA CONSENT REQUIREMENTS

Washington Performing Arts 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 recordings and images in the Programs prior to the start of the Programs.



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VI. USE AGREEMENTS

Washington Performing Arts' authorization to access and use any DCPS facility space may be conditioned upon Washington Performing Arts' first executing a Use Agreement if required by the Office of Realty in the Department of General Services ("DGS Realty"). DCPS agrees to actively assist in obtaining a Use Agreement from DGS Realty, but it makes no guarantee that any required Use Agreement will be issued by DGS Realty. The Parties understand that absent a Use Agreement, the summer camps described in Section III.D of this MOA will not be provided.

VII. FUNDING

No specific funding commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. Certain Capital Arts Partnership services outlined in Section III.B herein are contingent upon the issuance of a Purchase Order issued by DCPS specifying the cost of the services for the Initial Term. Any commitment of DCPS funds for a renewal of this MOA with respect to the Capital Arts Partnership services will require the issuance of an additional Purchase Order related to those additional services.

All funding necessary to carry out the program services not paid for by the Purchase Order shall be furnished by Washington Performing Arts during the Initial Term and any subsequent term renewal.

VIII. DONATION PROCESS

DCPS considers the services provided by Washington Performing Arts 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), all Program services provided under this MOA, with the exception of certain services contingent upon the issuance of the Purchase Order referenced in Section VII of this MOA, must be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

IX. 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 MOA, or any subsequent agreement entered into by the Parties 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)



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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 either party in anticipation of an appropriation by Congress for such purpose, and each party'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.

X. LIABILITY

Except as provided in Article XII, below, Washington Performing Arts shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by Washington Performing Arts and Washington Performing Arts Personnel pursuant to this MOA. Except as provided in Article XII, below, DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Washington Performing Arts or Washington Performing Arts Personnel, or arising from any acts or omissions of Washington Performing Arts or Washington Performing Arts Personnel, in connection with the provision of services under this MOA or the Programs.

XI. INSURANCE

A. **GENERAL REQUIREMENTS.** Washington Performing Arts shall procure and maintain, during the entire period of performance under this MOA, the types of insurance specified below. Washington Performing Arts shall have its insurance broker or insurance company submit a Certificate of Insurance to the DCPS individuals referenced in Section XIV giving evidence of the required coverage prior to commencing performance under this MOA. 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. Washington Performing Arts shall require all of its subcontractors to carry the same insurance required herein. Washington Performing Arts shall give DCPS immediate written notice upon learning that 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. Washington Performing Arts shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium.

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 Washington Performing Arts 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 Washington Performing Arts 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. Washington Performing Arts 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.
2. Automobile Liability Insurance. Washington Performing Arts 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. Umbrella or Excess Liability Insurance. Washington Performing Arts 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.
4. Sexual/Physical Abuse & Molestation. Washington Performing Arts 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. 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.



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- B. **DURATION.** Washington Performing Arts shall carry all required insurance until all Program services are accepted by DCPS, 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 WASHINGTON PERFORMING ARTS' LIABILITY UNDER THIS CONTRACT.**
- D. **WASHINGTON PERFORMING ARTS' PROPERTY.** Washington Performing Arts 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.
- F. **NOTIFICATION.** Washington Performing Arts shall immediately provide DCPS 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 DCPS.
- G. **DISCLOSURE OF INFORMATION.** Washington Performing Arts agrees that DCPS may disclose the name and contact information of its insurers to any third party which presents a claim against DCPS for any damages or claims resulting from or arising out of work performed by Washington Performing Arts, its agents, employees, servants or subcontractors in the performance of this MOA.

XII. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER

Washington Performing Arts 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 Washington Performing Arts. Moreover, Washington Performing Arts hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies



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(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, Washington Performing Arts' (including Washington Performing Arts' employees, agents or volunteers) use and occupancy of DCPS property under this MOA, and in conducting Program activities. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Washington Performing Arts for any accident, injury, loss, or damage while Washington Performing Arts 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, except for acts of gross negligence and intentional torts, and all claims, other than those excepted herein, 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. Washington Performing Arts' covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA.

XIII. NON-DISCRIMINATION

Washington Performing Arts shall not discriminate against anyone participating in the Programs 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.

XIV. 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 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).

Washington Performing Arts shall share, upon request, all Program data, including all student specific data for those students participating in the Programs with appropriate DCPS Central Administration staff. Washington Performing Arts will collaborate with DCPS Central Administration staff to determine areas for evaluation and assessment of student participants, submit all requests for educational records or other DCPS data to OCS, and will follow all procedures established by OCS for such requests.



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XV. 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 WASHINGTON PERFORMING ARTS:

Michelle Hoffmann, Director of Education
Washington Performing Arts
1400 K Street, NW
Suite 500
Washington, DC 20005
Tel: (202) 533-1866
Email: mhoffmann@washingtonperformingarts.org

TO DCPS:

Nathan Diamond
Director, Arts
Office of Teaching and Learning
District of Columbia Public Schools
1200 1st Street, NE
Washington, DC 20002
Tel: (202) 658-1360
Email: Nathan.Diamond@dc.gov

Kate Ireland
Director, Global Education
Office of Teaching and Learning
District of Columbia Public Schools
1200 1st Street, NE
Washington, DC 20002
Tel: (202) 725-8048
Email: Kate.Ireland@dc.gov

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



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GENERAL COUNSEL FOR WASHINGTON PERFORMING ARTS

Burton J. Fishman
General Counsel
Fortney & Scott
1750 K Street, NW
Suite 325
Washington, DC 20006
Tel: (202) 689-1200
Email: bfishman@fortneyscott.com

GENERAL COUNSEL FOR DCPS:

Scott Barash
General Counsel
District of Columbia Public Schools
1200 First Street, NE
10th Floor
Washington, DC 20002
Tel: (202) 442-5000
Fax: (202) 442-5097

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. Washington Performing Arts personnel participating in the Programs are and shall remain employees of Washington Performing Arts for all purposes and shall not be deemed or considered employees or agents of DCPS.
- C. DCPS personnel participating in the Programs are and shall remain employees of DCPS for all purposes and shall not be deemed or considered employees or agents of Washington Performing Arts.

XVII. PUBLICITY

Washington Performing Arts and DCPS shall create mutually agreed upon collaboration language regarding the Embassy Adoption Program and the Capital Arts Partnership Programs for use in institutional materials. Washington Performing Arts shall not use the logo of DCPS in any way including, but not limited to, in any statement, promotional



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materials (including on Washington Performing Arts' or DCPS' websites) or other published materials. Further, both Parties shall at all times obtain prior written approval from the appropriate contact referenced in Section XII of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on DCPS or Washington Performing Arts participation in the Programs.

XVIII. 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.

XIX. MISCELLANEOUS

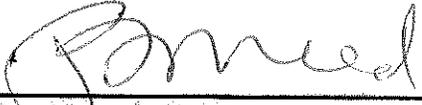
- a. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.
- b. **Severability.** If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted 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. **Compliance with Laws.** Each Party shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. In addition, Washington Performing Arts 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. Washington Performing Arts 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.
- f. **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.

- g. Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.
- h. Non-Assignable Agreement. This MOA cannot be assigned by either Party.
- i. 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.
- j. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA, that the person executing this MOA on its behalf is duly authorized to do so, and that no other signatures, consents or authorizations are necessary to render this MOA binding between the Parties.

IN WITNESS WHEREOF, both parties hereto have signed this MOA on the dates designated below.



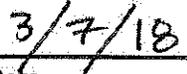
Jenny Bilfield, President & CEO
Washington Performing Arts Society



Date



Antwan Wilson, Chancellor
District of Columbia Public Schools



Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMISSION ON ARTS AND HUMANITIES
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR STUDY ABROAD PROGRAMMING
FY 2019**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into by and between the District of Columbia Commission on Arts and Humanities, the buyer agency (“CAH” or “Buyer”) and the District of Columbia Public Schools, the seller agency (“DCPS” or “Seller”), collectively referred to herein as the “Parties.”

CAH requests that DCPS provide personnel and contractual services that will aid the District of Columbia (“the District”) in strengthening its delivery of study abroad and related services to students attending DCPS. DCPS will perform several program management and contract administration functions to ensure a continuum and continuity of services for student travelers throughout the District. This will allow the District to sustain the DCPS Study Abroad program and to optimize program effectiveness and efficiency.

II. PROGRAM GOALS AND OBJECTIVES

In 2016, the District committed to making global learning through travel equitably accessible to students by launching DCPS Study Abroad, the nation’s first fully funded K-12 global travel program. To effectuate the programs and augment services, additional funding is needed by DCPS. Through CAH’s intra-district of funds to DCPS, the agencies will guarantee the continued operation of key projects associated with joint CAH/DCPS education efforts.

DCPS Study Abroad: DCPS Study Abroad is the nation’s first fully funded district-wide global travel program of its size, for students at the K-12 level in a public-school system. DCPS contracts an educational travel vendor(s) that can work to tailor its programming to meet the unique needs of DCPS Study Abroad and whose staff has professionalism, expertise, and cultural competency necessary for creating positive travel experiences for diverse groups of travelers, including but not limited to travelers of color; LGBTQ+ travelers; travelers with disabilities; and first-time, first-generation travelers.

DCPS Study Abroad engages educators, students, and families in Washington, DC from August – September; travel for students and educators occurs in the summer, from June –July, with destinations in the USA and around the world, where at least one official language is Spanish, French, Mandarin, and/or Italian. All destinations which include Italian-language connections must also include either a French or Spanish connection. One domestic destination is needed for middle school travelers and one is needed for high school travelers. Domestic destinations in the USA must have global connections and be accessible via bus within nine hours from Washington,

DC. DCPS Study Abroad prefers as diverse a range of travel destinations as possible, given the program's language requirements, and aims to plan tours in Central America, South America, the Caribbean, Europe, Africa, Asia, and North America.

Approximately \$1,000,000 has been designated to support the contracting of educational travel vendor(s) for DCPS Study Abroad in School Year 2018-2019, Fiscal Year 2019.

III. SCOPE OF SERVICES

Pursuant to 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 SELLER

1. The Seller (DCPS) shall:

- a. Serve as the lead agency for all contracts established with these funds and shall serve as the lead agency with respect to all aspects of contract administration (including but not limited to, issuing requests for proposals, selecting vendors, drafting contracts, receiving goods and services, reviewing invoices, completing performance reviews, preparing of draw down requests, and developing programmatic reports) and program management (including, but not limited to, recruiting and selecting participants, training and preparation, soliciting feedback and surveying participants, and ongoing engagement of alumni).
- b. Once per fiscal year, the DCPS Global Education team will submit to CAH a budget-to-actual-expenditure report for review and approval by CAH, accompanied by a summary of program activities executed using the funds received by DCPS from CAH for this purpose.
- c. Participate in meetings as needed to reconcile any disagreements between the Parties as to amounts owed under the MOU.
- d. Provide program details as needed to satisfy internal and external data requests made to CAH regarding the progress of the initiative funded through this MOU.

B. RESPONSIBILITIES OF BUYER

1. The Buyer, CAH, shall make payment via intra-district advance in a total amount of One Million and 00/100 Dollars (**\$1,000,000.00**) for use in FY 2019. The primary use for these funds will be to cover educational travel vendor contracts for DCPS Study Abroad. These vendor contracts cover the management of all on-tour experiences for participating students and educators, including, but not limited to, the booking and purchase of:

- a. Roundtrip airfare for all travelers on international trips
 - b. Roundtrip private charter bus for travelers on domestic trips
 - c. Accommodations at 3-star hotels or better in shared rooms (bed-sharing not permitted)
 - d. Travel insurance for all travelers
 - e. Health insurance for all travelers
 - f. Three meals per day for every travel day for all travelers
 - g. Standard baggage fees, in the event that airlines do not automatically guarantee one free standard checked bag per traveler
 - h. Tour Director/Program Director hiring
 - i. Entrance fees, language class enrollment, tour guide fees, and other such cost associated with tour activities
 - j. Country-specific exit/entrance fees to be paid upon arrival/departure for all travelers
2. **Excess funds** from the aforementioned \$1,000,000.00 may be used by DCPS to cover ancillary expenses associated with DCPS' global education programming, including, but not limited to:
 - a. DCPS Study Abroad Student Showcase
 - b. DCPS Study Abroad Travel Ambassador training, management, and support
 - c. DCPS Study Abroad student recruitment, retention, and pre-departure preparation
 - d. DCPS Study Abroad alumni engagement
 - e. DCPS Study Abroad family and community engagement
 - f. DCPS Study Abroad student travel documentation and other material needs (i.e. suitcases, travel-sized toiletries, etc.)
 3. Review reports and financial reports submitted by the Seller.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2018, through September 30, 2019, unless terminated in writing by the Parties prior to its expiration in accordance with Section X.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k)

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed **\$1,000,000.00** for Fiscal Year 2019. Funding for the goods and services shall not exceed the actual cost of the goods and services as outlined in **Section III. B. 1.** and **Section III. B. 2.**

2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. All Payments for goods and services shall be made through an Intra-District advance by CAH to DCPS. DCPS shall provide CAH, on an annual basis, a budget to actual expenditure report. This report shall be reviewed by the CAH program staff before the end of the fiscal year.
2. Pursuant to the Financial Review Process (“FRP”) mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided through Intra-District funding shall be reported in the Buyer Agency’s FRP submission to the Office of Budget and Planning.
3. DCPS shall submit to CAH, by no later than fourteen (14) business days following the close the District’s 2019 fiscal year, a full reconciliation of costs associated with this MOU. This reconciliation shall include a list of expenditures made from funds advanced by CAH to DCPS.
4. DCPS shall relieve the above-referenced advance and bill CAH through the Intra-District funding process only for those services actually provided pursuant to the terms of this MOU. Any excess advance remaining after program activities have concluded shall be returned to CAH. DCPS will notify CAH within thirty (30) calendar days before the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. DCPS shall return any excess advance to CAH by September 30 of the current fiscal year.
5. CAH shall advance the lump-sum payment of \$1,000,000.00 to DCPS by October 31, 2018. CAH reserves the right to review and request supporting documentation for charges posted to the MOU Account, and to dispute charges.
6. In the event that CAH should dispute a payment, DCPS will summarize, in writing, the purpose of the payment in question and, if possible, an amount equivalent to the disputed charges should be withheld from any subsequent payments until CAH and DCPS reach an agreement on the amount owed, or as otherwise directed by the Office of the City Administrator.
7. Advances to DCPS for the services to be performed under this MOU shall not exceed the amount of this MOU.
8. Nothing in this MOU binds CAH to provide in any fiscal year additional funding to DCPS in excess of amounts appropriated under this MOU.

9. If DCPS incurs costs in excess of this MOU for services covered by this MOU, DCPS shall determine whether sufficient funds are available within its budget (GAO) to cover such excess costs.

C. 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 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.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews 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 five (5) years from the date of expiration or termination of the MOU and, upon the District of Columbia'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.

IX. 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 respective Parties.

X. 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, DCPS shall return any unused portion of the advance from CAH within fourteen (14) calendar days of the effective termination date, and in no case later than September 30 of the current fiscal year.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

Kayla Gatalica
Manager, Global Programs
District of Columbia Public Schools
1200 First Street, NE 8th Floor
Washington, DC 20002
Phone 202-590-7514

Michael Bigley
Deputy Executive Director
DC Commission on Arts and Humanities
200 I (Eye) Street SE, Suite 1400
Phone 202-724-5613

These individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this MOU. Copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals with additional copies to:

General Counsel for DCPS:

Scott Barash
General Counsel, District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Phone: (202) 442-5168
Fax: (202)-442-5097

General Counsel for CAH:

J. Carl Wilson
General Counsel
DC Commission on the Arts and Humanities
200 I (Eye) Street SE, Suite 1400
Phone 202-724-5613
Fax 202-7274135

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. DISPUTES

If a dispute arises over the terms of this MOU for any reason, the Parties shall mutually agree to resolve any disputes amicably within a thirty (30) day period prior to providing notice to the other

Party of its termination of this MOU. In the event that the parties are unable to resolve a financial dispute, the matter shall be referred to the D.C. Office of the City Administrator.

XIV. 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 MOU, 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.

XV. MISCELLANEOUS

- A. This MOU contains the entire agreement between the Parties.
- B. This MOU cannot be assigned by either Party.
- C. This MOU may be executed in two (2) or more counterparts, all of which shall have the same force and effect.
- D. 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:

DC COMMISSION ON THE ARTS AND HUMANITIES

_____ Date: _____
 Angie M. Gates
 Interim Executive Director
 Commission on the Arts and Humanities

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

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

MEMORANDUM OF AGREEMENT

BETWEEN: John F. Kennedy Center for the Performing Arts
2700 F Street, NW
Washington, DC 20566

And: District of Columbia Public Schools
1200 First Street NE
Washington, DC 20002

This Memorandum of Agreement ("MOA") dated as of April 13, 2018, confirms the agreement between the John F. Kennedy Center for the Performing Arts ("Center") and the District of Columbia Public Schools ("DCPS") with respect to their collaboration to present adjudicated performances by DCPS student ensembles at the Center between May 21-23, 2018 (the "Project").

1. Description of Project; Schedule

The Project will consist of a three-day-long program of adjudicated performances by approximately 80 DCPS student ensembles to be held on the Center's Millennium Stages in the Kennedy Center Grand Foyer (the "Venue") between 9:00am and 3:00pm each day of the Project.

2. Obligations of Center

a) Center shall be responsible for providing the following for the project:

i. Center shall provide the Venue on the dates and times described above, as well as all necessary stagehands, security, ushers, and other personnel and support required for the safe and professional operation of the Venue;

ii. Center shall provide bus transportation for all student participants, comprising approximately 15 buses running on a schedule between Center and participating schools;

iii. Center shall engage six (6) adjudicators to critique the participating ensembles;

iv. Center shall engage an outside video crew to record the archival permitted in part 3.f. herein;

v. Center shall rent necessary backline musical equipment as mutually agreed between Center and DCPS; and

vi. All other costs not specifically covered by DCPS pursuant to part 3 herein.

All Center obligations and services stated above shall be provided in accordance with the terms and conditions of the Purchase Order issued by DCPS memorializing payment for such services attached hereto and incorporated herein as amended ("Purchase Order").

b) Center shall be responsible for complying with the Americans with Disabilities Act requirements for permanent access accommodations, such as wheelchair ramps, elevator standards, door width standards, restroom accessibility and permanently installed assistive lighting systems.

3. Obligations of DCPS

- a) DCPS will be responsible for all other aspects of the Project, including inviting participants, DCPS internal communication regarding the Project, and producing all aspects of the Project not provided by Center above. For avoidance of doubt, this shall include obtaining all necessary licenses and permissions for the performance of any materials protected under copyright or any other theory of intellectual property and obtaining any permissions DCPS, in its sole discretion, deems necessary from all Project participants, including the parents or guardians of all participants under the age of 18. Nothing in this or any other section of this MOA states, implies or confers any indemnification obligation on the part of DCPS nor any additional funding obligation beyond that memorialized in the Purchase Order.
- b) DCPS shall be responsible for reimbursing Center for certain expenses related to the Project as set forth in the Purchase Order. Under no circumstances shall DCPS be required to pay Center in excess of the total cost as stated in the Purchase Order.
- c) DCPS shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hard of hearing, and mobility impaired, meeting room seating arrangements and exhibit accessibility.
- d) DCPS will provide Center with a copy of all promotional materials or other information about the Project prior to printing and distribution. The Center's participation in the Project should be phrased as "Produced with the support of the John F. Kennedy Center for the Performing Arts, DC School and Community Initiatives" or substantially similar wording. Nothing herein shall convey the right to use any other Center name or trademark or any photographs or other images of the Center.
- e) DCPS acknowledges that it shall not be permitted to engage in any fundraising, solicitation of future donations or any activity constituting a call-to-action as part of the Project.
- f) DCPS acknowledges that it has requested that Center arrange for archival filming of the Project, with no public use permitted without further agreement of the parties. Center will direct the film crew to deliver such footage to DCPS as the end of the Project.
- g) DCPS further acknowledges that other events shall be taking place at the Center during and after the Project in and around the Venues.

4. Mutual Acknowledgments

- a) Neither party shall be liable for the actions and omissions of the other party in furtherance of services provided under this MOA, including any breach of its representations, warranties and other obligations hereunder and any claims arising directly from its respective actions or omissions, including negligence or willful misconduct. The parties each acknowledge that they either carry workers' compensation insurance for their employees up to legal limits, as well as public liability and property damage insurance, or that they are self-insured as public entities.
- b) 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.

c) Neither party shall 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 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.

d) Neither party shall use the logo or any other trademarks or intellectual property ("Intellectual Property") of the other party, including as applicable to Center's use of DCPS Intellectual Property, that of DCPS, the District of Columbia ("District") government or any District agency, in any way including, but not limited to, in any statement, promotional materials (including on their respective websites) or other published materials. In addition, neither party shall use the name of the other party in any statement, promotional materials (including on their respective websites) or in any published materials in a manner which states or implies support for or an endorsement of one party by the other. Further, the parties shall at all times obtain prior written approval from the other party before making any public statement, disseminating any promotional materials or issuing any published materials bearing on the subject matter of this MOA.

e) The relationship of the parties hereto shall be that of independent contractors. Center, but not any trustee, officer or agent thereof shall be obligated under this MOA. This MOA shall be governed by and construed in accordance with the laws of the District of Columbia.

f) Notwithstanding the above, in the event of any matter or condition beyond the reasonable control of either party ("force majeure") (such as, but not limited to war, terrorism, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, severe and documented illness and injury, earthquake, flood, Act of God, or other disturbance, or any governmental restriction whether federal, state or local) prevent any party to this MOA from fulfilling any portion of its obligations hereunder, the parties shall use all reasonable efforts to mitigate any harm and shall have no liability to each other for any cancelled event. DCPS may immediately terminate this MOA in whole or in part at any time by providing notice to Center if, in DCPS' sole discretion, such termination is in the best interest of DCPS or the District. Should either party wish to terminate this MOA for any other reason, such party may do so on thirty (30) days' notice to the other party, provided that all steps are taken to mitigate financial or other damages to the non-terminating party. Under no circumstances shall DCPS' mitigation obligations cause the total amount paid to Center under this MOA to exceed the total cost stated in the Purchase Order. Should DCPS terminate this MOA prior to the conclusion of the Project in accordance with the preceding two sentences, Center shall refund the portion of the amount already paid by DCPS, minus a pro-rated amount of any expenses already incurred, relative to the specifics set forth in the Purchase Order. This MOA expires on the date of expiration stated in the Purchase Order.

g) This MOA may only be amended or modified by a written instrument signed by both parties.

h) Each party hereto represents and warrants that it is authorized to enter into the agreement embodied in this MOA and to perform all services and responsibilities anticipated hereunder.

i) This MOA, along with the Purchase Order contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all other representations, warranties, agreements and understandings, oral or otherwise, among the parties with respect to the matters contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed of this MOA the day and year first above written.

AGREED & ACCEPTED:

John F. Kennedy Center
for the Performing Arts

District of Columbia Public Schools

By: 
Name: Mario R. Kossaro
Title: Senior Vice President, Education
Date: 4/13/2018

By: 
Name: Amanda Alexander
Title: Interim Chancellor
Date: 5/9/18

Q28 Attachment_Tab 1: Afterschool Partnerships 2017-2018

SY17-18 Afterschool Partnerships	
School Name	Partner Name

**Schools Capital Balance Report (GA0/AM0 Only)
As of 9/30/17
Run 1/9/18 (Excludes Intra District Funding)
Unaudited**

	Budget Authority	Allotment (FY 18 and prior years, if applicable)	Expenditures (LTD thru FY 18 YE)	FY 18 ONLY - Expenditures	Type of Project(Phased Mod/Full Mod, etc)	Completed on Time (Y/N)	Reprogrammed Funds TO Project in FY18 (Y/N)
MR337C-MAURY ES MODERNIZATION/RENOVATION	\$40,411,156.15	\$40,411,156.15	\$7,731,060.43	\$13,616,838.69	Full Mod	Ongoing	Y
NX837C-COOLIDGE HS MODERNIZATION/RENOVATION	\$163,221,026.05	\$88,439,026.05	\$20,909,713.86	\$42,037,447.01	Full Mod	Ongoing	N
YY142C-BRUCE MONROE @ PARKVIEW ES MODERNIZATION	\$25,782,915.11	\$25,782,915.11	\$15,454,851.81	\$10,236,284.46	Addition	Ongoing (Site work)	Y
YY164C-HYDE ES MODERNIZATION/RENOVATION	\$41,587,047.00	\$41,587,047.00	\$18,111,446.81	\$10,110,170.69	Full Mod	Ongoing	N
YY170C-ORR ES MODERNIZATION/RENOVATION	\$50,881,646.09	\$50,881,646.09	\$24,374,011.92	\$27,715,281.89	Full Mod	Ongoing (Site work)	Y
YY177C-BANCROFT ES MODERNIZATION/RENOVATION	\$78,088,018.71	\$78,088,018.71	\$56,525,540.35	\$47,191,163.85	Full Mod	Y	N
YY183C-GARRISON ES RENOVATION/ MODERNIZATION	\$34,596,137.43	\$34,596,137.43	\$28,496,921.39	\$10,295,187.78	Phased Mod	Ongoing (Site work)	Y
YY185C-KIMBALL ES MODERNIZATION/RENOVATION	\$51,696,000.00	\$51,696,000.00	\$5,350,406.39	\$14,400,030.39	Full Mod	Ongoing	Y
YY190C-MURCH ES RENOVATION/ MODERNIZATION	\$79,249,858.76	\$79,249,858.76	\$55,099,934.80	\$39,361,180.94	Full Mod	Y	N
YY1W4C-MACFARLAND MIDDLE SCHOOL	\$62,934,381.04	\$62,934,381.04	\$33,832,167.28	\$48,588,451.81	Full Mod	Y	N
YY165C - JEFFERSON MS RENOVATION/MODERNIZATION	\$32,280.48	\$32,280.48	\$32,280.48	\$10,746,010.92	Full Mod	Ongoing	N
YY178 - CW HARRIS ES RENOVATION/ MODERNIZATION	\$46,543,000.00	\$7,493,000.00	\$861,590.00	\$5,914,793.19	Full Mod	Ongoing	Y
YY180 - EATON ES RENOVATION/ MODERNIZATON	\$30,000,000.00	\$23,000,000.00	\$49,438.00	\$142,271.00	Full Mod	Ongoing	N
YY181 - ELIOT-HINE JHS RENOVATION/ MODERNIZATION	\$87,149,975.30	\$7,743,975.30	\$2,643,528.18	\$5,023,505.76	Full Mod	Ongoing	N
YY144 - HOUSTON ES RENOVATION/ MODERNIZATION	\$49,311,000.00	\$8,905,000.00	\$1,831,280.40	\$5,564,100.39	Full Mod	Ongoing	Y
YY101 - BANNEKER HS MODERNIZATION/RENOVATION	\$135,143,000.00	\$2,165,000.00	\$998,906.65	\$318,367.12	Full Mod	Ongoing	N
YY107 - LOGAN ES MODERNIZATION/RENOVATION	\$46,498,255.51	\$9,485,255.51	\$8,602,106.91	\$650,839.88	Full Mod	Ongoing	N
YY173 - WEST ES MODERNIZATION/RENOVATION	\$78,500,000.00	\$1,000,000.00	\$0.00	\$82,110.00	Full Mod	Ongoing	N
YY15PC-CENTRALIZED SWING SPACE (CW HARRIS TRAILERS, HOUSTON TRAILERS, JEFFERSON TRAILERS, MAURY MULTIPURPOSE TENT)	\$17,007,000.00	\$10,286,000.00	\$7,659,098.64	\$141,297.14	Swing Space	Ongoing	N

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2017	Burroughs ES - Roof Replacement	Roof Replacements	Scope of work includes a full replacement of the roof at Burroughs ES.	New Installation /Build Out	\$1,400,000		Project complete
2017	Francis-Stevens EC - Roof Replacement	Roof Replacements	Scope of work includes a partial replacement of the roof at Francis-Stevens ES.	New Installation /Build Out	\$1,700,000		Project complete
2018	Key ES - Modular Mobile Units Installation	Demountables	Remove existing double trailer and replace with a 6-trailer complex.	Project Close-Out	\$967,000	100%	Project Complete
2018	Deal MS - Modular Units Installation	Demountables	Remove existing trailers and replace with a 12-trailer complex.	Project Close-Out	\$1,559,000	100%	Project Complete
2018	Raymond ES - Cooking Trailer	Demountables	Installation of a cooking trailer	Project Close-Out	\$439,000	100%	Project Complete
2018	Brent ES - Provision and Installation of Modular Mobile Units at the School	Demountables	Installation of trailers at Brent ES	Project Close-Out	\$1,200,000	100%	Project Complete
2018	Burroughs EC - Exterior Doors	Door Replacements	Scope of work is to install new exterior doors at Burroughs EC	Project Close-Out	\$367,000	95%	Project Complete
2018	Burrville ES - Exterior Doors	Door Replacements	Scope of work includes the selection of a contractor to furnish and install new exterior doors at Burrville ES	Project Close-Out	\$494,000	95%	Project Complete
2018	Francis Stevens EC - Exterior Doors	Door Replacements	Scope of work includes the selection of a contractor to furnish and install new exterior doors at Burrville ES	Project Close-Out	\$345,000	95%	Project Complete
2018	Malcolm X @ Green - Exterior Doors	Door Replacements	Scope of work includes the selection of a contractor to furnish and install new exterior doors at Burrville ES	Project Close-Out	\$359,000	95%	Project Complete
2018	Goding ES - Interior Door Replacement, Hardware Replacement, and Re-Keying	Door Replacements	Replacement of the interior doors and locks	Project Close-Out	\$175,000	100%	Project Complete
2018	Phelps HS - Roof Replacement	Roof Replacements	Sectional replacement of the roofing system	Planning	\$2,100,000		Project will be awarded by the end of July, with working starting in August

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Plummer ES - Roof Replacement	Roof Replacements	Sectional replacement of the roofing system	Planning	\$1,500,000		Project has been determined to need an HVAC component that needs to be addressed simultaneously with the roof. Project will need a revised scope and schedule to initiate the complete work in the summer of 2019
2018	J.O Wilson ES - Roofing Replacement	Roof Replacements	Sectional replacement of the roofing system	Planning	\$700,000		Project will be awarded by the end of July, with working starting in August
2018	Johnson MS - Roof Replacement (Design)	Roof Replacements	Sectional replacement of the roofing system	Planning			Project description has been submitted to DGS by DCPS for initial scope of work development. Once finalized and funding has been identified, the project will move into the procurement phase.
2018	Dorothy Height ES - MDF HVAC Improvement (IT Closet)	HVAC Improvements	Replacement of the existing HVAC system inside the MDF closet that houses the IT systems	Project Close-Out	\$23,000	100%	Project Complete
2018	Eastern HS - Boiler Replacement	HVAC Improvements	Replacement of the existing boiler	Design/Material Fabrication	\$120,000		Project has been awarded to RSC Mechanical on June 20th. All HVAC components needed to replace the boiler are on order. Lead times ranges from 4 to 8 weeks.

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Houston ES - Modernization	School Modernization	Modernize existing Houston Elementary School, and build an addition accommodate an increased enrollment of between 336 students and 400 students by School Year 2025-2026.	Design/Material Fabrication	\$48,000,000		Design for the modernization is underway and progressing on schedule. The trailers for the swing space have started arriving
2018	Garfield - Misc. Improvements	Miscellaneous	Electrical upgrades in multiple classrooms to install new power sources and abate fire hazard situations.	Project Close-Out	\$80,000	100%	Project Complete
2018	Stoddert ES - Covered Walkway & Misc. Exterior Upgrades	Miscellaneous	Installation of a covered walkway to connect the modular trailers to the main campus, along with installation of an exterior retaining wall to prevent flooding on the basketball court.	Project Close-Out	\$253,000	100%	Project Complete
2018	Lafayette ES - Classroom Modifications	Miscellaneous	Close-in of 3 open space classrooms to provide a better educational environment	Project Close-Out	\$50,000	100%	Project Complete
2018	Excel Academy (Birney School) - Readiness & Security Project	Miscellaneous	Security upgrades and Day 1 repairs	Project Close-Out	\$450,000	95%	Project Complete
2018	Ketcham ES - Early Action Pre-K	Miscellaneous	Design and renovation of 4 classrooms to accommodate the new early action Pre-K program. Scope will also include the modernization of 2 playground spaces.	Project Close-Out	\$3,590,000	95%	Project Complete
2018	Tubman ES - Restroom Renovation & Welcome Center	Miscellaneous	Renovation of all restrooms throughout the school, along with the design and renovation of the welcome center.	Project Close-Out	\$1,180,000	100%	Project Complete
2018	Malcolm X @ Green - Misc. Improvements	Miscellaneous	Renovation and upgrades throughout the facility. Scope includes a new ramp for the main entrance, a new PA system, as well as some other misc. upgrades.	Project Close-Out	\$550,000	100%	Project Complete
2018	Langley ES - Misc. Improvements	Miscellaneous	Replacement of classroom and corridor flooring and construction of a service access ramp at the kitchen entrance. Minor modifications to the door hardware at the existing stairs and corridor doors.	Project Close-Out	\$800,000	100%	Project Complete
2018	Amidon Bowen - Classroom Modification	Miscellaneous	Renovation of existing classroom to create new Early Childhood Education classrooms. Scope will also include a small renovation of the library to create other programmable spaces.	Project Close-Out	\$870,000	100%	Project Complete

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Stuart Hobson MS - Facade Restoration	Miscellaneous	Design and construction of the required facade restoration	Project Close-Out	\$1,000,000	95%	Project Complete
2018	Stanton ES - Facade Restoration (Phase 2)	Miscellaneous	Phase 2 of the facade restoration project that began during the summer of 2017.	Project Close-Out	\$1,200,000	100%	Project Complete
2018	Washington Met HS - Fire Alarm Replacement	Miscellaneous	Installation of a new Fire Alarm system	Project Close-Out	\$650,000	100%	Project Complete
2018	Powell ES - Basement Renovation (Design Only)	Miscellaneous	Design for complete renovation of the basement level of Powell to include flooring, walls, doors and the custodial/engineering office. Installation to occur in FY19.	Project Close-Out	\$40,000	100%	Project Complete
2018	Beers ES - Cafeteria Restroom Refresh	Miscellaneous	Renovation of the cafeteria restrooms	Project Close-Out	\$50,000	100%	Project Complete
2017	Coolidge HS - Modernization	School Modernization	Coolidge High School will undergo a full modernization of the existing school building. The modernized high school will be designed for 670 students (with a maximum capacity of 842 students). As part of the modernization process, DCPS will also be adding a middle school to the site. The middle school is designed for 550 students (with a maximum capacity of 687 students).	Demolition	\$135,000,000		Abatement and demolition ongoing in the main facility. Abatement and demolition is 98% complete and progressing on schedule. Next phase will include foundation work.
2016	Aiton ES - Elevator Upgrades	Elevator Upgrades	Construction services to modernize and refurbish elevators at Aiton Elementary School.	Project Turnover	\$377,562		As of 07/02/2018, elevator substantially complete with approval from DCRA.
2016	Burrville ES - Elevator Upgrades	Elevator Upgrades	Scope of work includes the modernization and refurbishment of the elevators at Burrville ES.	New Installation /Build Out	\$355,644		As of 07/27/2018, inspection scheduled for 07/26/2018 was cancelled. New inspection date is expected for week of 07/30/2018.
2017	Hendley ES - Elevator Upgrades	Elevator Upgrades	Construction services to modernize and refurbish elevators at Hendley ES.	New Installation /Build Out	\$377,560		As of 07/27/2018, elevator is in the inspection phase. Second inspection to take place week of 07/30/2018.

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2017	Johnson MS - Elevator Upgrades	Elevator Upgrades	Construction services to modernize and refurbish elevators at Johnson Middle School.	New Installation /Build Out	\$367,489		As of 07/27/2018, elevator inspection delayed due to pit flooding.
2017	Ketcham ES - Elevator Upgrades	Elevator Upgrades	Construction services to modernize and refurbish elevators at Ketcham Elementary School.	New Installation /Build Out	\$376,264		As of 07/27/2018, elevator is in the inspection phase. Second inspection to take place week of 07/30/2018.
2018	Leckie ES - Elevator Installation	Elevator Upgrades	Installation of a new elevator at Leckie ES	Design/Material Fabrication	\$885,750		As of 07/27/2018, project in permitting process.
2018	Seaton ES - Elevator Installation	Elevator Upgrades	Installation of new elevator at Seaton ES	Design/Material Fabrication	\$1,450,000		As of 07/27/2018, project remains in design phase and is moving towards permitting process.
2018	DCSEU incentive management		Identify and apply for DC SEU incentives; manage joint projects		\$0		
2018	Energy Star Certification		Managing the certification of select DGS buildings		\$0		
2018	Develop maintenance manual for DGS core facilities		Develop for FMD a maintenance manual for DGS core facilities.		\$0		
2018	Homeless Shelter Retrofits: 117 Wayne Pl		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Homeless Shelter Retrofits: 107 Wayne Pl		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Homeless Shelter Retrofits: 342 37th St		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Homeless Shelter Retrofits: 2603 Naylor Rd		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Homeless Shelter Retrofits: Community of Hope		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Homeless Shelter Retrofits: La Casa		Working with Facilities and DHS to lighting retrofit homeless selters		\$2,000		
2018	Inventory of exterior lighting and controls - DGS facilities		Inventory all exterior lighting - energy usage - and controls of DGS facilities.		\$0		
2018	Replace existing Fluorescent lighting with LEDs - @ OJS		Replace fluorescent lighting with LED at One Judiciary Square.		\$300,000		

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	MacFarland MS	School Modernization	MacFarland Dual Language Middle School will be a newly renovated school in the existing MacFarland building. The modernization will include selective demolition and major renovation.	New Installation /Build Out	\$63,576,500		FF&E, Millwork, Site Walk on going; Swing Space - Drywall, Paint, Flooring and Finishes installation on going; Facility and Maintenance Training on-going; Punch list walks on going
2018	2-Day Building Re-tuning development and implementation		The Building Retuning training (BRT) aims to reduce energy use and costs in municipal buildings. Re-tuning is a systematic process to identify operational problems and correcting those problems at no-cost or low-cost to improve building operations and save energy. The training is generally two days long.		\$45,000		
2018	CUNY Building Re-tuning development and implementation		The Building Retuning training (BRT) aims to reduce energy use and costs in municipal buildings through no and low cost solutions. This training, which builds on the 2-day BRT, focuses on systems and buildings with Building Automation Systems.		\$70,000		
2018	Additional Certification trainings (LEED, CEM)		On a rolling basis, influenced by demand, DGS SE offers other trainings and credential training programs.		\$0		
2018	EnergyStar data analysis		Analysis of key buildings in portfolio to inform if they are as efficient as designed and operating efficiently.		\$0		
2018	Occupant Survey: McKinley		Survey occupants and report on occupant comfort at the new building		\$0		
2018	Occupant Survey: Kramer		Survey occupants and report on occupant comfort at the new building		\$0		

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Eliot Hine Middle School Modernization	School Modernization	Complete modernization of middle school to accommodate the growth in enrollment to approximately 405 students over the course of the next 8 years. Project will be executed in multiple phases beginning with the internal construction of the swing space during the summer of 2018. Phase 1 construction will begin in the fall of 2018. Phase 2 construction beginning Summer of 2019, turning over and with project completion July 2020.	Design/Material Fabrication	\$84,218,000		Design-Build GC has been awarded to Turner Construction. Turner is underway with the swing space modifications, bids due 6/22. The IDIQ Contractor for the summer/fall abatement and demolition work will be tasked this week. Demolition permit approved.
2018	Jefferson MS Modernization	School Modernization	Full renovation of the existing sq. footage and site of the Jefferson MS campus.	Contractor Mobilization/Demolition	\$62,300,000		The design development phase has begun for the modernization. The permit was issued for the swing space. The swing space passed final inspections and the C of O has been requested.
2018	CW Harris Modernization	School Modernization	C.W. Harris Elementary School, located at 301 53rd Street, SE will be modernized beginning the summer of 2018. The Project includes, among other things design, preconstruction and construction services to modernize the existing facility to accommodate an increased enrollment of approximately 379 students by School Year 2025-2026	Design/Material Fabrication	\$39,900,000		Main building modernization design is ongoing. The GC (MCN Build) has started on-site work, including staking out the site and conducting preliminary site assessments. Trailers have begun to arrive onsite for the swing space.

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Maury ES	School Modernization	The scope of work of this project is a full modernization which consist of a partial demolition of the site, construction of a new addition and interior renovation of the existing building. This is a design build contract. Design will precede any construction work onsite	Demolition	\$34,100,000		Foundation work underway.
2018	JO Wilson ES - ADA Improvements/Lift Installation (Design Only)	Miscellaneous	Design of improvements to the school to make the entryway ADA accessible. Installation to occur in FY19.	Project Close-Out	\$135,000	100%	Project Complete
2018	Orr ES - Phase 1 (Main Building)	School Modernization	Replacement of the existing school facility with a newly constructed building, with upgraded site work to include play spaces and parking. The existing building will be demolished once the new building has been opened.	New Installation /Build Out	\$51,000,000		New structure is roughly 95% complete. Interior walls are about 95% complete. MEP work is ongoing and progressing towards substantial completion. Movers will begin to move boxes by June22nd
2018	Smothers ES - Electrical Signage Installation	Miscellaneous	Installation of new electrical signage for the front of the school	Project Close-Out	\$35,000	100%	Project Complete
2018	Kimball ES	School Modernization	Modernization of the existing Kimball Elementary School facility.	Demolition	\$32,060,000		Soils Stabilization effort is 100% Complete. Construction of Footings 50% Complete. Framing and Electrical home runs in 1941 structure near completion. Work is progressing on schedule.
2016	Bancroft Elementary School Modernization	School Modernization	Full Modernization of the existing Bancroft ES campus, with selective demolition and a new addition. Onsite parking garage structure will also be added.	New Installation /Build Out	\$78,421,000		Project is overall 90% The contractor has begun working on flooring and final finishes, with punch list walks expected to begin the week of June 25th.

2018 Summer Small Caps

Fiscal Year	Project Name	Project Type	Scope of Work	Current Project Phase	Project Budget	% Invoiced	Project Update
2018	Hyde-Addison ES - Addition	School Modernization	This project involves the construction of an addition to Hyde Elementary that will consist of approximately 30,100 square feet of additional space. The addition will house additional classrooms, a new cafeteria/gymnasium, media center, and new administrative spaces.	Demolition	\$41,500,000		7/30/18 Design: Drawings and supporting documents have been uploaded to DCRA for building permit review. Target to be received mid-August 2018. Construction: Pouring Wall segments. Installing MEP Sleeves. Installing Rebars for Footings.
2016	Murch ES	School Modernization	The modernization of Murch Elementary School includes the renovation of the existing school building plus a substantial addition to accommodate 720 students, which will meet 21st century design standards. Students are at a swing space on the University of District of Columbia campus through summer 2018.	New Installation /Build Out	\$83,295,000		7/30/2018: Certificate of Occupancy issued 7/24/2018. Punchlist created and work to complete ongoing. Furniture being set up in classrooms throughout.
2018	Dorothy Height ES - Annex Roof Restoration	Roof Replacements	Sectional replacement of the roofing system	Project Close-Out	\$162,000	100%	Project Complete
2018	Miner ES - Playground Upgrades	Playgrounds	Design and construction of new ECE playground	Project Close-Out	\$330,000	100%	Project complete
2018	Dorothy Height ES - New Playgrounds and Playspace	Playgrounds	Installation of three separate play spaces: the ECE playground, the main campus playground for ages 5-12, and a large open play area for recreation	Project Close-Out	\$450,000	100%	Project Complete
2018	Beers - NASA Classroom Renovation	Renovation & Addition	Renovation of the existing NASA classroom into a 21st century learning environment that matches the rest of the school	Project Close-Out	\$131,000	100%	Project Complete
2018	Adams MS - Exterior Windows Replacement	Window Replacements	Installation of new windows at Adams MS	Project Close-Out	\$1,081,000	100%	Project Complete

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
Aiton ES	533 48TH PLACE NE	Owens	
Amidon-Bowen ES	401 I STREET SW	Owens	
Anacostia HS	1601 16TH STREET SE	Owens	
Ballou HS	3401 4TH STREET SE	Owens	
Ballou STAY	3401 4TH STREET SE	Owens	
Bancroft ES	1755 NEWTON STREET NW	Owens	
Sharpe Health Swing	4300 13TH STREET NW	Owens	
Barnard ES	430 DECATUR STREET NW	Owens	
Beers ES	3600 ALABAMA AVENUE SE	Owens	
Benjamin Banneker HS	800 EUCLID STREET NW	Owens	
Brent ES	301 NORTH CAROLINA AVENUE SE	Owens	
Brightwood EC	1300 NICHOLSON STREET NW	Owens	
Brookland MS	1150 MICHIGAN AVENUE NE	Owens	
Browne EC	850 26TH STREET NE	Owens	
Bruce-Monroe ES @ Park View	3560 WARDER STREET NW	Owens	
Bunker Hill ES	1401 MICHIGAN AVENUE NE	Owens	
Burroughs ES	1820 MONROE STREET NE	Owens	
Burrville ES	801 DIVISION AVENUE NE	Owens	
C.W. Harris ES (Construction)	301 53RD STREET SE	Owens	
Capitol Hill Montessori School @ Logan	215 G STREET NE	Owens	
Cardozo EC	1200 CLIFTON STREET NW	Owens	
CHOICE Academy @ Washington Met	300 BRYANT STREET NW	Owens	
Cleveland ES	1825 8TH STREET NW	Owens	
Columbia Heights EC (CHEC)	3101 16TH STREET NW	Owens	

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
Coolidge HS (Constr and Swing)	6315 5TH STREET NW	Owens	
DCPS Textbook/Logistics	2000 ADAMS PLACE NE	Owens	
Deal MS	3815 FORT DRIVE NW	Owens	
Dorothy Height ES	1300 ALLISON STREET NW	Owens	
Drew ES	5600 EADS STREET NE	Owens	
Dunbar HS	101 N STREET NW	Owens	
Eastern HS	1700 EAST CAPITOL STREET NE	Owens	
Eaton ES	3301 LOWELL STREET NW	Owens	
Eliot-Hine MS	1830 CONSTITUTION AVENUE NE	Owens	
Ellington School of the Arts	3500 R STREET NW	Owens	
Emery (Office)	1720 1ST STREET NE	Owens	
Ferebee-Hope (Swing)	3999 8TH STREET SE	Owens	
Fletcher-Johnson (Closed)	4650 BENNING ROAD SE	Owens	
Garfield ES	2435 ALABAMA AVENUE SE	Owens	
Garnet-Patterson(Swing)	2001 10TH STREET NW	Owens	
Garrison ES	1200 S STREET NW	Owens	
H.D. Cooke ES	2525 17TH STREET NW	Owens	
Hardy MS	1819 35TH STREET NW	Owens	
Hart MS	601 MISSISSIPPI AVENUE SE	Owens	
Hearst ES	3950 37TH STREET NW	Owens	
Hendley ES	425 CHESAPEAKE STREET SE	Owens	
Houston ES (Construction)	1100 50TH PLACE NE	Owens	
Hyde-Addison @Meyer (Swing)	2501 11TH STREET NW	Owens	
Hyde-Addison ES (Addison) (Construction)	3246 P STREET NW	Owens	
Hyde-Addison ES (Hyde)(Construction)	3219 O STREET NW	Owens	
Incarcerated Youth Program, Correctional Detention Facility	1901 D STREET SE	DCPS does not own	

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
J.O. Wilson ES	660 K STREET NE	Owens	
Janney ES	4130 ALBEMARLE STREET NW	Owens	
Jefferson Middle School Academy (Construction)	801 7TH STREET SW	Owens	
Johnson, John Hayden MS	1400 BRUCE PLACE SE	Owens	
Kelly Miller MS	301 49TH STREET NE	Owens	
Ketcham ES	1919 15TH STREET SE	Owens	
Key ES	5001 DANA PLACE NW	Owens	
Kimball ES (Construction)	3375 MINNESOTA AVENUE SE	Owens	
Kimball ES @Davis	4430 H STREET SE	Owens	
King, M.L. ES	3200 6TH STREET SE	Owens	
Kramer MS	1700 Q STREET SE	Owens	
Lafayette ES	5701 BROAD BRANCH ROAD NW	Owens	
Langdon ES	1900 EVARTS STREET NE	Owens	
Langley ES	101 T STREET NE	Owens	
LaSalle-Backus EC	501 RIGGS ROAD NE	Owens	
Lease #0113 V Street	3535 V STREET NE	Leased by DCPS	Dates: 20011201-20161130. Lease type: Net
Lease #0904 Central Office	1200 1ST STREET NE	Leased by DCPS	Dates: 20100301-20200229. Lease type: Net.
Leckie ES	4201 MARTIN LUTHER KING JR AVENUE SW	Owens	
Lemmuel Penn Center	1709 3RD STREET NE	Transfer to DCPL	
Ludlow-Taylor ES	659 G STREET NE	Owens	
Luke Moore Alternative HS	1001 MONROE STREET NE	Owens	
MacFarland	4400 IOWA AVENUE NW	Owens	
MacFarland MS	4400 IOWA AVENUE NW	Owens	
Malcolm X (Closed) on Alabama	1351 ALABAMA AVENUE SE	Owens	
Malcolm X ES @ Green	1500 MISSISSIPPI AVENUE SE	Owens	
Mamie D Lee School (Closed)	100 GALLATIN STREET NE	Owens	

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
Mann ES	4430 NEWARK STREET NW	Owens	
Marie Reed ES	2201 18TH STREET NW	Owens	
Marshall (Closed)	3100 FORT LINCOLN DRIVE NE	Owens	
Maury @Eliot-Hine (Swing)	1830 CONSTITUTION AVENUE NE	Owens	
Maury ES (Construction)	1250 CONSTITUTION AVENUE NE	Owens	
McKinley MS	151 T STREET NE	Owens	
McKinley Technology HS	151 T STREET NE	Owens	
Miner ES	601 15TH STREET NE	Owens	
Moten ES	1565 MORRIS ROAD SE	Owens	
Murch ES	4810 36TH STREET NW	Owens	
Demountables @UDC	3373 VAN NESS STREET NW	Owens	
Nalle ES	219 50TH STREET SE	Owens	
Noyes ES	2725 10TH STREET NE	Owens	
Boone ES	2200 MINNESOTA AVENUE SE	Owens	
Oyster-Adams Bilingual School (Adams)	2020 19TH STREET NW	Owens	
Oyster-Adams Bilingual School (Oyster)	2801 CALVERT STREET NW	Owens	
Patterson ES	4399 SOUTH CAPITOL TERRACE SW	Owens	
Payne ES	1445 C STREET SE	Owens	
Peabody ES (Capitol Hill Cluster)	425 C STREET NE	Owens	
Phelps Architecture, Construction and Engineering HS	704 26TH STREET NE	Owens	
Plummer ES	4601 TEXAS AVENUE SE	Owens	
Powell ES	1350 UPSHUR STREET NW	Owens	
Randle Highlands ES	1650 30TH STREET SE	Owens	
Raymond EC	915 SPRING ROAD NW	Owens	
River Terrace EC	405 ANACOSTIA AVENUE NE	Owens	

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
Ron Brown College Preparatory High School	4800 MEADE STREET NE	Owens	
Roosevelt HS	4301 13TH STREET NW	Owens	
Roosevelt STAY	4301 13TH STREET NW	Owens	
Ross ES	1730 R STREET NW	Owens	
Savoy ES	2400 SHANNON PLACE SE	Owens	
School Without Walls @ Francis-Stevens	2425 N STREET NW	Owens	
School Without Walls HS	2130 G STREET NW	Owens	
School-Within-School @ Goding	920 F STREET NE	Owens	
Seaton ES	1503 10TH STREET NW	Owens	
Shadd (Closed) on East Capitol	5601 EAST CAPITOL STREET SE	Owens	
Shaw (Closed)	925 RHODE ISLAND AVENUE NW	Owens	
Shepherd ES	7800 14TH STREET NW	Owens	
Simon ES	401 MISSISSIPPI AVENUE SE	Owens	
Smothers ES	4400 BROOKS STREET NE	Owens	
Sousa MS	3650 ELY PLACE SE	Owens	
Spingarn (Closed)	2500 BENNING ROAD NE	Owens	
Stanton ES	2701 NAYLOR ROAD SE	Owens	
Stoddert ES	4001 CALVERT STREET NW	Owens	
Stuart-Hobson MS (Capitol Hill Cluster)	410 E STREET NE	Owens	
Takoma EC	7010 PINEY BRANCH ROAD NW	Owens	
Thomas ES	650 ANACOSTIA AVENUE NE	Owens	
Thomson ES	1200 L STREET NW	Owens	
Truesdell EC	800 INGRAHAM STREET NW	Owens	
Tubman ES	3101 13TH STREET NW	Owens	
Turner ES	3264 STANTON ROAD SE	Owens	
Tyler ES	1001 G STREET SE	Owens	
Van Ness ES	1150 5TH STREET SE	Owens	

Program Name	Property Address on DCPS Budget	DCPS Owns/Leases	Terms of Lease
Walker-Jones EC	1125 NEW JERSEY AVENUE NW	Owens	
Washington Metropolitan HS (formerly YEA)	300 BRYANT STREET NW	Owens	
Watkins ES	420 12TH STREET SE	Owens	
Watkins ES @ Eliot-Hine	1830 CONSTITUTION AVENUE NE	Owens	
West EC	1338 FARRAGUT STREET NW	Owens	
Wheatley EC	1299 NEAL STREET NE	Owens	
Whittier EC	6201 5TH STREET NW	Owens	
Winston (Closed) on Erie	3100 ERIE STREET SE	Owens	
Woodrow Wilson HS	3950 CHESAPEAKE STREET NW	Owens	
Woodson, H.D. HS	540 55TH STREET NE	Owens	
Youth Services Center	1000 MOUNT OLIVET ROAD NE	Owens	
Totals			



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

December 2017

School Naming Policy

Chancellor's Directive #303

Version 01

Approved by: Antwan Wilson, Chancellor
Carla Watson, Chief Operating Officer
Scott Barash, General Counsel

Chancellor's Signature

12/11/17
Date

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I. Executive Summary

Originating Office: Office of the Chief Operating Officer	Number: 303
Subject: School Naming Policy Authority: 5-E DCMR 3510	Date: December 2017 Rescinds: None

A. Introduction

The District of Columbia Public Schools (DCPS) operates over 100 schools with the mission of ensuring that every school guarantees students reach their full potential through rigorous and joyful learning experiences provided in a nurturing environment. This mission requires us to deliver education in a school environment supportive of student learning and reflective of the community served. Schools are named after people, places, or services provided at that location. School names serve to identify the school community, establish a legacy, and develop a sense of pride in the traditions of DCPS.

B. Purpose

This directive delivers the rules and procedures for the naming and renaming of all DCPS school buildings. DCPS recognizes that students, parents, and other community members may wish to propose a name for a school or request a name change for an existing school. Therefore, this policy outlines the specific steps to initiate this process, the decision-making considerations, and the legal implications involved in the naming of schools. Pursuant to 5-E DCMR 3510.10, any person or organization may submit a proposed name or change of name of any school building to DCPS for consideration but DCPS shall not be required to submit any particular name or recommendation for change of name to the Mayor. This policy applies only to the naming or renaming of school buildings. To the extent practicable and applicable, any naming associated with individual spaces within in a school shall be considered on a case by case basis. Any questions with regards to this policy should be referred to dcps.policy@dc.gov.

C. Roadmap

This directive first explains the criteria for official school names and the authority for new school names. Then, it explains the procedures for naming new schools and existing schools. Finally, it addresses procedures for community engagement and authority for the approval of a new school name. This policy shall apply to all school buildings associated with DCPS.

II. Naming and Renaming Procedures

A. Official Naming Criteria

Each school has an official school name. All such naming designations shall be according to the criteria explained below.

1. All naming based on a specific individual must comply with the following requirements:
 - The individual must not be a living person;
 - The individual must have been deceased for at least two (2) years; and
 - Only the individual's given name as well as their surname may be used (e.g. "Paul Lawrence Dunbar High School" rather than "Dunbar High School").
2. In determining whether to name a school after an individual, DCPS will consider whether the person:
 - Has made a significant contribution to society, including contributions made to the local school community;
 - Will lend prestige and status to an institution of learning; and
 - Represents the DCPS mission, vision, and values.
3. Nominations for names shall include a brief written statement (no more than 250 words) containing information about the name or person, including, if applicable, biographic data and significant contributions, and a statement of why such a name should be selected, including how it will lend prestige and status and represent the DCPS mission, vision, and values. In addition, the nomination must state that all conditions outlined in Section II.A.1 above have been met.

The wishes of the next of kin shall be taken into consideration. DCPS shall make reasonable efforts to locate the next kin and consider the perspective of the family before approving any official school name of a person.

Each school may have a mascot and school colors associated with the school's name or identity. Any changes to a school's mascot or colors shall occur during an official school name change unless it has been deemed the school's current mascot or colors are discriminatory or pose a significant safety threat.

B. Naming New Schools Procedures

School naming must be in accordance with the requirements described in Section II.A and performed according to the process described below.

1. Recommendation Review

In the case of a newly acquired school, or re-opening of a school, nominations for the official name of a school must be submitted to DCPS. Any such nominations shall be in accordance with the requirements and format described in Section II.A. DCPS will review the recommendation and respond to the stakeholder within 60 days on whether the new name consideration will move forward.

2. Community Engagement and Fiscal Impact Statement

The Office of Family and Public Engagement (OFPE) will determine the community engagement process regarding the potential naming of a new school. To the extent practicable and applicable, this engagement shall follow the process described below in Section D. The Office of Chief Operating Officer (OCOO) shall submit an analysis of the costs and timeline for potential implementation of the new name. After reviewing this input and information, a recommendation shall be made to the Chancellor.

3. Chancellor's Decision

The Chancellor, or designee, shall review a new school name consideration and determine whether the new school name shall move forward. Notice of proposed action shall be published in the D.C. Register for a period of not more than thirty (30) days prior to final action to name the school building. The Mayor shall have the final decision on any new school name.

C. Renaming Existing Schools

The existing name of a school may be changed in accordance with the naming requirements described below.

1. Recommendation Review

In the case of a request to rename an existing school, nominations for the official name of a school must be submitted to DCPS. Any such nominations shall be in accordance with the requirements and format described in Section II.A. DCPS will review the recommendation and respond to the stakeholder within 60 days on whether the new name consideration will move forward.

2. Community Engagement and Fiscal Impact Statement

OFPE will determine the community engagement process regarding the potential naming of an existing school. To the extent practicable and applicable, this engagement shall follow the process described below in Section D. OCOO shall submit an analysis of the costs and timeline for potential implementation of the new name. After reviewing this input and information, a recommendation shall be made to the Chancellor.

3. Chancellor's Decision

The Chancellor, or designee, shall review the request for name change to an existing school and determine whether the renaming shall move forward. Notice of proposed action shall be published in the D.C. Register for a period of not more than thirty (30) days prior to final action to name the school building. The Mayor shall have the final decision on any name change to an existing school.

D. Community Engagement Process

Any new school name or renaming of a school shall include a community engagement process before the final action on an official school name designation is completed. DCPS shall notify parents, students, alumni, and the community of the request for a name change, or new school name, and undertake a process to seek input on and recommendations regarding the proposed name.

Community engagement may include:

- Direct communications with students, parents, and families (during in-person parent or staff meetings);
- School specific surveys;

School Naming Policy

- School specific petitions;
- Local School Advisory Team (LSAT) meetings;
- Advisory Neighborhood Commission Meetings; and
- Community Civic Association Meetings.

DCPS may administer a survey to invite input, reflections, comments, and nominations regarding the proposed name change. This survey will be open to all members of the DCPS community, including current and former students, and will be distributed, at a minimum, through the DCPS website, Office of Family and Public Engagement email list, and social media platforms.

Cardozo Feeder Pattern - Middle School Engagement

Goals of Engagement Process

- Review data on middle school population, enrollment and demand trends
- Determine if/when a new standalone middle school is needed for the Cardozo feeder pattern

Key Stakeholder Groups

- Parents from the elementary schools (Ross, Thomson, Garrison, Seaton, Cleveland) that would potentially feed to a new standalone middle school, and Cardozo Education Campus
- Broader community stakeholders (ANCs, education advocacy groups, neighborhood associations, etc.)
- Impacted school leaders

Phase One (Mid to Late January) – DCPS will hold a citywide meeting in a local Shaw area school. The purpose of the meeting is to share data, examine enrollment trends, and discuss what planning considerations and trade-offs determine the need for a new school. The meeting would also solicit ideas and feedback on what works and doesn't work with the current middle school options.

Phase Two (February - April) – DCPS/DME will hold two school-level meetings with the Shaw area schools and conduct online engagement. The purpose of these meetings is to get feedback on draft criteria for opening a new middle school and possible short-term programmatic enhancements for Cardozo.

To offer multiple ways in which the public can engage in the conversation, DCPS will leverage the following strategies to ensure engagement of diverse stakeholder groups.

- *Online Engagement* – DCPS will leverage current online platforms to share all meeting materials, data and resources. DCPS/DME will also conduct an online survey to capture feedback on draft criteria and middle school program enhancements.
- *Targeted Outreach* – To ensure we engage all stakeholders, targeted outreach will be undertaken with under-represented parents.

Phase Three (Late April/May) – Based on the feedback received in phases one and two, DCPS will update the criteria for opening a new middle school and possible short-term programmatic enhancements for Cardozo. DCPS will hold a citywide meeting to share and gather feedback on the updated information.

Options for consideration

The feedback received through the three phases of engagement will inform if/when a standalone middle school is needed for the Cardozo feeder pattern. All options will be communicated to all stakeholders and engagement participants.

Supporting Data for Potential New Middle School

Elementary Feeders Include
Cleveland ES, Garrison ES, Ross ES,
Seaton ES, and Thomson ES

12/17/2018