

C.4 DISTRICT OF COLUMBIA PUBLIC SCHOOLS ROLES AND RESPONSIBILITIES

- C.4.1 Recruitment and Hiring Process. DCPS and Contractor agree to collaborate in good faith to facilitate the recruitment of individual Teacher candidates, including, to the extent permissible and feasible, the use of specialized recruitment practices such as recruitment fairs and telephone interviews. DCPS and Contractor agree to collaborate in good faith to identify individual schools within the DCPS system appropriate for Contractor Teachers. In order to be considered an appropriate school for placement of a Teacher the student population must be considered high poverty relative to the student population elsewhere in the District. All teacher hiring decisions shall be made solely by DCPS in accordance with its own set of hiring guidelines and in accordance with local laws and regulations.
- C.4.2 Timing of Employment. Contractor agrees to collaborate with DCPS to facilitate hiring Teachers in a timely manner throughout the spring and summer of each academic year, provided that Teachers are hired no later than two weeks prior to the first day that all DCPS teachers are required to report to their assigned school for the start of the academic year. If DCPS is not able to hire every Teacher by that date, DCPS may elect to hire teacher candidates in an interim capacity as substitute teachers, “pool teachers” or some other temporary category of employment available within DCPS to individuals with teaching credentials that will enable the individual Teacher to secure a salary and basic benefits, or where applicable, to commence the pre-eligibility period of benefits eligibility until such time that DCPS can secure permanent employment as a full time classroom teacher of record.
- C.4.3 Corps Member Duration of Employment. Contractor acknowledges that DCPS hires Corps Members under a one-year contract. DCPS acknowledges that it is the expectation that Contractor Corps Members hired will be employed for at least two (2) years, provided that the Corps Members remain employees in good standing; however nothing in this contract requires DCPS to re-hire any Contractor Teachers following their first year of employment with DCPS.
- C.4.4 Compensation of Teachers. Compensation of Teachers is left to the discretion of DCPS; provided, that DCPS provides to every Teacher employed by DCPS the same salary and benefits as are provided to other teachers employed by DCPS who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by DCPS in making such decisions.
- C.4.5 Employment Status. Every Teacher employed by DCPS is a full employee of that school district with all of the rights, responsibilities, and legal protections attendant to that status. No provision of this or any other contract shall be construed to authorize or employ Contractor to interfere in the employment relationships between DCPS and any Teacher or to legally function as the representative of any Teacher. No provision of this or any other contract shall be construed to imply that an employer-employee relationship exists between Contractor and any individual Teacher. Contractor is not party to any employment agreement between DCPS and any individual Teacher.
- C.4.6 DCPS shall
- Provide Contractor with updated information on school-level vacancies during the hiring season, by March 15 annually, and shall provide weekly updated vacancy lists until the first day of school;
 - Invite corps members to participate in DCPS-sponsored hiring fairs and events starting March 15 annually through the first day of school;
 - Set performance measures and recruitment targets to bring in corps members in future contract years in high-need subject areas;
 - Share preliminary high-need subject area needs and how many corps members they would want Contractor to recruit for each of these specified areas in October annually; and
 - Attend periodic meetings with Contractor staff to discuss program management and corps member performance.

5. **DELETE** Deliverables in Section F.5 and **INSERT** new Deliverables Table below:

F.5 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in section G.9.2 in accordance with the following:

CLIN	Deliverable	Quantity	Responsible (Contractor or DCPS)	Deadline (range)
C.3.1	Recruitment and selection of new teachers candidate (“Corps Members”) <ul style="list-style-type: none"> Recruit and select cohort of new teachers 	16	Contractor	Base Year: 10/1/16-9/30/17 Option Year 1: 10/1/17-9/30/18 Option Year 2: 10/1/18-9/30/19 Option Year 3: 10/1/19-9/30/20
C.3.1	Recruitment and selection of experienced teacher candidates (“Alumni”) teachers <ul style="list-style-type: none"> Recruit and select cohort of experienced teachers 	4	Contractor	Base Year: 10/1/16-9/30/17
C.3.1	Recruitment and selection of experienced teacher candidates (“Alumni”) teachers <ul style="list-style-type: none"> Recruit and select cohort of experienced teachers 	TBD	Contractor	Option Year 1: 10/1/17-9/30/18 Option Year 2: 10/1/18-9/30/19 Option Year 3: 10/1/19-9/30/20

F.5 DELIVERABLES Cont'd

C.3.5	<p>Training and support for first and second year Corps Member teachers</p> <ul style="list-style-type: none"> • Provide ongoing professional development and retention support; services shall include elements outlined in the "Professional Development Services" section 	Ongoing	Contractor	<p>Base Year: 10/1/16-9/30/17</p> <p>Option Year 1: 10/1/17-9/30/18</p> <p>Option Year 2: 10/1/18-9/30/19</p>
C.3.5.1	<p>Training and support for third year teachers (Corps Member and Alumni)</p> <ul style="list-style-type: none"> • As referenced in section C.3.5.1, this is optional and at the sole discretion of TFA 	Ongoing	Contractor	<p>Option Year 3: 10/1/19-9/30/20</p> <p>Option Year 4: 10/1/20-9/30/21</p>
C.4.1 & C.4.5	<p>Reports and monitoring</p> <ul style="list-style-type: none"> • Timely programmatic updates from TFA to DCPS on relevant news on recruitment status and Corps Member and Alumni teacher (if applicable) performance throughout the school year • Stakeholder meetings, as needed, which can be requested by either party 	Ongoing	Contractor/ DCPS	<p>Base Year: 10/1/16-9/30/17</p> <p>Option Year 1: 10/1/17-9/30/18</p> <p>Option Year 2: 10/1/18-9/30/19</p>
C.4.6	<p>Frequent hiring reports from June – August to provide DCPS with updates on TFA Corps Member's and Alumni's (if applicable) hiring status</p>		DCPS	<p>Option Year 3: 10/1/19-9/30/20</p> <p>Option Year 4: 10/1/20-9/30/21</p>
G.1	Invoice	1	Contractor	Annually at the beginning of each school year.

**MEMORANDUM OF AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
AND
UNIVERSITY OF THE DISTRICT OF COLUMBIA
FOR CLINICAL TEACHING PLACEMENTS OF DEGREE CANDIDATES**

This Memorandum of Agreement (“MOA”) is entered into by and between the District of Columbia Public Schools (“DCPS”), an agency of the government of Washington, D.C, and the University of the District of Columbia (“University” or “UDC”), and independent agency of the government of Washington, D.C., on behalf of its College of Arts & Sciences, each a “Party” and collectively the “Parties.”

Purpose: This MOA sets forth the responsibilities and expectations of the Parties in support of the Field Experiences and Clinical Teaching Practice Program (the “Program”) through which selected undergraduate and graduate students enrolled in the University’s various Education degree programs, including the Bachelor of Arts, Master of Arts, and Master of Arts in Teaching, may participate with DCPS.

RECITALS

WHEREAS, the Parties have worked together, and desire to continue working together, to train undergraduate and graduate students in teacher education preparation; and

WHEREAS, the Parties share a strong belief in the value of quality undergraduate and graduate student clinical teaching experiences, pride in the Parties’ past collaborations and accomplishments, and a commitment to seeing their cooperative arrangements continue and flourish in the future; and

WHEREAS, the Parties strongly believe that undergraduate and graduate student field experiences expose students to the opportunity to acquire professional experience in urban school settings prior to earning a degree; and

WHEREAS, this MOA is intended to codify the terms of the relationship between the Parties in support of the undergraduate and graduate student clinical teaching experiences, and in order to ensure the continued development of this high-quality educational program for DCPS students.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. TERM AND OPTION YEARS

This MOA shall be effective as of the date of last signature below ("Effective Date") and, unless terminated in writing by either Party prior to its expiration, shall expire on June 30, 2024 (the "Term"). The Parties may renew this MOA for up to five (5) additional one (1) year terms, or any fraction thereof, by written agreement signed by both Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

II. RESPONSIBILITIES

- A. DCPS agrees to assume the following duties and responsibilities in support of the Program:
1. Provide participating University students from the University College of Arts & Sciences ("Degree Candidates") with meaningful field experiences and clinical teaching practice by assigning them to work with appropriate DCPS teaching personnel experienced in standards-based lesson planning, instructional delivery, student assessment, and the typical professional duties of classroom teachers, and possessing required state and/or national licenses and certifications;
 2. Meet, as needed, with University personnel to plan, evaluate, and modify the Program, and to cooperate in the collection of data to assist the University in evaluating its program and potential success of its students;
 3. Identify and share information regarding teachers, school sites, and school-based administrators who have expressed a willingness to serve as Cooperating Teachers or Mentor Teachers and host Degree Candidates as critical observers of routine and daily classroom practice and school operations, and/or as Student Teachers responsible for instructional planning, direct instructional delivery, and assessment of student performance;
 4. Extend to Degree Candidates the opportunity to document teaching practices via videotaping Degree Candidates' direct instructional methods and practices, and interactions with students during a routinely scheduled classroom lesson, as is currently considered standard pedagogy and practice in teacher preparation programs nationally and internationally, and in accordance with accreditation organization expectations. School-based administrators may offer any parent of a student in a classroom with a UDC Degree Candidate providing instruction the opportunity to opt-out of the use

of a student's video image while recognizing that the voice of a student might still be captured during the videotaping process. Moreover, DCPS extends the authority to use video documentation of field experiences and clinical teaching practices exclusively as course content material available in UDC undergraduate and graduate courses offered by the Education Unit. Public screenings of DCPS classrooms or students shall, of course, not be permitted;

5. Suspend or cancel a Degree Candidate's Field Experience and Clinical Teaching Practice at the sole discretion of the school site Principal, if for any reason DCPS determines that removal of the Degree Candidate is in the best interest of DCPS. Although the Parties agree that any decision to remove a Degree Candidate from the Program shall be made by DCPS in its sole discretion, DCPS will use its best efforts to consult with the University before final action is taken;
 6. Participate in UDC-specific teacher recruitment events and invite completers of the University's undergraduate and graduate degree programs who seek and obtain licensure from the Office of the State Superintendent of Education, to recruitment events, including application information sessions.
- B. University agrees to assume the following duties and responsibilities in support of the Program:
1. Provide a liaison to work with DCPS on all matters connected with this MOA, currently the Coordinator of Student Partnerships and Placements, or other designee from the Division of Education, Health, and Social Work or the College of Arts and Sciences;
 2. Provide DCPS with University's Degree Candidate evaluation materials;
 3. Be responsible, after consultation with DCPS staff to which the Degree Candidate is assigned, for the final evaluation of each Degree Candidate;
 4. Meet, as needed, with DCPS designated personnel, Cooperating Teachers, Mentor Teachers, and school-based administrators, to plan, evaluate, and modify the Program and field experiences for Degree Candidates.
 5. Collaborate on opportunities to provide professional development sessions for DCPS Teachers or School Administrators for Professional Development Days throughout the school year;

6. Provide a \$500 stipend to compensate Cooperating and Mentor Teachers for their participation in the field experiences and clinical teaching practice of Degree Candidates.
- C. DCPS and University agree to collaborate and jointly assume the following operational duties and responsibilities in support of the Program:
1. DCPS personnel in the Office of Talent and Culture, or other designee, and UDC personnel, currently the Coordinator of Partnerships and Placements, or other designee, in consultation with each Degree Candidate, will mutually agree on the details of all field experiences and clinical teaching practices, including:
 - a. Beginning and/or Ending dates;
 - b. Length of placement;
 - c. Specific locations for each Degree Candidate;
 - d. Specific learning objectives and performance expectations for each Degree Candidate;
 - e. Specific allocation of responsibilities for Cooperating Teachers, Mentor Teachers, and any other DCPS personnel; and
 - f. Deadlines and format for Degree Candidate evaluation forms;
 2. University and DCPS will participate in the evaluation of Degree Candidates jointly;
 3. University and DCPS will comply with all laws, rules, and regulations and other policies applicable to this Agreement, whether now in force or hereafter enacted or promulgated. University and DCPS will instruct their respective faculty and staff, and the students participating in the Program to maintain confidentiality of information as required by law and by policies and procedures of University and DCPS. Each Party will make the other Party aware of those rules, regulations, and policies;

III. BACKGROUND CHECKS

The parties will enable Degree Candidates to complete the DCPS Volunteer Application (“Application”) and submit supporting documentation as part of the applicant’s vetting and screening process. DCPS will enable Degree Candidates who seek placement in the Program to complete the DCPS Volunteer application and submit supporting documentation, as well as complete the required DCPS clearance process which includes a Tuberculosis test, fingerprinting, and background check. Degree Candidates who, at the start of their field experience and clinical teaching practice, are currently employed full-time by DCPS will not be required to redundantly complete the DCPS background check process.

UDC shall ensure all of its employees, contractors, volunteers and other personnel providing services under this MOA ("University 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.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). University shall also ensure that any University 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.

IV. PERSONNEL DEFINITIONS

1. **Cooperating Teacher:** The classroom teacher of record assigned to supervise the performance of the Degree Candidate under his/her watch at a DC Public School. Degree Candidates completing the field experience as a traditional student teacher work under the direction of a Cooperating Teacher.
 2. **Cooperating Teachers** must be fully certified in the discipline and grade band, rated "Highly Effective" or "Effective" during the three consecutive years prior to service, and enjoy the recommendation and endorsement of the Principal or school site administrator.
- B. **Mentoring Teacher:** The teacher or administrator assigned to supervise the performance of the Degree Candidate who is currently employed as the classroom teacher of record under his/her watch at the Degree Candidate's worksite.
1. **Mentor Teachers** must be fully certified in the discipline and grade band, rated "Highly Effective" or "Effective" during the three consecutive years prior to service, and enjoy the recommendation and endorsement of the Principal or school site administrator.
- C. **Student Teacher:** Term is synonymous with "Degree Candidate."
- D. **Degree Candidate:** A UDC undergraduate or graduate student enrolled in one of the following programs of study offered by the Education Unit of the Division of Education, Health, and Social Work in the College of Arts and Sciences: Bachelor of Arts, Master of Arts, or Master of Arts in Teaching.

1. Degree Candidates may currently enjoy an in-classroom relationship with DCPS as a teacher of record, a paraprofessional, or a teacher's aide, or the Degree Candidate may have no relationship with DCPS and enter the field experiences and clinical teaching practice program as a traditional student teacher.

E. University Supervisor: UDC faculty member who serves as coach, mentor, observer, and evaluator of the Degree Candidate's field experience and clinical teaching practice. The University Supervisor may or may not serve as the Degree Candidate's professor in the UDC Practicum course that accompanies the field experience.

F. Coordinator of Partnerships and Placements: UDC faculty member responsible for the administrative duties, management, and first position of contact for all issues related to the field experience and clinical teaching practice.

V. FIELD EXPERIENCES AND CLINICAL TEACHING PRACTICE ROLES AND RESPONSIBILITIES. The UDC Coordinator of Partnerships and Placements shall provide an orientation for Degree Candidates, Cooperating and Mentor Teachers, University Supervisors, and school site-based administrators prior to commencement of the field experience and clinical teaching practice.

A. DEGREE CANDIDATE

1. Works with the Cooperating or Mentor Teacher, University Supervisor, and UDC Faculty to discover and hone the dispositions, skills, concepts, strategies, and methodologies of an effective urban school teacher.
2. Completes all requirements outlined in the UDC Practicum course syllabus, as well as other requirements stipulated as degree or certification requirements.
3. Participates in all scheduled conferences and consultations.
4. Receives approval from UDC Faculty and/or University Supervisor, and Coordinator of Partnerships and Placements for any exceptions to established policy.
5. Completes a standards-based and performance-based clinical teaching portfolio.

6. Prepares and submits written lesson plans to Cooperating and Mentor Teacher, University Supervisor, and/or UDC Faculty, prior to implementation of lesson delivery.
7. Schedules a date and time to teach lessons to be observed by Cooperating and Mentor Teacher, University Supervisor, and/or UDC Faculty.
8. Uses curriculum documents, materials, and content already in use in the class in which they are employed or to which they have been assigned.
9. Drafts written reflections to metacognitively process field experiences and clinical teaching placements.
10. Completes self-assessment using INTASC standards and dispositions.

B. COOPERATING TEACHER/MENTOR TEACHER

1. Models a variety of instructional techniques so that the candidate develops a comfort level for developing a range of instructional delivery methodologies and strategies.
2. Regularly assesses the Degree Candidate's developing level of competency in lesson planning, classroom management, instructional delivery, and assessment, and provides appropriate verbal and written feedback.
3. Completes Degree Candidate evaluations.
4. Communicates regularly, reviews lesson plans, observes teaching (individual, small group, whole class, tutoring, etc.), observes teacher/student interactions, and provides appropriate feedback to Degree Candidate.
5. Reviews lesson plans, course content materials, and reflections.
6. Participates in benchmark conferences with University Supervisor, UDC Faculty, and Degree Candidate.

C. UNIVERSITY SUPERVISOR

1. Serves as a coach, mentor, and monitor of the Degree Candidate's progress during the field experience and clinical teaching practice on behalf of the University.
2. Observes the Degree Candidate's teaching a minimum of 3 times and participates in 3 required benchmark assessment conferences.
3. Provides verbal and written feedback of each observation.
4. Evaluates the Degree Candidate's performance.
5. Helps facilitate improvement with the Degree Candidate using INTASC standards.
6. Participates in 3 benchmark conferences with the Cooperating or Mentor Teacher, UDC Faculty, and the Degree Candidate.

VI. EVALUATION OF DEGREE CANDIDATES

- A. Degree Candidates are formally assessed at two critical junctures, during the Mid-Term and the Final evaluation periods. Cooperating or Mentor Teachers and University Supervisors will submit evaluation tools that measure INTASC standards and dispositions to UDC Faculty leading Practicum courses in a timely fashion in order to permit the UDC Faculty to complete grading.
- B. School partners, via Cooperating or Mentor Teachers and/or school-based administrators, will complete a holistic evaluation of the field experience and clinical teaching practice at the conclusion of the Degree Candidate's practicum. Holistic evaluations will consider the work of the Degree Candidate, the support provided by the University, as well as the curriculum and pedagogy observable by the Degree Candidate's work at the school site.

VII. USE AGREEMENTS

University's authorization to access and use any DCPS facility space may be conditioned upon University first applying for and obtaining a Use Agreement if that is required by the Office of Realty in the Department of General Services ("DGS Realty"). DCPS agrees

to provide guidance regarding how to obtain a Use Agreement from DGS Realty, but it makes no guarantee that any required Use Agreement will be issued by DGS Realty.

VIII.COMPLIANCE WITH APPLICABLE LAW

Each Party shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. In addition, each Party 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.

IX.INSURANCE; LIABILITY

The Parties are both agencies of the District of Columbia Government. Consequently, both agencies are self-insured public entities that retain and finance their financial responsibility for workers compensation and employer's liability, public liability, and property exposures under a comprehensive self-insurance program. As District of Columbia Government agencies, the Parties agree to coordinate on the response to and defense of claims brought against either agency as a result of this MOA.

X.FUNDING

No specific funding commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. Neither Party shall be under any obligation to provide funding or payment to the other Party.

XI.NON-DISCRIMINATION

Neither Party shall discriminate against anyone participating in the Program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set forth in any applicable law, including, but not limited to, the District of Columbia Human Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

XII.ANTI-DEFICIENCY CONSIDERATIONS

Each Party's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. 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 neither Party's legal liability for any obligations under this MOA shall arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

XIII. CONFIDENTIALITY AND ACCESS TO EDUCATION RECORDS

- A. The Parties will access, use, restrict, safeguard and dispose of all information related to this agreement in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).
- B. University shall share with DCPS all Program data, including all student specific data it is authorized to share for those students participating in the Program. University will submit all requests for education records or other DCPS data to the DCPS Office of Data and Strategy ("ODS") and will follow all procedures established by ODS for such requests.
- C. University is required to provide an institutional service or function on behalf of DCPS under this MOA. University's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information ("PII") from education records to University and DCPS has determined University has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), University acknowledges that (i) it has been outsourced an institutional service or function of DCPS under this MOA; (ii) it is considered a "school official" for purposes of providing such institutional service or function of DCPS under this MOA; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this 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), University must (1) not disclose any PII it may have access to under this MOA without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) require that all University Personnel receiving PII under this MOA only use such information for purpose of providing an institutional service or function on behalf of DCPS.

XIV. PUBLICITY

Neither Party shall use the logo of the other Party, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on each Party's website) or other published materials. In addition, neither Party shall use the name of the other Party, the District government or any

District agency in any statement, promotional materials (including on University's website) or in any published materials in a manner which states or implies support for or an endorsement of one Party by the other Party. Further, each Party shall at all times obtain prior written approval from the other Party's contact referenced in Section XVI of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

XV.TERMINATION

Either Party may immediately terminate this MOA in whole or in part at any time by providing notice to the other Party if, in the Party's sole discretion, such termination is in the best interest of the Party or the District. Either Party may terminate this MOA in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

XVI.NOTICES AND CONTACT PERSONS

Any inquiries under this MOA shall be directed to the parties at the address 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 provided that notice by e-mail or facsimile must be documented.

TO DCPS:

Danielle Brooks
Manager, Teacher Recruitment and Pipelines
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, DC 20002
Danielle.brooks@dc.gov

TO University:

Anika Spratley Burtin, PhD
Division Chair, Education, Health, and Social Work
Building 41, Room 413-10
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008
anika.burtin@udc.edu

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 those individuals with additional copies to:

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

Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Room 301 R
Washington, DC 20008
Fax: (202) 274-5320

XVII.STATUS OF THE PARTIES AND PROGRAM PARTICIPANTS

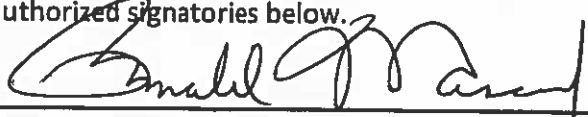

- A. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose. No Party shall have any authority to act for or bind the other Party in any way, or to represent that it has such authority.**
- B. University Degree Candidates participating in the Program shall retain the status of students working towards the fulfillment of their degree requirements at University. Degree Candidates are not employees or agents of DCPS, except where Degree Candidates are previously employed by DCPS as teachers, paraprofessionals, aides or in some other capacity of prior employment.**
- C. Cooperating Teachers and Mentor Teachers and other DCPS personnel participating in the Program are and shall remain employees of DCPS for all purposes and shall not be deemed or considered employees or agents of the University.**

XVIII.MISCELLANEOUS

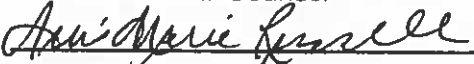
- A. Modifications. This MOA may only be amended or modified by a written instrument signed by both Parties.**
- B. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.**

- C. Entire Agreement. This MOA, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.
- D. Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
- E. Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.
- F. Non-Assignable Agreement. This MOA cannot be assigned by University.
- G. Headings; Counterparts. The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. The Parties agree to accept electronic delivery of the signed agreements.
- H. Applicable Law. This MOA and all matters pertaining to this MOA shall be governed by the laws of the District of Columbia, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and DCPS.
- I. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA and that the person executing this MOA on its behalf is duly authorized to do so.

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

 Ronald Mason, Jr., President University of the District of Columbia	10/9/2019 Date
 Lewis Ferebee, Ed.D., Chancellor District of Columbia Public Schools	10/3/2019 Date

Approved as to Legal Sufficiency
 for the University of the District of Columbia
 Office of the General Counsel

By: 
 Title: Acting General Counsel

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 January 25, 2019, 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 20-23, 2019 (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: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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

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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 of Authorized Representative


 Title

Date 1/13/16

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

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

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:


 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.