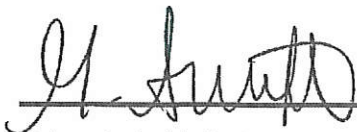


- B. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- C. Entire Agreement. This Agreement, including any applicable exhibits and the Donation Agreement executed on 7/29/2012, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.
- D. Survival. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of the Agreement.
- E. Other Relationships or Obligations. This Agreement shall not affect any pre-existing or independent relationships or obligations between the Parties.
- F. Non-Assignable Agreement. This Agreement cannot be assigned by Organization.
- G. Headings; Counterparts. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- H. Applicable Law. Intentionally left blank.
- I. Authority of the Parties. By executing this Agreement, each Party represents to the other that it is authorized to enter into this Agreement and that the person executing this Agreement on its behalf is duly authorized to do so.

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



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

4/5/18

Date



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

4/20/18  
Date

**Memorandum of Agreement**  
**between**  
**The Smithsonian Institution and The District of Columbia Public Schools**

This Memorandum of Agreement (“MOA”), effective as of the date of the last signature (“Effective Date”), is entered into by and between the Smithsonian Institution (“the Smithsonian”), a non-profit trust instrumentality of the United States created in 1846 by an act of the United States Congress, having its principal place of business at 1000 Jefferson Drive, SW, Washington, D.C. 20560, U.S.A., by and through the Office of the Associate Provost for Education and Access and the District of Columbia Public Schools (“DCPS”) having its principal place of business at 1200 First Street, NE, Washington, D.C. 20002.

**WHEREAS** the Smithsonian was established for the “increase and diffusion of knowledge” and has established museums, research centers and programs dedicated to the understanding and preservation of humanity’s cultural heritage, the encouragement of contemporary cultural creativity, and the understanding and sustaining of the planet’s biodiversity; and

**WHEREAS** the Office of the Associate Provost for Education and Access whose goal is to support Smithsonian Education to meet all people where they are, to inspire, engage and equip them to explore, think, act, and grow, and become more informed and curious learners in a changing world; and

**WHEREAS** the DCPS seeks to ensure that every school guarantees students reach their full potential through rigorous and joyful learning experiences provided in a nurturing environment; and

**WHEREAS** the Smithsonian and the DCPS have been working together informally on initiatives to connect Smithsonian content to DCPS learning and now desire to formalize this relationship by aligning Smithsonian content with the DCPS curriculum by developing resources, activities, content, and/or programming to support the social and emotional needs of students in DCPS, striving for equity and access by reaching students who have the least access to resources, expanding opportunities for engagement, and establishing initiatives to empower learners with experiences that will assist in their academic work, overall development, and societal roles; and

**NOW, THEREFORE**, the Smithsonian and DCPS (collectively the “Parties”) agree as follows:

**1. Overview of the Collaboration**

- 1.1 During the initial two-year term of the MOA, commencing on the Effective Date, the parties will jointly undertake **three main types of activities**: **The first** will consist of at least three (3) Cornerstone activities (“Cornerstone”). Under the DCPS

Cornerstones program, DCPS has developed common curriculum tasks to be experienced by students across the district enrolled in a particular grade or course of study. In selected Cornerstones, classroom instruction is integrated with an on-site learning experience at the Smithsonian, which enhance classroom instruction by enabling students to experience the resources directly and first-hand. **The second** will be collaboration between parties to jointly develop and implement up to two high impact, immersive experiences that will consist of recurring activities with students, teachers and/or families, across multiple schools or grades. These activities will integrate classroom learning with the Smithsonian’s resources (“High Impact and Immersive Experiences”). **The third** is professional development; Smithsonian educators will continue to develop, design and/or provide professional development experiences for DCPS teachers, in which the content is aligned to the DCPS curriculum. (“Professional Development” or “PD”).

- 1.2 For each of these initiatives, the Smithsonian and DCPS will jointly develop a written plan with details, deliverables and dates and will work together to ensure clear and robust connections that meaningfully add to the students’ and teachers’ learning experiences.

## **2. General Responsibilities of the Parties**

### **2.1 DCPS**

#### **2.1.1 DCPS agrees to assume the following responsibilities in support of the collaboration:**

##### **A. Cornerstones**

- a. Co-develop or select and share three Cornerstones projects that are clearly aligned with the Smithsonian’s existing content and/or resources.
- b. Incentivize DCPS teachers and their students to participate in all components of the Cornerstones by publicizing the opportunities, tracking registration, and providing professional learning units (“PLUs”) for teachers who attend the related professional development.
- c. Reserve time during district-wide professional development days, or institute other mutually acceptable professional development times and delivery methods, to teach the teachers in the particular grade about the Cornerstone projects and support them in the logistics of organizing on-site learning experiences at the Smithsonian;
- d. Allocate DCPS staff time to help coordinate the Cornerstones.
- e. Assist in the coordination and participate in the public announcement and accompanying activities for the launch and implementation of year one and two of the projects and promote the Cornerstones through its social media and traditional media outlets;



- f. Communicate about Cornerstones-related Smithsonian opportunities to the DCPS leadership team, principals, and teachers (cluster meetings, PD Days, and other mutually agreeable methods);
- g. Provide guidelines to schools regarding appropriate number of chaperones and expectations for chaperones during the onsite learning experiences;
- h. Work with the Smithsonian to coordinate transportation for students and teachers to travel from their schools to the onsite learning experiences at the Smithsonian;
- i. Co-design, analyze and report on teacher and student survey data from the Cornerstones to measure the reach and impact on learning (Surveys will be administered at the end of PD events and student museum visits by Smithsonian educators leading the programs.);
- j. Keep Smithsonian education leads informed of changes to participating staff and/or program structure that could impact the successful completion of the three Cornerstones.

#### B. High Impact and Immersive Experiences

- a. Work with Smithsonian educators to co-design up to two High Impact and Immersive Experiences that will consist of recurring activities with students, teachers and/or families, in select schools, to integrate classroom learning with the Smithsonian's resources.
- b. Incentivize DCPS teachers and their students to participate in all components of the High Impact and Immersive Experiences, through publicity, registration tracking, and by providing PLUs for teachers who participate in related PD.
- c. Facilitate Smithsonian communication with participating schools to organize professional development for their participating teachers, in order to teach the teachers about the High Impact and Immersive Experience projects;
- d. Support participating schools in the logistics of organizing on-site learning experiences at the Smithsonian if needed;
- e. Use DCPS staff time to help coordinate the High Impact and Immersive Experiences;
- f. Assist in the coordination and participate in the public announcement and accompanying activities for the launch and implementation of year one and two of the projects;
- g. Inform participating teachers about how to reserve transportation for students and teachers to travel from their schools to the onsite learning experiences at the Smithsonian if needed.
- h. Keep Smithsonian administration informed of changes to participating staff and/or program structure that could impact the successful completion of the High Impact and Immersive Experiences.

## C. Professional Development

- a. Work with Smithsonian educators to coordinate and/or deliver professional development experiences with content aligned to curriculum, to prepare teachers for Cornerstones and/or High Impact and Immersive Experiences and/or to share Smithsonian content;
- b. Reserve time, market, and/or recruit DCPS teachers to participate in collaboration-related workshops, professional learning communities, or other training, and coordinate the granting of PLUs.
- c. Keep Smithsonian education leads informed of changes to participating staff and/or program structure that could impact the successful completion of any of the Professional Development activities.

## 2.2 The Smithsonian

### 2.2.1 The Smithsonian agrees to assume the following responsibilities in support of the collaboration:

#### A. Cornerstones

- a. Coordinate with DCPS to complete at least three (3) Cornerstones, designed by DCPS and/or developed in collaboration with Smithsonian educators, to teach students in a particular grade about a topic that aligns with the DCPS curriculum and the Smithsonian's content;
- b. Participate with DCPS administration to incentivize teachers and their students to participate in all components of the Cornerstones, for example by supplying DCPS a list of registered participants who attended the related Cornerstones PD so that the individual educators can receive PLUs.
- c. Develop materials and/or design professional development experiences during district-wide professional development days or other mutually acceptable settings or modalities, to teach the teachers in the particular grade about the Cornerstone projects;
- d. Provide staff time to assist in developing or enhancing the Cornerstones to ensure alignment with Smithsonian content;
- e. Provide staff time to coordinate arrangements with participating schools for the on-site learning experience at the Smithsonian;
- f. Organize, coordinate, and participate in the public announcement and accompanying activities for the launch and implementation of year one and two; and promote the Cornerstones through its social media and traditional media outlets;
- g. Provide necessary related information to DCPS leadership or staff;

- h. Provide transportation for teachers and students confirmed to attend and participate in any or all of three Cornerstones hosted at Smithsonian museums and/or research centers;
- i. Keep DCPS leadership informed of changes to participating staff and/or program structure that could impact the successful completion of the three Cornerstones.

#### B. High Impact and Immersive Experiences

- a. Work with DCPS educators (Central Office or school-based as appropriate) to co-design up to two High Impact and Immersive Experiences that will consist of recurring activities with students, teachers and/or families, across multiple schools or grades that integrate classroom learning with the Smithsonian's resources;
- b. Participate with DCPS administration to incentivize teachers and their students to participate in all components of the High Impact and Immersive Experiences;
- c. Reserve time during district-wide professional development days (or other mutually agreed times and modalities) if needed to teach the teachers about the High Impact and Immersive Experience projects and support them in the logistics of organizing on-site learning experiences at the Smithsonian if needed;
- d. Use staff time to help coordinate the High Impact and Immersive Experiences;
- e. Organize, coordinate and participate in the public announcement and accompanying activities for the launch and implementation of year one and two of the projects;
- f. Work with DCPS to provide information to communicate about the High Impact and Immersive Experiences to the DCPS leadership team, principals, and teachers (e.g., Cluster meetings, PD Days, etc.);
- g. Encourage all students involved in the schools or classrooms that are part of the High Impact and Immersive Experiences to participate in the onsite learning experiences at the Smithsonian if needed;
- h. Work with teachers and schools to provide the appropriate number of chaperones for the onsite learning experiences at the Smithsonian if needed;
- i. Work with DCPS to coordinate transportation for students and teachers to travel from their schools to the onsite learning experiences at the Smithsonian if needed;
- j. Collect, compile, and report on teacher and student data from the High Impact and Immersive Experiences to measure the reach and impact on learning;
- k. Keep DCPS education leads informed of changes to participating staff and/or program structure that could impact the successful completion of the High Impact and Immersive Experiences.

#### C. Professional Development

- a. Work with DCPS educators to co-design and/or deliver professional development experiences at collaboration-related workshops, professional learning

communities, or other training during district wide and/or Inner Core professional development days;

- b. Work with DCPS administration to support their efforts to incentivize DCPS teachers to participate in all components of the Professional Development activities;
- c. Keep DCPS administration informed of changes to participating staff and/or program structure that could impact the successful completion of any of the Professional Development activities.

### 2.3 Joint DCPS and Smithsonian

2.3.1 The parties jointly agree to collaborate and assume the following responsibilities in support of the collaboration:

2.3.2 Complete the mutually agreed upon roles and duties assigned to each entity;

2.3.3 Publicize and promote the Cornerstones, High Impact and Immersive Experiences, and other mutually agreed upon DCPS-Smithsonian education initiatives through media and other means, provided such publicity and/or or promotion does not state or imply endorsement of one entity by the other, while assuring that the relationship between DCPS and the Smithsonian is accurately conveyed;

2.3.4 Conduct regular check-ins between DCPS and Smithsonian staff to discuss collaboration issues, provide updates, and determine action steps.

2.3.5 Seek opportunities to design specific evaluation methodologies around each initiative;

2.3.6 Plan the content and logistics for teacher professional development opportunities in support of the initiatives;

2.3.7 Design the on-site learning experiences for students in alignment to the Cornerstones and/or High Impact and Immersive Experiences;

2.3.8 Work together to obtain all necessary permission and waiver forms before commencing any on-site learning experiences at the Smithsonian;

2.3.9 Participate in fundraising efforts, subject to the parties' respective legal, policy and ethics obligations and guidelines related to fundraising, to secure support to sustain and potentially expand engagement.

## **3. Implementation of Specific Projects**

As needed, the parties will enter into a separate written agreement for each specific initiative or project arising under this MOA that requires the commitment of funds and other resources from both parties or otherwise necessitates binding written documents reflecting the parties' mutual understanding in detail for planning, development and implementation of the project ("Project Agreement").

## **4. Background Checks**

All Smithsonian personnel, volunteers, interns and contractors providing services under this MOA are subject to standard FBI criminal background checks required by the Smithsonian and, for those individuals working with minors, will be required to comply with Smithsonian Directive 124, Protection of Minors. The Smithsonian shall ensure its personnel providing services under this MOA submit to all standard background checks required by the Smithsonian, 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. If any Smithsonian personnel operates motor vehicles pursuant to this MOA, the Smithsonian shall ensure that such personnel submits to a traffic record check prior to performing any such services. The Smithsonian 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. However, the parties agree that student activities covered by this MOA will be designed in a manner that ensures DCPS students will at all times be accompanied by DCPS personnel so Smithsonian personnel will not have direct, unsupervised access to DCPS students participating in the program.

## **5. Funding**

This MOA creates no financial obligation from one party to the other. All activities undertaken pursuant to this MOA shall be subject to available funding. The obligations of the parties 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 federal Anti-Deficiency Act and, with respect to DCPS, applicable District of Columbia law, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to applicable Anti-Deficiency Acts, nothing in this MOA shall create an obligation on either party to expend federal funds in anticipation of an appropriation by Congress for such purpose, and any legal liability for appropriated fund 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.

## **6. DCPS Field Trip Requirements**

The Smithsonian and DCPS agree to work together to obtain all necessary permission and waiver forms before commencing any field trips under this MOA.

## **7. Use Agreements**

It is anticipated that all Smithsonian uses of DCPS facilities will occur jointly with DCPS in furtherance of this MOA and the Smithsonian does not anticipate any unilateral use of DCPS facilities in a manner that will require a Use Agreement. Nevertheless, the Smithsonian's authorization to access and use any DCPS facility space may be conditioned upon the Smithsonian 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.

## **8. Representatives and Notices**

- 8.1 Institutional Representative. Each party hereby designates an Institutional Representative who will have authority to execute this MOA, to commit the party he/she represents to this MOA and to any amendments and will interpret the terms and conditions, as necessary. The Institutional Representatives for the respective parties are as follows:

Smithsonian:

Patricia L. Bartlett, Associate Provost for Education and Access and Senior Advisor to the Secretary, 1000 Jefferson Drive, SW, Room 104, Washington, DC 20013-7012, Telephone: 202-633-1869, Email: [bartletp@si.edu](mailto:bartletp@si.edu).

DCPS: Acting Chancellor Dr. Lewis Ferebee (or his designee), 1200 1<sup>st</sup> St. NE, Washington, DC 20002.

- 8.2 Liaison. Each party hereby designates a Liaison who will be responsible for the oversight of the activities described herein and will be the point of contact for the day-to-day activities regarding the implementation of this MOA. The Liaison will serve as the primary point of contact for this MOA and to whom all notices or other communications permitted or required under this MOA should be sent, but the Liaison will not have authority to execute this MOA or amendments thereto. Each Project Agreement will also include a Liaison. The initial Liaisons for the respective Parties are as follows:

Smithsonian:

Elizabeth K. Eder, PhD, Program Director for PreK-12 Strategic Education Initiatives, 1000 Jefferson Drive, SW, Room 104, Washington, DC 20013-7012, Telephone: 202-633-0463, Email: [ederek@si.edu](mailto:ederek@si.edu).

DCPS:

Dr. Karen Cole, Deputy Chief, Curricular Innovation, 1200 1<sup>st</sup> Street NE, Washington, DC 20002. 202-299-2171. Email [karen.cole@dc.gov](mailto:karen.cole@dc.gov) .

- 8.3 Each party reserves the right to substitute, with prior notice to and subject to approval of the other party, the Institutional Representative or the Liaison.

## **9. Notices**

Any notice or communication to either Party must be in writing signed by the Party giving it, delivered by U.S. mail, facsimile, hand or e-mail, and addressed to the Party's Institutional Representative. Notice shall be effective only when received by the addressee.

## **10. Public Disclosure**

Both parties may disclose to the public the existence of this MOA and information with respect to activities and projects contemplated herein in accordance with their respective policies on the disclosure of information except as set forth in Section 9. Nothing in this MOA shall be deemed confidential.

## **11. 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 applicable laws, regulations and policies.

## **12. Use of Names and Marks and Publicity**

Each party may use the other party's name and/or mark in announcing and otherwise promoting this collaboration or a specific Project Agreement, provided all language and phrases concerning or referring to the other party shall be approved in writing in advance by the other party. Except as permitted under this paragraph, no party shall refer to another party or use the other party's name, logo or trademarks in any manner or through any medium whether written, oral or visual for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, endorsement, solicitation or fund raising, without the other party's prior written approval.

## **13. Dissemination of Research/Intellectual Property**

- 13.1 As a general principle, the parties will encourage their staff to publish and otherwise disseminate all knowledge and information derived from research conducted under this MOA. For collaborative research projects initiated together, the parties will freely share data, publications, and technical advice.
- 13.2 Each party shall retain all rights, including copyright, in the intellectual property produced or contributed solely by its employees, agents, and contractors pursuant to this MOA. The parties will cooperate in identifying intellectual property that is solely the work of one party and that which is a product of a collaborative effort.
- 13.3 If the collaboration results in copyrightable subject matter, the parties agree to jointly own the copyright, with the understanding that both parties may freely use, copy or

distribute, publish, and authorize others to use such materials, in all media now known or hereafter invented, for educational, non-commercial purposes, subject to providing credit to the other party. The parties shall not be required to share any revenues that may result from the use of these jointly owned materials.

- 13.4 If either party desires to use, or authorize others to use, the jointly produced materials for any commercial purpose, including but not limited to publication and distribution of such materials by a commercial publisher, the parties will be required to enter into a separate written agreement on mutually acceptable terms.

#### **14. Nondiscrimination**

In the administration of this MOA or any Project Agreements, the parties shall not discriminate on any basis prohibited by applicable law, including but not limited to discrimination on the basis of race, sex, age, disability, ethnicity, religion, or national origin.

#### **15. Term**

This MOA shall be effective on the date of the last signature and, unless terminated in writing by either party prior to its expiration, terminate two years from the Effective Date (the “Term”). The Term may be renewed for up to five (5) additional one (1) year periods by mutual written agreement of the parties.

#### **16. Termination**

Either party may terminate this MOA for any reason prior to its expiration by providing forty-five (45) days written notice of its intent to terminate. This MOA also may be terminated at any time by mutual written agreement of the parties. Termination of specific Project Agreements will be governed by the terms of the specific Project Agreement.

#### **17. Relationship of the Parties**

Under no circumstances will this MOA be construed as creating or establishing any formal, legal, association, partnership, joint venture, principal/agent or master/servant relationship between the Parties.

#### **18. Assumption of Risk, Indemnification, Liability and Waiver**

Smithsonian hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes 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 Smithsonian, except to the extent that the Smithsonian or its personnel (i.e., employees, interns, volunteers, interns or contractors) suffers injury to person or damage to property while on DCPS property due to the gross negligence or willful misconduct of DCPS, its



employees, agents, or contractors. To the extent permitted by federal law, including the federal Anti-Deficiency Act, and subject to the availability of non-appropriated Smithsonian trust funds, the Smithsonian hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorney's fees) of every nature resulting from, or in connection with, the Smithsonian's (including its' employees, agents or volunteers) intentionally wrongful, negligent or grossly negligent 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, in the absence of negligence, gross negligence or willful misconduct by such person or entity, be liable to the Smithsonian for any accident, injury, loss, or damage while the Smithsonian 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 Smithsonian covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA.

#### **19. 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. The Smithsonian'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 the federal Anti-Deficiency Act.

Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS or the Smithsonian to expend federal funds in anticipation of an appropriation by Congress for such purpose, and DCPS's and the Smithsonian's legal liability for any obligations under this MOA to expend federal funds shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

#### **20. Notice of Donation Process**

In accordance with D.C. Official Code § 1-329.01 and the District of Columbia Mayor's Memorandum #2015-001 (July 21, 2015), the District of Columbia government may consider any of the goods or services provided by Smithsonian under this Agreement valuable to its authorized duties and responsibilities as a District of Columbia government agency. If such determination is made, such goods or services would be required to be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services. DCPS will advise Smithsonian regarding which goods or services, if any, must meet this requirement.

## **21. Assignment**

This MOA may not be assigned by either party, except with the express written permission of the authorized representative of the other party.

## **22. Dispute Resolution**

Any dispute arising under this MOA that cannot be resolved by the Liaisons will be resolved by good faith consultation or negotiation by the Institutional Representatives or their designees, or by any other way mutually agreed upon by the parties.

## **23. Applicable Law**

This MOA and all matters pertaining to this MOA shall be governed by applicable federal law and the laws of the District of Columbia, including applicable statutes, regulations, directives and procedures of the respective parties.

## **24. Modification and Waivers**

No variation, amendment, change, modification or waiver of any term, provision or condition of this MOA will be valid unless in writing and signed by the Institutional Representatives of both parties.

## **25. Force Majeure**

The parties acknowledge that this MOA or any project arising under it may be suspended or terminated due to an event of force majeure including, but not limited to, fire, earthquake, epidemic, explosion, casualty, strike, act of war, riot, civil disturbance, terrorism, act of God, state, local or national law, decrees or ordinance, or any executive or judicial order, or any other reason beyond the parties' control. Each party will notify the other party as soon as it is aware of any event of force majeure which would delay or prevent the performance. In the event of a force majeure, the parties will consult with each other to determine a revised timeline for performance or whether to terminate the MOA.

## **26. Entire Agreement**

The terms and conditions herein and any applicable exhibits constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.

**27. 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.

**28. Counterparts; Signature**

This MOA may be executed in duplicate and each original shall be equally effective. Signatures on this MOA sent by facsimile or pdf are valid and binding as original signatures.

**WE, THE UNDERSIGNED HAVE READ AND AGREE WITH THIS MOA.**

<b>DISTRICT OF COLUMBIA PUBLIC SCHOOLS</b>	<b>THE SMITHSONIAN INSTITUTION</b>
By: _____	By: _____
Lewis Ferebee Acting Chancellor	[Name] [Title]
Date: _____	Date: _____

The terms and conditions herein and any applicable exhibits constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein.


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<b>DISTRICT OF COLUMBIA PUBLIC SCHOOLS</b>	<b>THE SMITHSONIAN INSTITUTION</b>
By: _____	By: 
Lewis Ferebee Acting Chancellor	Patricia L. Bartlett Associate Provost for Education and Access
Date: _____	Date: <u>2.21.2019</u>

Digital Promise - DC Public Schools  
Memorandum of Understanding

**Memorandum of Agreement**

Between

Digital Promise

And

District of Columbia Public Schools

This Memorandum of Agreement (MOA) sets forth the terms and understanding between Digital Promise and District of Columbia Public Schools ("DCPS") to create innovative learning environments at Columbia Heights Education Campus, Hart Middle School, and Truesdell Education Campus (the "Project") and document the Project so others can learn from the experiences of the DCPS Schools participating in this Verizon Innovative Learning Schools Project ("VILS Schools")

**Section I: Background**

The Project is part of a grant given to Digital Promise by the Verizon Corporate Resources Group LLC ("VCRG") and Cellco Partnership d/b/a Verizon Wireless ("VZW"), both having their principal office at One Verizon Way, Basking Ridge, New Jersey 07920. VCRG is the contracting company for Verizon Communications Inc. ("Verizon") and the Verizon Global Corporate Citizenship organization ("VGCCO"), an internal organization that administers philanthropic giving by Verizon and its Affiliates.

Digital Promise, with support from VGCCO and VZW, is partnering with a number of U.S. school districts to create innovative learning environments and document the process so others can learn from the experiences of these schools.

**Section II: Purpose**

This MOA provides an outline of how Digital Promise and DCPS will work together to create innovative learning environments and document the Project.

A. Digital Promise will provide:

- A tablet device for each student and each teacher during the 2017-2018 school year. Each tablet will be equipped with a 5 GB LTE data plan for access to education resources on the Internet when the user is away from school.

## Digital Promise - DC Public Schools Memorandum of Understanding

- \$25,000 per school per year to help each participating school purchase insurance for device repair/replacement throughout the length of this MOA.
- A dedicated website with resources to support professional learning and design of classroom activities.
- Ongoing project planning and implementation support.
- Professional learning for all teachers involved in the Project provided both in person and virtually
- Professional learning for project Coaches and support in identifying, implementing, and tracking the professional learning of educators at each school.
- Twice annual progress reports provided to district leaders.
- Best practices and project management solutions for IT.

B. DCPS will provide:

Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon, including:

- **A full-time Coach assigned to each VILS School and assigned specifically to the outcomes of this project.** The instructional coach is a full-time position focused on providing teachers with the pedagogical support to effectively leverage technology in the classroom. This position requires a student-centered learning philosophy, creative problem-solving abilities, interpersonal and communication skills, and eagerness to take a leadership role. Key responsibilities:
  - Facilitate teacher and student leadership teams
  - Participate in in-person and virtual learning to build capacity to be an effective coach, including monthly initiative-specific online Coach meetings
  - Promote a strong learning culture among all project participants
  - Lead and support all members of the middle grades faculty in the integration of effective uses of digital technology through a consistent pattern of strategic outreach and informal support through direct coaching, modeling and co-teaching
  - Collaboratively develop engaging lessons with faculty and provide support through classroom observations, modeling and co-teaching
  - Nurture and grow student opportunities for leadership in technology and STEM
  - Document innovative learning strategies for ongoing assessment and publication purposes

*NOTE: The person in this role should be focused on supporting teaching and learning, not on supporting IT or technical issues. Only this role – the Coach – is funded by Digital Promise, at \$25,000 per school per year. Other POCs are not funded by Digital Promise nor the Verizon Innovative Learning initiative.*

- **A School Technology Single Point of Contact (SPOC)** is a school-level employee who will be the primary point of contact for technology and device management at the school level with Digital Promise and Verizon. This person should work closely with the district IT Lead to manage device incidents through resolution and implement timely and effective systems for technology use in schools. Key responsibilities:
  - Document, track, and escalate device issues.
  - Oversee allocation of spare/buffer devices.
  - Work with the district IT Lead to create support structures to ensure timely and effective support for device or technology incidents.
  - Communicate support structures and all IT processes clearly to staff.

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- Capture and analyze incident trends and sharing these findings with school/district leadership, Digital Promise, and Verizon.
- Work with district/school leadership to insure devices against accidental damage (can be 3rd party or self-insurance).
- Participate monthly initiative-specific IT call and virtual annual conferences
- Track and analyze device incidents and report them monthly to Digital Promise and Verizon.
- Serve as the primary point of contact for organizing the rollout (distribution) of devices to teachers and students at each school.
- **The IT Lead** is a district-level employee who will be the primary point of contact for technology and device management with Digital Promise and Verizon. This person work closely with the Technology Single Point of Contact (SPOC) at each school to resolve incidents and create support structures at the school level. Key responsibilities:
  - Ensure the existence and maintenance of a robust wireless infrastructure in all school buildings, with a bandwidth of at least 1Mbps per student.
  - Continue to track inventory of all devices, including implementing a system for asset tags.
  - Utilize a Mobile Device Management (MDM) solution and manage all devices through the MDM.
  - Maintain filtering solution that will ensure all web content is filtered on all wifi networks in school.
  - Continue to support structures for schools to ensure timely and effective support for device or technology incidents.
  - Work with district/school leadership to communicate support structures and all IT processes clearly to all staff.
  - Work with district/school leadership to insure devices against accidental damage (can be 3rd party or self-insurance).
  - Participate monthly initiative-specific IT call and virtual annual conferences
- **The District Lead** is a district-level employee who will be the primary point of contact (POC) for district communication with Digital Promise and Verizon. This person should have a high-level understanding of the operations, policies, and key people in the district, and should be able to navigate and communicate through these channels with ease. Key responsibilities:
  - Work closely with district and school leadership to develop policies and strategies for communication with parents, digital citizenship, and professional learning.
  - Serve as Point of Contact for escalation related to Research or IT should other POCs

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be available.

- Districts will be responsible for appointing a **district level point of contact (POC) for data collection and a liaison at each school** who will assist with specific evaluation activities (i.e., administering teacher and student surveys, scheduling telephone interviews and site visits.). Any evaluation activities conducted under this Project require an additional agreement between DCPS and the third party evaluator selected for this Project ("Westat"). Subject to such additional agreement, the POC will be responsible for supporting all data collection activities and for keeping Westat informed of any critical changes at the treatment and comparison schools — changes in principals, coaches (if relevant), introduction of new academic programs, etc. The POC should be an individual who is well-versed in how research is conducted within their district and within the participating schools. This includes understanding what review processes need to be undertaken, e.g. IRB reviews, and what forms of consent need to be administered to research participants. The POC should have the bandwidth to complete all activities and address all concerns in a timely manner. Further, this individual should have the authority to ensure that all activities are coordinated and completed in a timely manner. If this individual does not have this authority, then a process should be put in place where district administration are able to escalate concerns within the schools and districts, as needed. Key responsibilities:
  - Work with Westat to coordinate data requests and facilitate activities at the school level, upon appropriate advance notice and mutually agreed upon scheduling.
  - Provide Westat with teacher lists that include name, subject(s) taught, and grade level(s) taught in a timely manner. Lists will be required the beginning of April 2017 and March 2018.
  - Provide Westat with student lists that include the student grade levels in a timely manner.
  - Follow up with the school-based liaisons in cases where students and teachers do not respond promptly to the surveys to attempt to secure response rates of at least 80% at each school.
  - Work with Westat to obtain district IRB clearance for data collection (if this is required), identify type of parental consent that is needed for the data collection, and obtain parental consent.
  - Work with the school-based liaisons to schedule all telephone interviews and site visit activities.
  - Work with district-level data specialists to provide Westat with the administrative data described below in a timely manner.
- Agreement that students will take devices home daily, for educational use, including use over the summer for targeted populations.



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- A robust wireless infrastructure (100 mb per 500 students) and 100% wireless connectivity throughout each school; however Digital Promise recognizes that DCPS may experience technical difficulties with wireless connectivity from time to time.
- Mobile device management and technical support for the deployment of all Digital Promise tablet devices which will include, to the extent allowable by applicable law, a coded system so that each device can be tracked and identified by DCPS without revealing any personally identifiable student information to Digital Promise or any of the Verizon entities.
- A solution for replacing and/or repairing damaged devices. This solution is typically an insurance plan covered by either the district or parents.
- Implementation of an overall strategy that includes appropriate school and district policies and practices associated with Mobile Device Management, Internet filtering, student privacy and data security and the development of digital responsibility among all Digital Promise tablet users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User Agreement signed by all district employees and a parent/guardian of all students who receive a device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The district will collect and store the signed forms and key them to a coded system to protect the personal identity of the student users.
- An IT Support Plan that outlines handling IT issues both at school and district levels.
- Support for the expectation that teachers and students will engage in using tablets for learning on a frequent and consistent basis.
- The execution of a customized professional development plan for coaches and teachers, co-developed with Digital Promise, that will leverage technology to achieve the District and School learning goals, while incorporating the program goals below:
  - Increased student interested in STEM subjects and careers
  - Increased teacher and student proficiency with technology
  - Increased student engagement
  - Increased academic achievement
- Educators at each school will participate in professional development provided by either Digital Promise and its partners, or school-based coaches.
  - 3 - 6 Onsite Workshops (3-6 hours each)
  - 6 - 12 Online Modules
  - 2-3 Webinar / Virtual Instruction experiences
  - Weekly In-class, one on one, and small group coaching
  - Online communities
  - Self-directed professional learning
- Principals will be given an opportunity to participate in professional development provided by either the Digital Promise and its partners.

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- Participation in three STEM-related events each year during which Verizon employees may participate with schools.
  - STEM Engagement Events (September-October)
  - Computer Science Week (December)
- Full participation in the research program, subject to an additional data sharing arrangement between DCPS and Westat.

### **Section III: Compliance with Applicable Laws**

Both parties will comply with all applicable laws, including Federal, state, district, and local laws, regulations, and policies governing student privacy. 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.

### **Section IV: Terms**

VGCCO and VZW have reserved the right to terminate the grant to Digital Promise for any reason, end all services connected to the grant, and require the return of all devices distributed through the grant. Therefore, Digital Promise reserves the right to terminate this agreement for any reason, end all services connected to the agreement, and require that all devices distributed through the agreement be returned to Digital Promise. Moreover, DCPS reserves the right to terminate this agreement for any reason including, but not limited to, termination in the best interests of the District of Columbia.

DCPS will manage the distribution of devices in such a way that Digital Promise may inform the district of any misuse of the devices as described in Exhibits B and C identified by Verizon without Digital Promise having access to personally identifiable information. In the event of any misuse of devices, DCPS will take such actions as Digital Promise may require to cure any such misuse.

DCPS will assist Digital Promise and Verizon in securing media releases; however responsibility for securing such releases rests with Digital Promise and Verizon. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Digital Promise grant project. DCPS will help ensure that students who have opted out are not used in photographic and audio storytelling.

Exhibit D – Device and Service Program Guidelines provides a description of guidelines for the program.

At the end of the two-year project Verizon will discontinue wireless service to the devices. Digital Promise intends to donate the devices to DCPS and the district will choose whether to provide

## Digital Promise - DC Public Schools Memorandum of Understanding

wireless service. Donation of any item or service of value to DCPS must be donated through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

### **Section V: Funding**

Digital Promise will provide \$25,000.00 funding to support the purchase of insurance for device repair/replacement for each participating school on May 1, 2017 (or within thirty days of fully executed MOA if it is after April 15, 2017). Funding will be made to DCPS for appropriate distribution. Digital Promise may, at its discretion, provide funding to districts to support travel for coaches and teachers to convene at VILS events. Digital Promise will provide travel and expenses for any required convenings for coaches or other district staff or school faculty. Substitutes will not be covered unless agreed to by Digital Promise in advance.

At the conclusion of the program, Digital Promise intends to donate all devices to the district. Data plans associated with all devices will be discontinued on July 30, 2018.

### **Section VI: Donation Process**

DCPS considers the services, items and funds provide by Digital Promise 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 (August 21, 2015), the services provided under this MOA must be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

### **Section VII: Publicity of Donor Recognition Activities**

Prior to developing or publicizing any event acknowledging the financial support of Digital Promise and/or Verizon, Digital Promise agrees to obtain express, written authorization from an authorized representative of DCPS that specifically details the manner in which the event will take place, and the extent to which DCPS' name will be used. Digital Promise shall not use the logo of DCPS, the District of Columbia government or any District agency ("Government Entities") in any statement, promotional materials (including on Digital Promise's website) or other published materials. Moreover, absent the authorization referenced above, Digital Promise shall not use the name of any Government Entities in any statement, promotional materials (including on Digital Promise's website) or in any published materials in a manner which states or implies support for or an endorsement of Digital Promise and/or Verizon by DCPS. Further, Digital Promise shall at all times obtain express written authorization from an authorized DCPS representative before it makes any public statement, disseminates any promotional materials or issues any public materials bearing on the services it provides under this MOA. Digital Promise agrees to send DCPS a list of public engagement events at which Digital Promise intends to present information about DCPS involvement in the program, and DCPS agrees to evaluate these events and determine in advance of the events whether it can provide authorization for such mention of DCPS. Notwithstanding the rest of this section, Digital Promise may state that the DCPS schools mentioned in the first paragraph of this MOA are VILS Schools on Digital Promise's website and on materials directed towards potential donors to the Project; however such statements must be limited to DCPS' participation in the Project and must not contain any information or opinion on the impact of the Project on DCPS or its VILS Schools. Digital Promise agrees to contact the DCPS representative referenced in Section X when it wishes to make any other public statements regarding DCPS' participation in the Project, and DCPS agrees to evaluate such

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statements and determine in advance of the intended statement whether it can provide authorization.

**Section VIII: Duration**

This MOA is at-will and may be modified by mutual consent of authorized officials from Digital Promise and DCPS; however, any modifications to this MOA must be memorialized in writing prior to taking effect. This MOA shall become effective upon signature by the authorized officials from Digital Promise and DCPS and will remain in effect until modified by mutual consent or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials from Digital Promise and DCPS this MOA shall end on July 30, 2018.

The Program extension length is one year.

Non-compliance with this MOA may result in termination of data services, funding, and/or professional learning support.

**Exhibits**

This document includes the following exhibits:

Exhibit A – Verizon Wireless Philanthropic Tablet Plan

Exhibit B – End User Agreement

Exhibit C – End User Agreement for a Minor (this form is in development)

Exhibit D – Device and Service Program Guidelines

**Contact Information**

Digital Promise  
Kathryn Petrillo-Smith

Digital Promise - DC Public Schools  
Memorandum of Understanding

Chief Operating Officer  
1001 Connecticut Avenue, NW, Suite 830  
Washington, DC 20036  
703-861-1556  
operations@digitalpromise.org

District of Columbia Public Schools  
Dewayne McClary  
Director, Digital Learning & Innovation  
1200 First St., NE  
Washington, DC 20002  
202-442-5009  
[Dewayne.mcclary@dc.gov](mailto:Dewayne.mcclary@dc.gov)  
Federal EIN#: 41-1717543



Date: 6/21/18

Kathryn Petrillo-Smith  
Digital Promise  
Chief Operating Officer



Date: 8/20/18

Amanda  
Alexander DC  
Public Schools  
Interim Chancellor

**First Addition to the Student Program Master Affiliation Agreement**  
**Between**  
**The George Washington University**  
**And**  
**The District of Columbia Public Schools**

This First Addition (“Addition”) to the Student Program Master Affiliation Agreement between The George Washington University (“GW”) and the District of Columbia Public Schools (“DCPS”) (each a “Party” and collectively the “Parties”), having an effective date of October 12, 2018 (the “Agreement”), shall be effective as of the date of final signature and is made by and between the Parties in accordance with Section 1 of the Agreement. All terms defined in the Agreement and not otherwise defined herein shall have the meaning set forth in the Agreement.

1. The Parties agree, pursuant to Section I of the Agreement, to add an “Exhibit I” to the Agreement. The language of the Exhibit reads as follows:

**EXHIBIT I – Museum Education**

**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 Museum Education Program.

- A. **Student Placements.** As a part of the Program course entitled “EDUC 6704: Facilitating Museum Learning II: Field Placement and Seminar,” Students will complete a supervised internship at a Participating School. Prior to a Participating School accepting a student into the internship component of the Program, GW will notify the Participating School of which course the Student is enrolled in, so that the Participating School may be able to structure an appropriate field experience. The internship placements should provide Students with the opportunity to serve as museum resource specialists for the assigned class teacher and students so that Students can develop a three-part museum collaborative experience co-created with teachers, students, staff, and appropriate others, specifically tailored to students in an assigned class. This project will involve a pre-visit lesson, a museum visit lesson, and a post-visit lesson. In order to serve effectively as museum resource specialists, Students should also participate in ongoing programs at the Participating School, observe Participating School programs, practice Participating School’s administrative procedures and learn about the Participating School as a whole. Students are expected to work closely with their supervising teachers to help determine the best use of museum learning for their classes. Internship placements at Participating Schools run concurrent with a three- (3-) credit GW seminar (the “Seminar”), which is held on Fridays. The Seminar requires Students to complete assignments both at and away from the Participating School in order to prepare for Seminar sessions where Students are expected to share their experiences, ideas, and reflections on professional practice. Students also must be permitted to participate in activities related to their



concurrent on-campus seminar, including two (2) peer exchange days (where Students visit and host each other to learn about classmates' placement sites).

- B. Internship Requirements. A Student's internship placement should provide both varied and significant opportunities to experience and participate in activities related to museum education. The Participating School shall provide Students with notice of its guidelines, expectations and policies that relate to the activities of the Students within this program. The Participating School shall also provide Students with the same transportation it provides to Participating School students when conducting field trip activities related to this program. Students are required to intern at a Participating School during an entire fall GW semester for a minimum of sixteen (16) hours per week for thirteen (13) weeks, unless the Parties mutually agree in writing upon an alternate schedule. The Program recommends that Students intern for two to four (2-4) days per week from Monday through Thursday, depending on site schedule and appropriate opportunities. The Participating School may request adherence to its operating schedule in association with Student placement by scheduling, for example, Students to assist with evening events and weekend programs.
- C. Supervisory Requirements. GW will match each Student intern with a Site Supervisor and a GW Supervisor.
- 1) Site Supervisors are expected to provide Students with genuine work responsibilities. Students should be given as much opportunity as possible to obtain substantial real-world experience.
  - 2) GW Supervisors will provide active Student supervision through seminar projects, a weekly chronicle and analysis, and consultations with individual Site Supervisors and Students.
  - 3) Site Supervisors shall provide GW with a written mid-term progress report (mid-semester) and a brief written evaluation (end-of-semester) of Student's activities.

### **Liaison and Staffing**

Site Supervisors: Participating Schools will designate a supervisor for each Student intern. These Site Supervisors are expected to provide supervision to Students throughout their internship placement and serve as the main point of contact between the Participating School and GW. Students will be supervised by their Site Supervisor at all times while performing duties related to this program; in addition, weekly one-on-one meetings between the Student and the Site Supervisor are strongly recommended.

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.

Student Expectations: Students are responsible for submitting an internship schedule for approval to the Site Supervisor and the GW Supervisor. Students can request “release time” away from Participating School responsibilities to complete elective coursework that fulfills Program requirements. “Release time” must be pre-approved by the Site Supervisor and any missed time should be reconciled between the Student and Participating School for a later date. Students are also entitled, upon reasonable notice to the Participating School, to time away from Participating School responsibilities during GW’s fall recess.

### **GSEHD Program Contact**

Lotte Lent  
Assistant Program Director of Museum Education  
Graduate School of Education and Human Development  
The George Washington University  
2134 G Street, NW  
Washington, DC 20052  
llent@gwu.edu

2. Except as expressly amended herein, the Agreement shall remain in full force and effect according to its original terms.

IN WITNESS WHEREOF, the parties have executed this Amendment and Renewal effective as of the date of final signature below.

THE GEORGE WASHINGTON UNIVERSITY

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

By: **MJFeuer**  
Digitally signed by MJFeuer  
DN: cn=MJFeuer, o=GW,  
ou=GSEHD,  
email=holland@gwu.edu, c=US  
Name: Michael J. Feuer  
Title: Dean, Graduate School of Education  
and Human Development  
Date: 2019.08.08 13:38:45 -04'00'

By: *Aijana Morris*  
Name: *Aijana Morris*  
Title: *Chief of Staff on behalf of  
Lewis D. Ferabee, Chancellor*  
Date: *10-23-19*





DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

6. Chancellor's Action:  Approved     Disapproved     Modify     Discuss

REMARKS:

Ayan Nofy  
Chancellor's Signature    Aiyana Marinos, Chief of Staff  
10-23-19  
Date

## Student Program Master Affiliation Agreement

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

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

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

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

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

### I. Programs

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

### II. Responsibilities of DCPS and Participating Schools

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

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

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

### III. Responsibilities of GW

- a) General. University shall retain full responsibility for the planning, implementation, and execution of Programs, including programming, administration, curriculum, content, grading and requirements for matriculation, promotion and graduation. GW shall place Students at Participating Schools/DCPS Offices, subject to each Participating School's/DCPS Office's final approval regarding which Students will be placed at each Participating School/DCPS Office and how many Students will be placed with each DCPS Staff member.
- b) Liaison / Staffing. GW will designate full-time staff in appropriately matched content areas to support Students ("GW Staff"). The GW Staff will serve as the main points of contact between the Participating Schools and GW and to coordinate Student's observations, teaching, and field experiences in the Programs. In addition to GW Staff, GW will also designate one to two (1-2) enrolled doctoral student(s) in its Curriculum and Instruction program to provide Students participating in the GW Teach Program (see Exhibit A) with observational feedback and to assist with lesson planning. For purposes of Section IV.D only of this Agreement, the term "Students" will include such enrolled doctoral students in its definition.
- c) Background Checks. GW will require all of its participating Students submit to any background check required by DCPS, which may include, but is not limited to, a tuberculosis screening and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et. seq.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). GW shall also require that all participating Students who have not submitted to any DCPS-required background check are restricted from serving in positions affording such individuals unsupervised direct access to DCPS' students participating in all Programs and that such GW Students at all times avoid unsupervised direct contact with DCPS' students.
- d) Mentor Compensation. All honorariums associated with the services described in this Agreement must be donated to the District of Columbia Government through the donation

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

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

#### IV. General Provisions

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



1. **GENERAL REQUIREMENTS.** GW shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. GW shall have its insurance broker or insurance company submit a Certificate of Insurance to DCPS giving evidence of the required coverage prior to commencing performance under this Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, DCPS. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. GW shall require all of its subcontractors to carry the same insurance required herein.

All required policies except Professional Liability shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

If GW maintains broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by GW and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- i. Commercial General Liability Insurance. GW shall provide evidence satisfactory to DCPS with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. GW shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Agreement.
- ii. Automobile Liability Insurance. GW shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Agreement. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- iii. Umbrella or Excess Liability Insurance. GW shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence. All liability coverages must be scheduled under the umbrella.
- iv. Professional Liability Insurance (Errors & Omissions). GW shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional

services under this Agreement. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

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

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

- i. The additional insured is a Named Insured under such other insurance; and
- ii. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

4. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT GW'S LIABILITY UNDER THIS AGREEMENT.

5. NOTIFICATION. GW shall require that all policies provide that DCPS shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. GW shall provide DCPS with ten (10) days prior written notice in the event of non-payment of premium. GW will also provide DCPS with an updated Certificate of Insurance should his insurance coverages renew during the Agreement.

6. CERTIFICATES OF INSURANCE. GW shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

7. DISCLOSURE OF INFORMATION. GW agrees that the District of Columbia Government may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by GW, its agents, employees, servants or subcontractors in the performance of this Agreement.

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



DCPS property at any time during the term of this Agreement, or any renewal or extension hereof, shall be in, upon or about such property at the sole risk and hazard of GW. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to GW for any accident, injury, loss or damage related to this Agreement while GW is in, upon, or about, or entering or leaving DCPS property at any time during the term of this Agreement or any renewal or extension hereof, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. GW's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this Agreement. The foregoing obligation shall not extend to situations where the claim arises from gross negligence or fault of DCPS. Each Party shall be responsible for its own costs, damages, claims, liabilities or judgments, which arise as a result of the negligence or intentional wrongdoing of its employees or other agents.

- g) Status of the Parties. The Parties agree that no Student participating in the Programs shall be considered an employee, agent, contractor, or representative of DCPS for any purpose including, but not limited to, workers compensation, employee benefits, salary, and professional liability, with the exception of any participating Student who is already employed by DCPS at the time of his or her acceptance into the Program ("Employee Students"). For purposes of clarification, this Agreement does not confer any additional employee rights or benefits to Employee Students beyond what they already receive as a result of their employment with DCPS including, but not limited to, workers compensation, employee benefits, salary, leave, or other benefits or forms of compensation. The Parties further agree that no employee or agent of DCPS shall be considered an employee, agent, contractor, or representative of GW for any purpose including, but not limited to, workers compensation, employee benefits, salary, and professional liability, with the exception of any Employee Student, solely for purposes of liability for claims arising from that Employee Student's conduct undertaken pursuant to his or her participation in the Program. The Parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the Parties, but is, rather an agreement by and among independent parties.
- h) Indemnity and Hold Harmless. GW shall defend, indemnify and hold DCPS, its officers, agents, trustees and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this section shall survive the termination of this Agreement.
- i) Nondiscrimination. The Parties agree that neither shall discriminate against anyone participating in the Programs either directly or indirectly on the basis of race, color, religion, sex, national origin, age, disability, veteran's status or sexual orientation, or any other designation set forth in any applicable law, including, but not limited to, the District of Columbia Human Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.
- j) Funding. No specific capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this Agreement. All funding necessary to carry

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

- k) Anti-Deficiency Considerations. DCPS' duty to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS' legal liability for any obligations under this Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- l) Confidentiality and Access to Education Records. The Parties will access, use, restrict, safeguard and dispose of all confidential information, including education records, related to this Agreement in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

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

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

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



statement, disseminates any promotional materials or issues any published materials bearing on the services provided under this Agreement.

- n) Clinical Education Programs. GW recognizes that DCPS does not currently coordinate a clinical education program and that DCPS contracts with service providers to provide clinical services to DCPS students. Accordingly, any clinical opportunities for Students may have to be coordinated with DCPS contractors providing clinical services, and DCPS cannot guarantee such providers will be willing to participate or accommodate the needs of GW in providing clinical opportunities to Students.
- o) Assignment. This Agreement shall not be assigned or transferred by either Party without the written approval of the other Party.
- p) Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent via overnight mail by a reputable overnight courier, such as Federal Express, or sent postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

If to GW: Maxine B. Freund  
Associate Dean for Research and External Relations  
Graduate School of Education and Human Development  
The George Washington University  
2134 G Street, NW  
Washington, DC 20052  
maxbfreund@gwu.edu

If to DCPS: Danielle Brooks  
Manager, Teacher Recruitment and Pipelines  
Office of Human Capital  
District of Columbia Public Schools  
1200 First St, NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Danielle.Brooks@dc.gov

or to such other addresses or persons as may be furnished from time to time in writing by one Party to the other Party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicate on the return receipt whether or not such notice is accepted by the addressee.

- q) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- r) Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the Party to be charged. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.

- s) Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the District of Columbia. The Parties further agree that any action to enforce or construe any provision of this Agreement may be brought only in the District of Columbia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.
- t) Entire Agreement. This Agreement, including all attached Exhibits which are hereby incorporated into the Agreement, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement supersedes any previous agreements entered into between the Parties relating to any of the Programs.

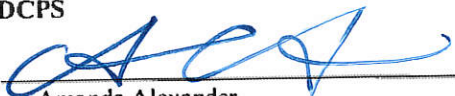
[signatures follow on the next page]

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

**For THE GEORGE WASHINGTON UNIVERSITY**

By: **Michael J. Feuer** Digitally signed by Michael J. Feuer  
DN: cn=Michael J. Feuer, o, ou,  
email=holland@gwu.edu, c=US  
Date: 2018.09.28 09:22:53 -04'00' Date: \_\_\_\_\_  
Michael J. Feuer  
Dean, Graduate School of Education and Human Development

**For DCPS**

By:  Date: 10/12/18  
Amanda Alexander  
Interim Chancellor, District of Columbia Public Schools

## EXHIBIT A – GWTeach

### **Program Expectations**

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

#### *I. Step 1*

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

#### *II. Step 2*

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



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

### *III. Classroom Interactions*

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

### *IV. Project Based Instruction*

- 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.