

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

ATTORNEY GENERAL
KARL A. RACINE



March 3, 2021

The Honorable Charles Allen
Chairman, Committee on the Judiciary & Public Safety
Council of the District of Columbia
1350 Pennsylvania Avenue, NW
Washington, D.C. 20004

Re: OAG Responses for FY 2020 Performance Oversight Hearing – March 4, 2021

Dear Chairman Allen:

I look forward to the Committee on the Judiciary & Public Safety’s performance oversight hearing on the Office of the Attorney General scheduled for March 4, 2021. In preparation for that hearing, please see the below responses to the Committee’s written questions. Please let us know if you would like further information on any of these responses.

General Questions

1. **Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel, and note the date the information was collected on the chart.**

RESPONSE: See Attachment 1. This is current as of February 5, 2021, to accord with the Schedule A provided in Attachment 2.

- a. **Please provide an explanation of the roles and responsibilities of each division and subdivision.**

RESPONSE:

Immediate Office of the Attorney General provides overall supervision and guidance to all divisions within the office, pursues the public interest, and objectively and independently serves District residents through its communications and outreach programs.

- **Human Resources** provides human resource management services that strengthen individual and organizational performance and enable OAG to attract, develop, and retain a well-qualified, diverse workforce. Human Resources also provides oversight of

administrative and managerial employee evaluations; serves as a liaison between OAG employees and D.C. Human Resources to resolve personnel and benefits-related actions; processes all employee personnel actions such as hiring, terminations, promotions and pay increases; provides training and professional development for all OAG employees to more effectively fulfill its mission; hires and maintains excellent and diverse staff through on-campus interviews, interviews at job fairs, and traditional acceptance of applications; and ensures fairness and diversity in the workplace.

- **Information Technology** provides a full spectrum of technology support service to all OAG divisions. Its services include support for all software and hardware used by OAG staff, IT security for all OAG applications, mobile device support, and system engineering to build and maintain a robust infrastructure including cloud-based computing and storage resources.
- **Cure the Streets** is a pilot public safety program aimed at reducing gun violence in the neighborhoods in which it operates using a data-driven, public-health approach to gun violence by treating it as a disease that can be interrupted, treated, and stopped from spreading. Cure the Streets is based on the CURE Violence Global model, which employs local, credible individuals who have deep ties to the neighborhood in which they work. OAG staff manage grants to organizations that administer the program and monitor data regarding its efficacy.

Commercial Division provides legal services and advice for numerous core governmental functions, including the procurement of essential goods and services and acquisition of real estate, the support of economic development efforts and government property management, and the financing of government operations through bonds and collection of taxes.

- **Land Use Section** provides legal assistance to District agencies with respect to land use planning, zoning, and historic preservation.
- **Government Contracts Section** provides legal services, including legal review and advice to District agencies and their contracting officials, so that they can enter legally sufficient contracts, and defends protests and claims regarding solicitations and contracts.
- **Tax and Finance Section** provides tax litigation legal services in defending the District in challenges to its tax collection efforts and in affirmatively seeking to collect taxes, and provides legal services to assist District agencies in preparation and issuance of municipal financing so that the District can achieve more favorable terms and conditions for its financings and ensure that they are legally sufficient.
- **Land Acquisition and Bankruptcy Section** provides land acquisition and bankruptcy legal services to District agencies for acquisition of property for vital District infrastructure projects and to recover funds owed to District agencies by individuals and entities in bankruptcy proceedings.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.

Legal Counsel Division (LCD) provides legal research and advice to the Executive Office of the Mayor (EOM), the Attorney General, agency officials and employees, and the Council of the District of Columbia; reviews and drafts legislation and regulations for EOM, the agencies, and the Attorney General; and handles Freedom of Information Act (FOIA) requests.

- **Legal Advice** team provides legal guidance, counseling, and legal sufficiency certification services to the District government and its employees; legislative and regulatory review, drafting, and monitoring; and training in the areas of administrative law and procedure, ethics, appropriations law, legislative and regulatory drafting, and other areas of importance to District government. Its work is designed to assist District government entities and employees accomplish the District government's mission while minimizing risk of adverse legal consequences.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.

Child Support Services Division (CSSD) authorized under Title IV-D of the Social Security Act, serves families by locating absent parents, establishing paternity, establishing monetary orders, establishing medical support orders, collecting ongoing support, and enforcing delinquent support orders. This division is subject to federally mandated performance requirements.

- **Office of the Division Deputy** provides the central child-support program oversight and reporting functions that are typically housed in statewide IV-D offices; leads overall program planning, communication, enhancement, and similar efforts; provides or collaborates with other Office of the Attorney General entities on division-wide administrative, technology, human resources, and other support services; and directs managers in all program functions, including the establishment and enforcement of child support obligations, accounting, staff development, quality assurance, policy and procedure development, and legislative drafting and review.
- **Shared Services Section** attends to the Division's interaction with the public at the start of customer contact and, at a general level, throughout the life of a case; manages both local and intergovernmental application intake and the associated research, document gathering, and customer engagement related to case opening determinations; assists unwed parents with the voluntary acknowledgement of paternity; performs records management and mail services; offers general customer service and outreach; and supports noncustodial parents with employment readiness and securing other critical services to encourage responsible involvement in their children's lives.
- **Legal and Integrated Services Section** maintains responsibility for the litigation aspects of child support casework, which includes drafting and filing pleadings to establish paternity or to establish or enforce child support in D.C. Superior Court or through intergovernmental processes in other jurisdictions; undertaking activities to locate parents or their assets; engaging in service of process efforts to provide proper notice to noncustodial parents concerning matters before the D.C. Superior Court; and representing the District of Columbia and other jurisdictions in D.C. Superior Court and other tribunals through all stages of child support establishment and enforcement proceedings.
- **Fiscal Services Section** provides expertise to ensure that the terms of child support orders are enforced; that collections are properly received, attributed, and disbursed to the right case(s); and that coordination with noncustodial parents' employers and other asset holders is managed effectively so that sources of monetary and medical support are identified and utilized to help to meet the needs of each child for whom support has been ordered.

Civil Litigation Division (CLD) provides representation for the District of Columbia, its agencies, and employees in civil lawsuits, both jury and non-jury, filed in federal and local courts. Its cases range from simple slip-and-fall and auto accident claims to extremely serious lawsuits, such as medical malpractice resulting in quadriplegia and brain damage. This Division handles personal injury lawsuits, defends the District in employment and individual civil rights matters brought under federal and local law, and handles actions brought under the District of Columbia Freedom of Information Act.

- **General Litigation Sections:** Civil litigation activities are carried out by four sections. These sections provide litigation, representation, and advice services to the District government, its agencies, and employees so that liability can be minimized, and risk mitigated in the numerous civil actions filed against the District and its employees every year.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.

Public Interest Division (PID) provides affirmative, public interest civil litigation on behalf of District residents and agencies; and defends the District, its agencies, and employees in complex civil lawsuits, including constitutional claims and claims seeking injunctive relief.

- **Civil Enforcement Section (CES)** represents District government agencies to enforce permits, licenses, certifications, and other requirements; seeks recovery on behalf of the District for fraudulent activity and overpayment of benefits, including non-resident tuition fraud, Medicaid reimbursements, and other false claims; and seeks recovery for damage to District property.
- **Civil Rights Section (CRS)** engages with District residents, advocacy organizations, and community groups to investigate and litigate civil rights claims, including discrimination in housing, education, public accommodations, and employment.
- **Elder Justice Section (EJS)** engages with District residents, community groups, and relevant agencies to investigate and take civil action to protect elders and vulnerable adults from financial exploitation.
- **Equity Section** defends the District government in complex actions seeking temporary, preliminary, and permanent injunctive relief, including constitutional and other claims.
- **Office of the Division Deputy** provides supervision of the Division's work and supports the Attorney General.

Public Advocacy Division (PAD) focuses on affirmative, public interest civil litigation on behalf of residents of the District, including litigating cases essential to preserving safe and affordable housing, consumer protection, and fair competition. The Division also litigates to combat nonprofit, environmental, and employment abuses, as well as fraud against the government and on federal matters.

- **Social Justice Section (SJS)** engages with District residents to address nuisance properties using authority under the Drug, Firearm, or Prostitution-Related Nuisance Abatement Act, litigates to address properties with housing conditions and other issues under the Tenant Receivership Act, and enforces the District's wage and environmental laws.
- **Public Integrity Section** enforces the District's False Claims Act and Nonprofit Corporation Act, federal and District antitrust laws, and other laws that protect the

District government, nonprofit organizations, and the marketplace from fraudulent, abusive, and anticompetitive practices.

- **Office of Consumer Protection (OCP)** investigates and takes enforcement actions under the Consumer Protection Procedures Act and other District and federal consumer laws, performs public outreach and education, provides legislative support on issues that affect consumers, and receives and mediates consumer complaints.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities and directly oversees the OAG's federal initiatives work.

Public Safety Division (PSD) protects vulnerable populations, including victims of domestic violence, assists crime victims and seeks to make them whole by facilitating restorative justice conferences with victims and perpetrators, initiates legal action to rehabilitate, and when necessary, prosecute juveniles charged with law violations, prosecutes adult misdemeanor criminal offenses within OAG's jurisdiction, and initiates involuntary civil commitment for those who are a danger to themselves or others based on their mental capacity.

- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.
- **Criminal Section** provides prosecution services and other legal representation services to the District government to enhance the safety of the residents of the District of Columbia through the appropriate resolution of cases.
- **Juvenile Section** provides prosecution services of juvenile matters and other legal representation services to the District government to enhance the safety of the residents of the District of Columbia through the appropriate resolution of cases. This Section also handles truancy, runaway, and juvenile behavioral diversion program cases in the Juvenile Specialty Courts Unit and administers the ATTEND truancy prevention program in two Ward 8 elementary schools that have the highest truancy rates in the District.
- **Domestic Violence and Special Victims Section** provides services to domestic violence victims in the District of Columbia to reduce their risk of harm and protect their rights, thereby enhancing their quality of life; petitions and seeks enforcement of Extreme Risk Protection Orders where citizens in the District fear that a loved one is at risk of harming themselves or others with a firearm; and prosecutes offenses and helps seek justice for victims who fall into one or more of the following categories: (1) any victim of a sexual assault or attempted sexual assault; (2) a victim of any crime who is under 13 years of age; (3) a victim of any crime who is 65 years of age or older; (4) a victim or respondent believed to be involved in human trafficking; and (5) a victim who is vulnerable or disabled. The unit is also designed to provide victims with the special services they need to cope with trauma.
- **Mental Health Section** provides representation to the Department of Behavioral Health (DBH) by litigating cases in Family Court. Attorneys in the Mental Health Section represent DBH in all phases of the civil commitment process at commission hearings, and guardianship hearings.
- **Restorative Justice Section** offers division prosecutors an alternative to prosecution option for eligible cases by bringing together the victim and the offender in facilitated restorative justice conferences to resolve the conflict, repair the harm caused, and restore the victim. The Restorative Justice Program expanded in FY2020 to offer restorative justice conferences for certain violent offenses. In addition to the conference, it incorporates a cognitive behavioral therapy component for the youth involved in these serious cases.

Office of the Solicitor General (OSG) manages the District’s civil and criminal appellate litigation and practices most frequently before the District of Columbia Court of Appeals, the United States Court of Appeals for the District of Columbia Circuit, and the Supreme Court of the United States. The docket includes appeals in a wide variety of civil, family, criminal, juvenile, tax, and administrative cases from trial courts and petitions for review from District agencies.

- **Appellate Services** provides appellate representation on a wide variety of matters and advises trial and agency counsel on potential appellate issues.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.

Family Services Division (FSD) protects the District’s most vulnerable residents—abused and neglected children—by representing their interests in Family Court proceedings.

- **Child Protection Sections:** Child protection activities are carried out by four sections. These sections protect the rights of children in Family Court proceedings to prevent abuse and neglect by their caretakers.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities.

Personnel, Labor, and Employment Division (PLED) defends agencies in personnel-related matters such as suspensions, terminations for employee misconduct, and reductions-in-force; processes all grievances related to discipline; and serves as OAG’s chief negotiator on collective bargaining issues for the attorney union.

- **Personnel and Labor Litigation Section** provides litigation representation and advice services to District government agencies so that they can manage and reduce liability exposure with respect to personnel decisions and to minimize fiscal and programmatic impact.
- **Office of the Division Deputy** provides supervision of, and support to, divisional activities and processes all grievances and unfair labor practice charges brought by the attorneys’ union.

Support Services Division (SSD) provides administrative and operational support to the agency.

- **Finance** provides comprehensive and efficient financial management services to and on behalf of OAG to maintain the financial integrity of the District of Columbia.
- **Customer Service** provides agency procurement and purchase card services, first-line communication with the public and support for various agency programs including risk management, emergency preparedness, and certified small business enterprise compliance.
- **Operations** provides critical centralized administrative and logistical support to the agency including mail operations, records management, fleet management, office relocations, renovations, building access, physical security, facilities requests, supply requests, surplus property, and agency event support.
- **Investigations** provides investigative support to the litigating divisions of the office.
- **Office of Division Deputy** provides supervision of and support to divisional activities.

- b. Please provide a narrative explanation of any changes to the organizational chart made during the previous year.**

RESPONSE:

CSSD: OAG realigned CSSD to implement recommendations following a business process re-engineering review designed to improve performance. Process improvements include: structural changes designed to increase CSSD's ability to consistently meet, and to eventually exceed, federal performance measures to avoid federal penalties and to qualify for federal incentive dollars; grouping program-wide operations in the Office of the Division Deputy to align with the District's state counterparts; adjustments to CSSD operations to maximize collaboration; structural updates designed to eliminate or lessen challenges that negatively impact staff performance; and proactive service delivery changes to improve customer experience.

OSG: OAG realigned OSG to combine the Criminal and Juvenile Appeals and Civil and Administrative Appeals Sections into a single section—Appellate Services. OAG also created a new position, Principal Deputy Solicitor General, and elevated its existing Deputy Solicitor General to serve in that role while hiring an experienced attorney to backfill the position she vacated. OSG also added another Deputy Solicitor General with a strong appellate and clerkship background to the team to replace a manager who was reassigned to PSD. With this new structure, OSG will be able to handle the high volume of cases it briefs more equitably. At any given time, OSG has approximately 500 active appeals on its docket. Most of those cases are civil and administrative. The Criminal and Juvenile Appeals Section was thus overstaffed relative to its case-processing needs and primarily reviewed trial motions that PSD attorneys drafted. That work is now done by PSD supervisors. Since OSG's sections have been combined, attorneys act as generalists and are better able to meet the demands of OSG's docket, which is highly concentrated on civil and administrative cases. Moreover, the new management structure more closely mirrors that of other Divisions, which utilize both an Assistant Deputy (for OSG, the Principal Deputy Solicitor General) to help oversee the work of the Division as a whole and Section Chiefs (for OSG, Deputies) that handle first-level review and strategy regarding individual cases.

Immediate Office: The Immediate Office experienced turnover of several senior staff, who left OAG to take positions in the private sector or high-profile positions in the Biden Administration. OAG realigned the Immediate Office to leverage the skillsets of incoming personnel and to more effectively provide high-quality communications, community engagement, legislative advocacy, policy analysis, and oversight of the Office's legal and operational work.

- 2. Please provide a current Schedule A for the agency which identifies each filled, vacant, unfunded, and funded position by program and activity, with the employee's name (if filled), title/position, salary, fringe benefits, and length of time with the agency (if filled). Please note the date the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate whether the position must be filled to comply with federal or local law.**

RESPONSE: See Attachment 2.

- 3. Please list all employees detailed to or from your agency during FY20 and FY21, to date. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee’s projected date of return.**

RESPONSE:

An OAG attorney has been detailed to the United States Attorney’s Office to work on elder financial exploitation matters since February 2019.

FY20: An OAG employee was detailed to the Department of Behavioral Health (DBH). The detail began on October 15, 2019 and ended on January 31, 2020.

FY21: No additional details to date.¹

- 4. Please provide the Committee with:**
 - a. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned, as well as a description of all vehicle collisions involving the agency’s vehicles in FY20 and FY21, to date; and**

RESPONSE: There were no vehicle accidents in FY20 or FY21 to date. See Attachment 3 for the agency vehicle inventory.

- b. A list of travel expenses, arranged by employee for FY20 and FY21, to date, including the justification for travel.**

RESPONSE: See Attachment 4.

- 5. Please list all memoranda of understanding (“MOU”) entered into by the agency in FY20 and FY21, to date, as well as any MOU currently in force. For each, indicate the date into which the MOU was entered and the termination date.**

RESPONSE:

FY20 OAG Seller	Start	End
Child and Family Services Agency	10/01/19	09/30/20
Department of Human Services - Adult Protective Services	10/01/19	09/30/20
Department of Human Services - Welfare Fraud	10/01/19	09/30/20

¹ Unless otherwise noted, OAG has defined “to date” as January 15, 2021.

Department of Transportation	10/01/19	09/30/20
Department of Transportation - DWI/DUI	10/01/19	09/30/20
Department of Transportation - TSRP	10/01/19	09/30/20
Department of Consumer Regulatory Affairs-OPLA	10/01/19	03/31/20
Department of Health Care Finance	10/01/19	09/30/20
Office of Tax and Revenue	10/01/19	09/30/20
Office of Zoning	10/01/19	09/30/20
Office of Risk Management	10/01/19	09/30/20
Real Property Tax Appeals Commission	10/01/19	09/30/20
Office of Victims Services and Justice Grants	10/01/19	09/30/20
Department of Energy and Environment	10/01/19	09/30/20
Department of General Services	10/01/19	09/30/20

FY20 OAG Buyer	Start	End
Department of Health	02/03/16	On-going
Office of Administrative Hearings	10/01/19	On-going
Office of the Chief Technology Officer	10/01/19	09/30/20
Department of Public Works	10/01/19	09/30/20
Department of General Services	10/01/19	09/30/20
Office of Disability Rights	10/01/19	09/30/20
Office of Finance and Resource Management	10/01/19	09/30/20
Metropolitan Police Department	07/29/20	Until terminated by the parties
Department of Human Resources/Security Services	10/01/19	9/30/20 with option to extend for 1 year (or fraction of a year)
Department of Human Services/OCTO (Data Sharing)	06/21/17	9/30/2026 with option to extend for 2 five-year periods

FY21 OAG Seller	Start	End
Office of Victim Services and Justice Grants	10/01/20	09/30/21
Office of Tax and Revenue	10/01/20	09/30/21
Department of Human Services - Welfare Fraud	10/01/20	09/30/21
Department of Aging and Community Living	10/01/20	09/30/21
Department of Transportation	10/01/20	09/30/21
Child and Family Services Agency	10/01/20	09/30/21

Department of General Services	10/01/20	09/30/21
Office of the State Superintendent of Education	10/01/20	09/30/21
Department of Health Care Finance	10/01/20	09/30/21
Office of Risk Management	10/01/20	09/30/21
Real Property Tax Appeals Commission	10/01/20	09/30/21

FY21 OAG Buyer		
Department of Health	02/03/2016	On-going
Office of Administrative Hearings	10/01/19	On-going
Office of Chief Technology Officer	10/01/20	09/30/21
Metropolitan Police Department	07/29/20	Until terminated by the parties
Department of Human Resources/Security Services	10/01/20	9/30/21 with option to extend for 1 year (or fraction of a year)

6. Please list the ways, other than MOU, in which the agency collaborated with analogous agencies in other jurisdictions, with federal agencies, or with non-governmental organizations in FY20 and FY21, to date.

RESPONSE:

OAG collaborates with numerous partners—including analogous agencies in other jurisdictions, with federal agencies and with non-governmental organizations—to meet agency performance objectives. These partnerships cover efforts across multiple divisions and range from local nonprofits to law enforcement agencies and fellow state attorney general offices. Indeed, as President of the National Association of Attorneys General, Attorney General Racine coordinates closely on events, trainings, and other matters with fellow state attorneys general. Examples of OAG’s collaboration include:

PAD

- OAG regularly collaborates with the other states to investigate issues of national concern in the consumer, antitrust, government fraud, workers’ rights, environmental, and nonprofit oversight spaces. The Division also is part of multistate working groups in these subject areas to identify and target areas for enforcement or legislative advocacy.
- OAG leads and joins multistate coalitions to submit comments and litigate challenges to federal overreach. These efforts are largely performed under the auspices of common interest agreements. OAG collaborated with state attorneys general on dozens of amicus briefs, comment letters, and cases. Of specific note during the review period, PAD co-lead with New York a 21-state coalition to successfully invalidate a federal rule that would have denied essential food assistance to over 700,000 Americans during the COVID-19

pandemic. This effort included collaboration with more than a dozen non-profit anti-hunger and civil rights organizations that served as amici.

- OAG instituted (with New York) a Multistate Housing AG taskforce. OAG's significant leadership in this area has led to other states reaching out for collaboration and technical assistance in housing enforcement.
- OAG also conducted several trainings with non-profit partners, including on housing and workplace safety and security in the pandemic and under the Council's emergency legislation.

LCD

- OAG provides legal advice and review of multi-jurisdiction agreements, legislation, contracts, and funding agreements for WMATA, MCOG, and other compact and non-compact instrumentalities that include Federal, State, and Local Government participants or partners.

FSD

- OAG is a member of the Multidisciplinary Team which includes the Child and Family Services Agency, the Metropolitan Police Department, Children's National Medical Center, the U.S. Attorney's Office for the District of Columbia (USAO), and Safe Shores-D.C. Children's Advocacy Center. The goal of the MDT is to work collaboratively to provide comprehensive services to child victims of abuse and neglect in the District. The MDT also works to coordinate civil and criminal investigations and prosecutions so that child victims are not retraumatized.
- OAG co-chairs the District of Columbia Human Trafficking Taskforce with the USAO, and membership includes multiple federal and District agencies.
- OAG is a member of the National Compendium of State-Run Anti-Trafficking Initiatives, and membership includes numerous state attorney general offices.

PSD

- OAG regularly works with federal law enforcement agencies (*i.e.*, United States Park Police, United States Secret Service, United States Capitol Police, etc.) to process arrests and litigate juvenile and adult misdemeanor cases.
- OAG participates in several programs of the Superior Court of the District of Columbia, including Drug Intervention Program, Redirect Project Diversion Program, and Mental Health Community Court.
- OAG files civil commitment cases for criminal defendants referred by USAO to DBH if DBH determines the defendant suffers from a mental illness and is likely to injure himself or others because of mental illness.
- OAG collaborated with non-governmental organizations in FY20 and FY21 by conducting several mental-health-related trainings. Specifically, OAG conducted the legal component of the Crisis Intervention Officer training for campus police from the Consortium of Universities of the Washington Metropolitan Area. OAG also provided training on the legal process for revoking outpatient commitment for the following seven mental health clinics in the District of Columbia: MBI, New Hope Health Services, Hillcrest Children and Family Center, Anchor Mental Health, Pathways to Housing, Family Preservation Services, and Integrated Health Services.

- OAG regularly provides anti-sex trafficking education programs to students at D.C. middle and high schools. During the past year, OAG also provided anti-sex trafficking trainings to George Washington University medical students, Howard University Hospital nurses and social workers, metro transit workers, and the School Safety Alliance hosted by Homeland Security and Emergency Management Agency.
- OAG’s Restorative Justice Program participates in CJCC’s Restorative Justice Working Group, JPI’s Youth Rehabilitation Act Working Group, and Building Blocks.
- The Restorative Justice Program has partnered with two community-based therapeutic service providers to provide cognitive behavioral therapy to youth in the program—Ascensions Psychological Services, Inc., and the Institute for Behavioral Regulation, LLC—and often works with School Talk Restorative DC.
- OAG worked with several local and federal agencies on the Joint Session of Congress (JSOC) Legal Subcommittee, as well as the Federal Inauguration Legal Subcommittee and the D.C. Presidential Inauguration Committee’s Legal Subcommittee.

Civil Rights (PID)

- OAG partners with organizations such as the Equal Rights Center, Children’s Law Center and Legal Counsel for the Elderly to obtain referrals, understand the civil rights issues faced by District residents and collaborate to address these issues.
- OAG works with the Office of Human Rights to ensure that OAG is interpreting and applying anti-discrimination laws consistently.
- On a national scale, OAG participates in monthly civil rights and education briefings. In these monthly briefings, participating offices discuss national civil rights issues and share best practices.

Elder Justice (PID & PSD)

- OAG coordinated with the Department of Aging and Community Development (DACL) to present elder justice information to senior wellness centers, including virtual presentations to the centers’ members.
- OAG created a four-part webinar series focused on long-term care, in collaboration AARP DC, Legal Counsel for the Elderly (LCE), the Office of the D.C. Long-Term Care Ombudsman Program, Adult Protective Services (APS), Disability Rights/University Legal Services, Quality Trust for Individuals with Disabilities, the Department on Disability Services, DC Health, the OIG Medicaid Fraud Control Unit (MFCU), the Network for Victim Recovery of DC (NVRDC), and the Department of Behavioral Health (DBH).
- OAG partnered with NVRDC and other members of the District’s Collaborative and Training and Response for Older Victims in a multi-part “Temperature Check” webinar series.
- OAG worked with APS and LCE to train D.C. Superior Court Civil Division judges, with NVRDC to train Superior Court mediators, and with the D.C. Superior Court Probate Division to train new members of the Probate Fiduciary Panel.
- OAG collaborated with AARP and the District of Columbia Bar Continuing Legal Education Program to create and to present at the 2020 Aging and the Law Institute.

- OAG joined federal partners at the U.S. Department of Justice Elder Justice Initiative to present at a virtual training, “Big Challenges—Big Rewards: Overcoming Obstacles to Elder Abuse Prosecutions.”
- OAG partnered with the National Association of Attorneys General (NAAG) and the U.S. Administration for Community Living: Office of Elder Justice and Adult Protective Services to produce a webinar focused on special considerations for nursing homes during the Public Health Emergency.
- OAG has developed productive relationships with various District and federal agencies to increase the reporting, investigation and prosecution of financial exploitation against elderly and vulnerable adults, including DC Health; DAFL; MFCU; DBH; DDS; Metropolitan Police Department (MPD); Social Security Administration; Office of Personnel Management; Department of Veterans Affairs; and Internal Revenue Service.
- OAG is an active partner in coordinated community response teams addressing elder abuse, including DC TROV and DAFL’s Elder Abuse Prevention Committee.
- OAG coordinates regularly with APS and MPD on financial exploitation referrals.
- OAG participates in the Fiduciary Compensation Working Group, working on recommendations for fair and reasonable compensation for fiduciaries in probate, guardianship, and conservatorship cases.
- In FY21, OAG launched a new Long-Term Care Multi-Disciplinary Team (LTC MDT) to bring together District agencies and services providers who work on long-term care issues. The LTC MDT meets monthly and produced a four-part long-term care webinar series running from December 2020 to March 2021, in partnership with AARP DC and LCE.
- The Special Assistant United States Attorney from OAG who prosecutes financial exploitation cases at the USAO also participates in the USAO’s Elder Abuse & Financial Exploitation Initiative, D.C. Financial Crimes Taskforce, and the Metropolitan Area COVID-19 Anti-Fraud Taskforce.

Immediate Office

- OAG’s Immediate Office coordinates with several agencies on COVID-19 recovery and response, including, but not limited to, the Centers for Disease Control and Prevention, the D.C. Department of Health, D.C. Human Resources, the Department of General Services, the Executive Office of the Mayor, the White House, the Superior Court, federal courts, the Criminal Justice Coordinating Council, and other state and federal agencies.

7. For FY20 and FY21, to date, please list all intra-District transfers to or from the agency, and include a narrative description of the purpose of each transfer.

RESPONSE:

FY20 OAG Seller (Services Provided to Another Agency)	Transfer from Other Agencies	Purpose
Office of Victims Services and Justice Grants	\$488,328	Personal Services
Department of Consumer Regulatory Affairs	\$81,133	Personal Services

Office of Tax and Revenue	\$324,776	Personal Services
Department of Human Services – Welfare Fraud	\$179,586	Personal Services
Department of Transportation	\$966,288	Personal Services
Child and Family Services Agency	\$647,045	Personal Services
Department of Energy and Environment	\$186,515	Outside Legal Counsel
Department of General Services	\$199,665	Personal Services
Department of Health Care Finance	\$38,435	Personal Services
Office of Risk Management	\$15,352	Non-Personal Services
Real Property Tax Appeals Commission	\$10,000	Personal Services
Federal Emergency Management Agency	\$15,737	Non-Personal Services (COVID-19 reimbursement)
Total	\$3,152,860	

FY20 OAG Buyer (Services Purchased from Another Agency)	Transfer to Other Agencies	Purpose
Metropolitan Police Department	\$273,378.25	Paternity/Warrant services for child support matters
Office of the Senior Advisor	\$6,110.00	Fixed Costs
Department of General Services	\$232,668.71	Fixed Costs
Office of Disability Rights	\$1,442.00	Sign Language Interpretation
Department of Health	\$80,825.00	Vital Records
Department of Public Works	\$90,309.85	Fixed Costs
Office of Contracting and Procurement	\$195,548.75	Purchase Card Program
Office of the Chief Technology Officer	\$161,919.45	Fixed costs
Total	\$1,042,202.01	

FY21 OAG Seller (Services Provided to Another Agency)	Transfer/Projected Transfer from Other Agencies	Purpose
Office of Victims Services and Justice Grants	\$499,510	Personal services
Office of Tax and Revenue	\$329,612	Personal services
Department of Human Services -Welfare Fraud	\$162,887	Personal services
Department of Aging and Community Living	\$60,000	Personal services
Department of Transportation	\$1,089,670	Personal services
Child and Family Services Agency	\$1,090,850	Personal services
Department of General Services	\$337,609	Personal services
Department of Energy and Environment	\$500,000	Outside legal counsel
Department of Health Care Finance	\$98,460	Personal services

Office of Risk Management	\$50,000	Non-Personal Services
Real Property Tax Appeals Commission	\$10,000	Personal services
Total	\$4,451,485	

FY21 OAG Buyer (Services Purchased from Another Agency)	Projected Transfer to Other Agencies	Purpose
Metropolitan Police Department	\$677,000.00	Paternity/Warrant services for child support matters
Office of Administrative of Hearings	\$0.00 Cancelled	Administrative hearings for child support matters
Department of Health	\$233,724.94	Vital records for child support matters
Metropolitan Police Department	\$24,500.00	Vehicle Services
Office of the Chief of Technology	\$30,602.88	Child Support Data Center
Total	\$965,827.82	

8. For FY20 and FY21, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:
- a. The revenue source name and code;
 - b. The source of funding;
 - c. A description of the program that generates the funds;
 - d. The amount of funds generated by each source or program;
 - e. Expenditures of funds, including the purpose of each expenditure;
 - f. Whether expenditures from the fund are regulated by statute or policy, and if so, how; and
 - g. The current fund balance.

RESPONSE:

FY20

Revenue Source Name and Code: TANF – 0603

- Source of Funding: Child support collections on behalf of families in the Temporary Assistance to Needy Families (TANF) program. Under Section 457 of the Social Security Act, the District transfers 56.2 percent of its collections to the federal government and keeps the remaining 43.8 percent for the child support program.
- Description of Program Generating the Fund: Child support collections on behalf of families in the TANF program.
- Amount of Funds Generated: \$6,167,284
- Expenditures: \$5,318,978
- Purpose of Expenditures: Personal and non-personal services support (supplies, copier lease) on behalf of child support enforcement.

- Expenditure Regulation: Per Mayor’s Order, expenditures limited to those that support CSSD functions.
- FY20 Fund Balance (Certified): \$10,122,807

Revenue Source Name and Code: Child Support Interest Income – 0605

- Source of Funding: Interest on the District’s child support bank account. CSSD collects child support payments from non-custodial parents and holds them in a bank account for distribution to custodial parents, which must take place within 48 hours of receiving the payment. The money in the account bears interest during the time between collection and distribution.
- Description of Program Generating the Fund: Interest income on child support bank account.
- Amount of Funds Generated: \$0
- Expenditures: \$0
- Expenditure Regulation: Expenditures limited to those that support CSSD functions.
- FY20 Fund Balance (Certified): \$2,428

Revenue Source Name and Code: Nuisance Abatement – 0615

- Source of Funding: Revenue is generated by proceeds from drug-, firearm-, or prostitution-related nuisance abatement actions.
- Description of Program Generating the Fund: Nuisance abatement actions involving drugs, firearms, or prostitution.
- Amount of Funds Generated: \$18,100
- Expenditures: \$0
- Expenditure Regulation: Expenditures are restricted to costs reasonably related to the enforcement of nuisance abatement and housing receivership matters carried out by the Attorney General and to enforce Chapter 36A of Title 42, including all costs reasonably related to prosecuting and conducting investigations of housing receivership cases.
- FY20 Fund Balance (Certified): \$29,000

Revenue Source Name and Code: Litigation Support Fund – 0616

- Source of Funding: Revenue is generated by recoveries from claims and litigation brought by OAG on behalf of the District. The fund supports general litigation expenses associated with prosecuting or defending litigation cases on behalf of the District.
- Description of Program Generating the Fund: Litigation actions on behalf of the District.
- Amount of Funds Generated: \$9,132,256
- Amount of Funds transferred to the General Fund: \$1,024,373
- Expenditures: \$8,436,509
- Expenditure Regulation: Expenditures are restricted to costs in support of litigation, personal services to support OAG’s mission, violence interruption, and grants to support OAG’s public safety initiatives.
- FY20 Fund Balance (Certified): \$10,595,748

Revenue Source Name and Code: Attorney General Restitution Fund – 0617

- Source of Funding: Revenue is generated by recoveries from claims and litigation brought by OAG on behalf of the District and identified claimants.
- Description of Program Generating the Fund: Litigation actions on behalf of the District and identified claimants.
- Amount of Funds Generated: \$3,569,760
- Expenditures: \$88,493
- Expenditure Regulation: Payments to claimants pursuant to court order or settlement agreements and payment of administrative fees associated with administering recoveries.
- FY20 Fund Balance (Certified): \$3,301,377

FY21

Revenue Source Name and Code: TANF – 0603

- Source of Funding: Child support collections on behalf of families in the Temporary Assistance to Needy Families (TANF) program. Under Section 457 of the Social Security Act, the District transfers 56.2 percent of its collections to the federal government and keeps the remaining 43.8 percent for the child support program.
- Description of Program Generating the Fund: Child support collections on behalf of families in the TANF program.
- Amount of Funds Generated: \$482,212
- Expenditures: \$2,035,301
- Purpose of Expenditures: Personal and non-personal services support (supplies, copier lease) on behalf of child support enforcement.
- Expenditure Regulation: Per Mayor’s Order, expenditure limited to those that support CSSD functions.
- FY21 Fund Balance (Uncertified as of 1/31/21): \$8,569,717

Revenue Source Name and Code: Child Support Interest Income – 0605

- Source of Funding: Interest on the District’s child support bank account. CSSD collects child support payments from non-custodial parents and holds them in a bank account for distribution to custodial parents, which must take place within 48 hours of receiving the payment. The money in the account bears interest during the time between collection and distribution.
- Description of Program Generating the Fund: Interest income on child support bank account.
- Amount of Funds Generated: \$0
- Expenditures: \$0
- Expenditure Regulation: Expenditures limited to those that support CSSD functions.
- FY21 Fund Balance (Uncertified as of 1/31/21): \$2,428

Revenue Source Name and Code: Nuisance Abatement – 0615

- Source of Funding: Revenue is generated by proceeds from drug-, firearm-, or prostitution-related nuisance abatement actions.
- Description of Program Generating the Fund: Nuisance abatement actions involving drugs, firearms, or prostitution.
- Amount of Funds Generated: \$1,800

- Expenditures: \$0
- Expenditure Regulation: Expenditures are restricted to costs reasonably related to the enforcement of nuisance abatement and housing receivership matters carried out by the Attorney General and to enforce Chapter 36A of Title 42, including all costs reasonably related to prosecuting and conducting investigations of housing receivership cases.
- FY21 Fund Balance (Uncertified as of 1/31/21): \$30,800

Revenue Source Name and Code: Litigation Support Fund – 0616

- Source of Funding: Revenue is generated by recoveries from claims and litigation brought by OAG on behalf of the District.
- Description of Program Generating the Fund: Litigation actions on behalf of the District.
- Amount of Funds Generated: \$21,455,777
- Amount of Funds Transferred to OVSJG: \$500,000
- Expenditures: \$11,206,949
- Expenditure Regulation: Expenditures are restricted to costs in support of litigation, personal services to support OAG’s mission, violence interruption, and grants to support OAG’s public safety initiatives.
- FY21 Fund Balance (Uncertified as of 1/31/21): \$20,844,575

Revenue Source Name and Code: Attorney General Restitution Fund - 0617

- Source of Funding: Revenue is generated by recoveries from claims and litigation brought by OAG on behalf of the District and identified claimants. The fund pays to claimants recoveries from settlements and judgments. The fund also permits payment of administrative fees associated with administering recoveries.
- Description of Program Generating the Fund: Litigation actions on behalf of the District and identified claimants.
- Amount of Funds Generated: \$227,841
- Expenditures: \$ 0
- Expenditure Regulation: Payments to claimants pursuant to court order or settlement agreements and payment of administrative fees associated with administering recoveries.
- FY21 Fund Balance (Uncertified as of 1/31/21): \$3,529,218

9. **For FY20 and FY21, to date, please list all purchase card spending by the agency, the employee making each expenditure, and the general purpose of each expenditure.**

RESPONSE: See Attachment 5.

10. **Please list all capital projects in the financial plan for the agency or under the agency’s purview in FY20 and FY21, to date, and provide an update on each project, including the amount budgeted, actual dollars spent, and any remaining balances (please also include projects for the benefit of the agency that are in the budget of the Department of General Services or another agency). In addition, please provide:**

- a. **A narrative description of all capital projects begun, in progress, or concluded in FY19, FY20, and FY21, to date, including the amount budgeted, actual dollars spent, any remaining balances, and the work undertaken;**

RESPONSE:

OAG Relocation

In FY18, the Executive Office of the Mayor asked OAG to permanently move to commercial space to accommodate the Metropolitan Police Department's need for swing space during renovations to the Daly Building. The cost to temporarily relocate MPD to commercial space would have been much more than permanently relocating OAG. OAG thus agreed to move given the multi-million-dollar savings to the District. Subsequently, OAG collaboratively worked with the Department of General Services (DGS) to identify commercial space and settled on office space at 601 D Street, NW, which is near courts, Metro, and MPD. DGS negotiated a 15-year lease with a five-year option. The lease includes a separate OAG entrance and a new address 400 6th Street, NW, approved by the Department of Consumer and Regulatory Affairs and the United States Postal Service.

Space design and construction began on the property in spring FY19 and concluded in FY20. OAG occupies 199,736 square feet on five floors. Despite COVID-19, OAG and DGS closely managed the construction and move. The project was completed on time, and OAG moved in over the course of three weekends from August 1, 2020 through August 15, 2020.

CSSD DCCSES Upgrade

In FY03, the D.C. Council approved \$6.3 million in capital budget dollars to fund a feasibility study (Project Phase I) and ultimately, the design and development of a replacement system for the antiquated DCCSES system (Project Phase II). In July 2005, OAG and the Office of the Chief Technology Officer (OCTO) executed an MOU to begin the DCCSES Replacement Project, with OCTO managing the project.

The feasibility study was completed in December 2008 and estimated the cost for the design and installation of a replacement system to be \$84.3 million dollars. The cost of the proposed system was prohibitive; therefore, OAG and OCTO explored a different course of action for Phase II.

OAG requested to use the remaining funds from the capital budget to enhance DCCSES by designing and developing a web-enabled and web-based system as an alternative. The request was approved, and to date, the DCCSES Enhancement Project has expended \$6,281,369.08 of the \$6,304,000 capital budget. This was used to move the system from outmoded, unsupported software and hardware to a Microsoft-based platform, and create several internal applications, including a data warehouse containing all transaction information. This has resulted in fewer payment processing errors and increased visibility into CSSD operations.

This leaves a balance of \$22,630.92 to continue planning and designing modernization of the following components: Electronic Court Orders/Family Court Data Exchange system and the Master Database and Data protection and Synchronization system.

b. An update on all capital projects planned for the four-year financial plan;

RESPONSE:

OAG Relocation

See response to 10(a).

CSSD DCCSES Upgrade

OAG plans to continue modernizing DCSSES by implementing DCSSES Court, a system used by Family Court judges and DCSSES legal staff to issue or modify child support orders. All capital funds will be expended by March 30, 2021.

c. A description of whether the capital projects begun, in progress, or concluded in FY19, FY20, and FY21, to date, had an impact on the operating budget of the agency. If so, please provide an accounting of such impact; and

RESPONSE:

OAG Relocation

The OAG relocation did not have an impact on OAG's operating budget.

CSSD DCCSES Upgrade

The continuation and completion of the CSSD DCCSES Upgrade project has impacted OAG's operating budget. In FY19, OAG submitted a \$7.7 million capital budget enhancement request to fund the local match for the remaining approximately \$30 million cost to complete enhancements to DCCSES. The request was denied; therefore, OAG had no choice but to use its operational dollars in its TANF Fund for the local match. The result is that the TANF Fund will be totally depleted in FY22, and OAG will need additional operational dollars beginning in FY23 to fund some of its basic functions including salaries for 13 key CSSD staff, the local match for the DCCSES annual maintenance contract, and memoranda of understanding with the Office of Administrative Hearings, Department of Health, and the Metropolitan Police Department.

d. A description and the fund balance for any existing allotments.

RESPONSE:

Project No: EN240C

Project Title: Information Systems – Child Support Enforcement
Fund Balance: \$ 2,886.40

Project No: EN601C
Project Title: OAG - IT Infrastructure Upgrades
Fund Balance: \$19,744.52

11. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY20 and FY21, to date. For each, include a description of the need and the amount of funding requested.

RESPONSE:

FY20 Operational Budget Enhancement Requests

Request Title	Description	Cost	Approved
Community Engagement Manager (XS 7/0)	One Community Engagement Manager to direct the implementation of a strategic community engagement plan	\$157,855	Yes
Chief Human Resources Officer (MSS 16/0)	One Chief Human Resources Officer to provide oversight, vision and direction and implement OAG’s independent personnel authority	\$184,550	Yes
Elder Abuse Civil Enforcement Attorney (DS 13/1)	One attorney to enforce elder justice laws	\$125,785	Yes
Elder Abuse Civil Investigator (DS 12/1)	One investigator to investigate elder abuse matters	\$102,870	Yes
Elder Abuse Section Chief (LX 1/0)	One attorney to oversee civil elder justice legal work	\$172,480	Yes
Civil Rights Section Chief (LX 1/0)	One attorney to oversee civil rights work	\$172,480	Yes
Civil Rights Attorney (LA 13/5)	One attorney to litigate civil rights matters	\$140,472	Yes
Civil Rights Investigator (LA 12/1)	One investigator to investigate civil rights matters	\$102,870	Yes
Criminal Investigator	One attorney to investigate criminal matters	\$101,309	Yes
Firearms Prosecutor	One attorney to prosecute firearm offenses	\$147,872	Yes
Environmental Protection Attorney (LA 14/1)	One attorney to litigate environmental matters	\$150,595	Yes
Restorative Justice/Victims Services Facilitator	One staff assistant to facilitate restorative justice	\$102,870	Yes

(DS 12/1)			
Housing Attorney (LA 13/5)	One attorney to litigate housing matters	\$140,472	Yes
Grants Officer (XS 7/0)	One grants officer to implement agency grants	\$160,410	No
Chief Operating Officer (XS 11/0)	One Chief Operating Officer to oversee agency operational functions	\$206,638	No
HR Compliance Manager (MSS 15/0)	One HR manager to ensure compliance with local and federal employment laws	\$169,928	No
Community Engagement Services Specialist (XS 6/0)	One community engagement specialist to provide services to the community	\$112,130	No
IT Specialist (DS 13/4)	One IT specialist to provide enhanced services to OAG	\$131,409	No
Equal Employment Opportunity Investigator (DS 14/5)	One EEO investigator to timely investigate EEO complaints	\$140,522	No
Contracting Officer (DS 15/0)	One contracting officer to effectuate OAG's independent procurement authority	\$173,515	No
Staff Assistant (DS 12/1)	One staff assistant to provide support services	\$102,787	No
Public Advocacy Manager (LX 1/0)	One manager to oversee public advocacy matters	\$172,480	No
Public Advocacy Senior Litigator (LA 15/5)	One senior attorney to litigate public advocacy matters	\$199,603	No
Consumer Protection Attorney (LA 13/5)	One attorney to litigate consumer protection matters	\$144,581	No
Consumer Protection Mediator (LA 12/1)	One mediator to mediate consumer protection matters	\$102,870	No
Juvenile Assistant Chief (LX 1/0)	One attorney manager to oversee juvenile matters	\$160,410	No
Criminal/Juvenile Attorney (LA 14/1)	One attorney to litigate criminal and juvenile matters	\$150,595	No
Tax Attorney (LA 13/5)	One attorney to litigate tax matters	\$132,676	No
Residency Fraud/General Investigator (DS 11/1)	One investigator to investigate residency fraud and other matters	\$83,815	No
General Civil Litigation Attorney (LA 13/1)	One attorney to litigate civil matters	\$125,785	No
Appellate Attorney (LA 14/5)	One attorney to handle appellate matters	\$160,599	No
Bond Attorney (LA	One attorney to advise on bond matters	\$150,595	No

14/1)			
Two Personnel/Labor Attorneys (LA 14/1)	Two attorneys to handle administrative litigation on personnel matters	\$297,133	No
Personnel/Labor Paralegal (12/1)	One paralegal to provide litigation support on personnel matters	\$102,870	No
Administrative Professional Staff Classification & Compensation Increases	Funding to implement classification and compensation increases	\$929,352	Yes
Total		\$6,842,534	

FY21 Operational Budget Enhancement Request

Request Title	Description	Cost	Approved
One Data Analyst (DS 12/5)	One data analyst to work to supplement OAG's data analysis and public safety data	\$122,042	No
One Agency Risk Manager (DS 12/5)	One risk manager to provide expert advice that addresses risk management and emergency preparedness.	\$122,042	No
One Housing Attorney (LA 13/1)	One attorney to investigate, enforce, and litigate housing matters	\$146,311	No
One Residency Fraud Attorney (LA 13/1)	One attorney to litigate non-residency tuition fraud matters	\$127,986	No
One Residency Fraud Investigator (LA 12/1)	One investigator to investigate non-residency tuition fraud matters	\$105,849	No
One Administrative Enforcement Attorney (LA 13/1)	One attorney to litigate administrative enforcement matters for District agencies	\$127,986	No
One General Criminal/Illegal Dumping Prosecution Attorney (LA 12/1)	One attorney to prosecute illegal dumping offenses	\$108,177	No
One Special Victims Prosecutor (LA 14/1)	One attorney to prosecute sex crimes, domestic violence and other serious juvenile offenses committed against vulnerable victims	\$154,387	No
One Civil Litigation Paralegal (DS 12/1)	One paralegal to provide litigation support to attorneys in Civil Litigation Division, Section II	\$105,849	No
One Commercial Division Bond Attorney (LA 14/1)	One attorney to provide legal advice on District-involved financing transactions	\$154,387	No
Two Worker's	Two attorneys to litigate worker's	\$308,774	No

Compensation Attorneys (LA 14/1)	compensation on behalf of ORM		
Two Worker's Compensation Paralegals (LA 12/1)	Two paralegals to provide litigation support on worker's compensation matters	\$181,651	No
One Public Corruption Senior Lawyer (LA 15/1)	One senior attorney to handle public corruption matters	\$164,842	Yes
Deputy Solicitor General (LX 1)	One senior manager to assist in oversight of appellate matters	\$193,177	Yes (for FY21 only –one-time funds)
One Appellate Attorney (Grade 14)	One attorney to brief and argue appellate matters	\$154,387	Yes (for FY21 only –one-time funds)
Two Wage Theft Attorneys (LA 13/1)	Two attorneys to litigate wage theft matters	\$255,972	Yes (for one attorney)
One ATTEND Case Manager (Grade 12)	One case manager to provide administrative support to ATTEND program	\$82,326	Yes
One ATTEND Program Manager (Grade 9)	One program manager to provide administrative support to ATTEND program	\$58,758	Yes
One Social Worker (Grade 12)	One social worker to assist the restorative justice section	\$82,326	Yes
One Attorney Advisor (Grade 14)	Funding to convert a DCRA MOU attorney to OAG local funds	\$162,264	Yes (for FY21 only –one-time funds)
One Civil Litigation Attorney (LA 13/1)	One attorney to litigate civil matters	\$127,986	Yes (for FY21 only –one-time funds)
Cure the Streets	Funding to supplement Cure the Streets program costs	\$1,500,000	Partial (\$200,000)
Total		\$4,547,479	

12. Please list, in chronological order, each reprogramming in FY20 and FY21, to date, that impacted the agency, including those that moved funds into the agency, out of the agency, or within the agency. Include known, anticipated reprogrammings, as well as the revised, final budget for your agency after the reprogrammings. For each reprogramming, list the date, amount, rationale, and reprogramming number.

RESPONSE: There were no reprogrammings in FY20, and there have been no FY21 reprogramming requests to date.

- 13. Please list each grant or sub-grant received by your agency in FY20 and FY21, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.**
- a. How many FTEs are dependent on grant funding?**
 - b. What are the terms of this funding?**
 - c. If it is set to expire, what plans, if any, are in place to continue funding the FTEs?**

RESPONSE:

GRANT TITLE: Child Support Enforcement

Grant Purpose: Child support establishment and enforcement

Source: U.S. Department of Health and Human Services

The Child Support Enforcement grant is funded by Title IV-D of the Social Security Act. It is an ongoing reimbursable grant that renews each fiscal year. The grant supports approximately 126.48 FTEs.

FY20 Child Support Grant

Award Date	Amount	Expenditure
01/04/2021	\$683,669	\$23,354,843
10/01/2020	\$-479,437	
07/10/2020	\$2,804,995	
07/01/2020	\$4,973,477	
04/01/2020	\$4,898,702	
01/01/2020	\$4,098,780	
10/01/2019	\$4,909,000	
Total	\$21,889,186	\$23,354,843

FY21 Child Support Grant

Award Date	Amount	Expenditure
01/04/2021	\$5,233,400	\$5,877,125
10/01/2020	\$4,994,480	
Total	\$10,227,880	\$5,877,125

GRANT TITLE: Access & Visitation

Grant Purpose: Support and facilitate non-custodial parents' access to and visitation with their children. This grant funds non-personal services costs.
 Source: U.S. Department of Health and Human Services

FY20 Access & Visitation

Award Date	Amount	Expenditure
02/07/2020	\$100,000	\$83,644
Total	\$100,000	\$83,644

FY21 Access & Visitation

Award Date	Amount	Expenditure
10/29/2020	\$100,000	\$0
Total	\$100,000	\$0

GRANT TITLE: Smart Prosecution Initiative Grant

Grant Purpose: Initially an 18-month grant to develop a body of knowledge about data-driven, innovative, best-practice, or evidence-based strategies, as they are implemented by prosecutors. The grant ended on March 30, 2020 and supported research and one FTE.
 Source: U.S. Department of Justice

The Smart Prosecution Initiative Grant funds one FTE. The grant funding ended on March 30, 2020. OAG completed the work funded by the grant, and the employee funded by the grant transitioned to a different position in the agency.

FY20 Smart Prosecution Initiative Grant

Award Date	Amount	Expenditure
09/26/2016	\$350,000	\$37,559
Total	\$350,000	\$37,559

GRANT TITLE: DC OAG Enhancing Juvenile Justice's Response to Violent Crime Using Research and Innovations

Grant Purpose: The purpose of this project is to enhance the juvenile justice system's programming to keep violent juvenile offenders from reoffending after prosecution using innovation and evidence-based practices. This is a three-year grant that will support two FTEs and expand the use of restorative justice and cognitive behavioral therapy to youth charged with serious, violent crime.
 Source: Department of Justice

FY21 Office of Juvenile Justice Delinquency Prevention

Award Date	Amount	Expenditure
10/01/2020	\$500,000	\$0

Total	\$500,000	\$0
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14. Please list each grant or sub-grant granted by your agency in FY20 and FY21, to date. List the date, amount, source, and purpose of the grant or sub-grant granted.

RESPONSE:

Grant Purpose: The purpose of this grant is for qualified nonprofit community-based organizations to provide high-quality structured training, community outreach, and related supportive services developed for a violence-reduction program by Cure Violence. Two nonprofit community-based organizations received a grant to manage four expansion sites in FY20. Three non-profits have been approved to manage six sites in FY21.

FY20

Date: October 1, 2019 – September 30, 2020

Grantee: Alliance of Concerned Men

Amount: \$1,578,445.00

Source: Local

Purpose: Implementation of the Cure the Streets pilot program for sites in Wards 7 and 8 with some of the highest rates of gun violence

Date: October 1, 2019 – September 30, 2020

Vendor: Father Factor

Amount: \$1,578,284.40

Source: Local

Purpose: Implementation of the Cure the Streets pilot program for sites in Wards 5 and 8 with some of the highest rates of gun violence

FY21

Date: October 1, 2020 – September 30, 2021

Vendor: Alliance of Concerned Men

Amount: \$795,000.00

Source: Litigation Support Fund

Purpose: Implementation of the Cure the Streets pilot program for sites in Ward 8 with some of the highest rates of gun violence

Date: October 1, 2020 – September 30, 2021

Vendor: Father Factor

Amount: \$1,549,240.00

Source: Litigation Support Fund

Purpose: Implementation of the Cure the Streets pilot program for sites in Wards 7 and 8 with some of the highest rates of gun violence

Date: October 1, 2020 – September 30, 2021

Vendor: National Association Advancement of Returning Citizens

Amount: \$2,318,167.50

Source: Litigation Support Fund (\$2,059,578.81), Local (\$200,000), Private Donation (\$50,588.69)

Purpose: Implementation of the Cure the Streets pilot program for sites in Wards 5, 7, and 8 with some of the highest rates of gun violence

- 15. Please list each contract, procurement, and lease entered into or extended and option years exercised by your agency during FY20 and FY21, to date. For each contract, procurement, or lease, please provide the following information, where applicable:**
- a. The name of the party;
 - b. The nature of the contract, procurement, or lease, including the end product or service;
 - c. The dollar amount of the contract, procurement, or lease, including amount budgeted and amount actually spent;
 - d. The term of the contract, procurement, or lease;
 - e. Whether it was competitively bid;
 - f. The name of the agency's contract monitor(s) and the results of any monitoring activity; and
 - g. The funding source.

RESPONSE: See Attachment 6.

- 16. Please list and describe all pending and closed lawsuits that name or named the agency as a party in FY20 and FY21, to date, and include an explanation about the issues involved in each case. Identify which cases on the list are lawsuits that potentially expose the District to significant financial liability or could result in a change to agency practices, and describe the current status of the litigation.**

RESPONSE:²

- *American Federation of State, County & Municipal, et al. v. District of Columbia*, 2020 CA 000094 B: A former OAG employee and her labor union filed a petition to enforce an arbitration award reinstating the plaintiff to her position after she was terminated in 2010. The court dismissed the petition in May 2020, and the case is closed. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *Energy Policy Advocates v. D.C. Office of the Attorney General*, 2020 CA 002462 B: Plaintiff alleges a violation of FOIA and seeks common interest agreements signed by the Office of the Attorney General. The case is pending and motions for summary judgment are due in May 2021.

² Our responses do not discuss which cases potentially expose the District to significant financial liability or could result in a change to agency practices because that information is protected by the attorney-client privilege and the attorney work-product doctrine and public disclosure could compromise the efficacy of our defense.

- *Jefferson-11th Street, LLC v. District of Columbia*, 19-CV-1416 (CJN): Plaintiff, which operates an apartment building, brought takings and due process claims against the District of Columbia and its appointed receiver after the District filed a housing code enforcement action in the Superior Court of the District of Columbia, obtained an order placing the property in receivership, and began to renovate the property. The case is currently stayed, pending resolution of the Superior Court housing enforcement matter. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *Mengesha v. Rice, et al.*, 19-CV-3304 (ABJ): Plaintiff alleges that the CSSD's enforcement of a child support order entered against Plaintiff by the D.C. Superior Court violated his constitutional rights. The case is open. The Court granted the defendants' motion to dismiss on November 30, 2020, and the plaintiff moved for reconsideration on December 28, 2020. The motion for reconsideration is fully briefed and is pending before the court. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *Ollar v. District of Columbia, et al.*, 19-CV-1847 (KBJ): Plaintiffs have sued the District, an Assistant Attorney General, two Child Protective Services social workers, and a former Children's National Medical Center doctor, alleging they initiated a child abuse and neglect proceeding without probable cause, conspired to conceal their unlawful conduct, made knowingly false representations and omissions to the court, and destroyed evidence. They seek relief under Section 1983 and various common law torts. The District filed a motion to dismiss and for summary judgment on January 25, 2021. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *Precision Contracting Solutions, LP, et al. v. ANGI Homeservices, Inc., et al.*, 19-CV-2748 (BAH): After OAG brought a lawsuit against the plaintiffs, the plaintiffs sued the District of Columbia, among others, alleging that the District conspired with others to harm Precision Contracting Solutions. On November 19, 2019, the court dismissed the claims against the District. This case is now closed. This case involves the same set of facts as *Sieber, et al. v. Vogel, et al.*, which is discussed below. Although the case does not name OAG as a party, it is being included in an abundance of caution because it complains of the agency's actions.
- *Quinn v. Office of the Attorney General for the District of Columbia*, Case No. 2019 CA 008169 B. Plaintiff sued OAG for records originally requested under FOIA. OAG provided additional documents during the litigation, and Plaintiff agreed to settle the matter for costs associated with bringing the suit (\$155.76).
- *Sieber, et al. v. Vogel, et al.*, 2020 CA 001596 B: After OAG brought a lawsuit against the plaintiffs alleging violations of the Consumer Protection Procedures Act, the plaintiffs sued the District of Columbia, the Attorney General, and an Assistant Attorney General, among others. Plaintiffs alleged that OAG conspired with others to harm, and made false

allegations about, Precision Contracting Solutions (one of the plaintiffs). On February 12, 2021, the court dismissed the lawsuit, and the case is closed. This case involves the same set of facts as *Precision Contracting Solutions, LP, et al. v ANGI Homeservices, Inc., et al.*, which is discussed above. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.

- *Taharaka v. District of Columbia, et al.*, 20-CV-1226 (TNM): Plaintiff sued the District of Columbia, the Attorney General, an Assistant Attorney General, and a former Assistant Attorney General, raising constitutional and common law claims related to DCRA's enforcement of abatement orders on the plaintiff's property. The case is open, and the defendants' motion to dismiss is fully briefed and pending before the court. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *D.C. Office of the Attorney General v. D.C. Office of Employee Appeals (Rachel George)*, DCCA No. 20-CV-482. OAG separated an employee in April 2016 after she failed a performance improvement plan (PIP). Although she and her union agreed to additional time to receive notice of any discipline after the PIP so that she could meet and justify in writing how she satisfied the PIP, at the Office of Employee Appeals (OEA), the employee challenged OAG's compliance with personnel regulations requiring written notice of a failed PIP within 10 business days after the end of the PIP. OEA did not address OAG's position that the employee waived the 10-day requirement. OEA also held the termination notice was not specific enough to give the employee notice of the charges against her because it did not cite a regulation even though no authority requires such specific citation. On July 31, 2020, OAG filed an appeal, which is currently pending in the D.C. Court of Appeals.
- *Nancy Johnson v. District of Columbia*, DCCA No. 17-CV-485: OAG separated Nancy Johnson from her position as a manager in CSSD in January 2012. She sued the District of Columbia and then-Attorney General Irvin Nathan, then-Chief Deputy Attorney General Eugene Adams, and then-CSSD Deputy Attorney General Benidia Rice alleging race discrimination in violation of the District of Columbia Human Rights Act, D.C. Code § 2-1401 *et seq.*, and retaliation for making disclosures protected by the District of Columbia Whistleblower Protection Act, D.C. Code § 1-615.51 *et seq.* The Superior Court granted summary judgment in favor of defendants, and in March 2020, the D.C. Court Appeals affirmed. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.
- *Chambers v. District of Columbia*, D.C. Cir. No. 19-7098: A CSSD employee sued alleging sex discrimination arising out of several employment actions, including a recommended suspension and repeated denials of a request to transfer to a different section within CSSD. The district court entered summary judgment for the District, holding that only one claim—the denial of a lateral transfer—had been filed within the applicable limitations period and that this claim was not actionable because a denial of a

lateral transfer is not an adverse action. In February 2021, the D.C. Circuit affirmed summary judgment, holding that, under binding D.C. Circuit precedent, a lateral transfer unaccompanied by objective harm is not an adverse action and, consequently, not actionable under Title VII. Chambers had asked the Circuit to overrule its prior precedents and hold that an employer's action on a request of a pure lateral transfer can be the basis for a Title VII claim. The Court rejected that argument because it cannot, as a panel, overrule another panel. Judges Tatel and Ginsburg, however, wrote a concurring opinion stating their view that the Circuit should review this line of precedent en banc and hold that discriminatory transfer decisions are adverse actions under Title VII, even absent materially adverse consequences stemming from the decision. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.

- *Office of Risk Management v. Sheila Jordan*, DCCA No. 19-CV-432: This was an appeal of a workers' compensation matter. The Superior Court ordered a permanent partial disability award for an impairment that is not covered by the Comprehensive Merit Personnel Act and ORM sought reversal. The Court agreed with ORM and reversed the award in September 2020. This case does not name the Office of the Attorney General as a party but is being included in an abundance of caution because it complains of the agency's actions.

17. **Please list all judgments against and settlements executed by the agency or by the District on behalf of the agency, of any amount, in FY20 or FY21, to date, and provide the parties' names, the date on which the judgment was issued or settlement was executed, the amount of the judgment or settlement, and if related to litigation, the case name, docket number, and a brief description of the case. Include non-monetary costs such as backpay and leave restoration. If unrelated to litigation, please describe the underlying issue or reason for the judgment or settlement (e.g. excessive use of force, wrongful termination, sexual harassment). Please also describe any matters which are currently in settlement negotiations or for which a judgment is imminent.**

RESPONSE:

Litigation Matters

- *David Martinez v. Office of the Attorney General for the District of Columbia*, OHR No. 20-095 and EEOC No. 10C-2020-00101: In this case before the Office of Human Rights (cross filed with the Equal Employment Opportunity Commission), one of OAG's employees claimed he was denied a promotion due to his race, sex, color, and national origin. He also asserted that his supervisor harassed and retaliated against him. In March 2020, the parties reached a settlement in which the employee agreed to voluntarily resign, withdraw his OHR/EEOC case and receive the equivalent of four weeks of severance, \$9,602.56.

- *Ryan Quinn v. Office of the Attorney General for the District of Columbia*, Case No. 2019 CA 008169 B: Plaintiff sued OAG for records originally requested under the District of Columbia Freedom of Information Act. OAG provided additional documents during the litigation, and Plaintiff agreed to settle the matter for costs associated with bringing the suit. The case settled on May 15, 2020 for \$155.76.

Non-Litigation Matters

Name	Date	Amount	Description
Jerome S. Paige & Associates, LLC	9/30/20	\$5,200	Resolution of litigation costs
Neil R. Gross & Co., Inc.	9/30/20	\$1,674.20	Resolution of litigation costs
Lyft, Inc.	9/30/20	\$4,385.95	Resolution of disputed ridesharing charges
Spectrum Management	9/30/20	\$26,640	Resolution of charges for emergency cooling costs not paid by building management
vTech Solutions, Inc.	9/30/20	\$19,111.75	Resolution of disputed charges for excess computer equipment delivered
Sulzer Enterprises	2/3/21	\$4,500	Resolution of litigation costs

18. Did the agency use outside counsel in FY20 and FY21, to date? If so, for what matter(s) and in what amount(s)?

RESPONSE: Between October 1, 2019 and January 31, 2021, OAG used outside counsel to assist in the following investigations or litigation matters:

Contingency fee contracts:

- *District of Columbia v. Juul Labs, Inc.*, 2018 CA 007795 B (D.C. Superior Court)
- *District of Columbia v. Facebook, Inc.*, 2018 CA 008175 B (D.C. Superior Court)
- *District of Columbia v. Purdue Pharma L.P., et al.*, 2019 CA 003680 B (D.C. Superior Court) (terminated October 30, 2020)
- *District of Columbia v. Monsanto Co., et al.*, 2020 CA 02445 B (D.C. Superior Court)
- *District of Columbia v. Exxon Mobil Corp., et al.*, 2020 CA 002892 B (D.C. Superior Court)
- *In re Amazon Investigation* (pending antitrust investigation)
- *In re Pharmacy Benefit Manager Investigation* (pending consumer protection and false claims act investigation)

- *In re Foreclosure Investigation* (pending fair housing investigation).

The only contingency contract where amounts were paid out during this period was in the *District of Columbia v. Monsanto* matter, which resolved via a \$52,000,000 settlement. Outside counsel was paid \$7,000,000 in a contingency fee and \$335,269.32 in costs.

Other outside counsel matters:

- *Horse v. District of Columbia*, Civil Action No. 17-1216 (ABJ) (D.D.C.), \$8,508.88
- *Lynn v. District of Columbia, et al.*, 19-CV-3296 (EGS), \$17,305
- Littler Mendelson P.C. in connection with a workplace culture study, \$108,018
- O’Riordon Bethel to investigate OAG’s equal employment opportunity and other complaints while OAG’s employee investigator took a family medical leave of absence, \$12,400
- Legal advice in connection with the Anacostia River Sediment Project, cost not to exceed \$2.4 million
- Legal advice in connection with George Washington University Hospital to be built on St. Elizabeths campus, \$14,630

19. Please list the administrative complaints or grievances that the agency received in FY20 and FY21, to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to agency policies or procedures that have resulted from complaints or grievances received. For any complaints or grievances that were resolved in FY20 or FY21, to date, describe the resolution.

RESPONSE: None of these complaints or grievances has resulted in any change to agency policies and procedures.

Administrative Complaints

OAG received one administrative complaint from the Office of Human Rights filed by one of our employees in FY20. The parties resolved this matter through a settlement agreement.

OAG received an administrative complaint filed with the Equal Employment Opportunity Commission in FY21. The EEOC dismissed the matter.

Grievances

AFSCME, Local 2401

OAG received three grievances in FY20 and one grievance in FY21

AFGE Local 1403

AFGE filed no grievances in FY20 or FY21

Process to Respond

OAG first attempts to resolve grievances informally through meetings. If informal attempts at resolution are unsuccessful, OAG uses the process outlined in the applicable collective

bargaining agreements for bargaining unit employees. Generally, a labor organization or employee files the grievance at the lowest managerial level where relief can be granted.

Management has 10 to 15 working days to respond. If a grievance is not resolved at the lowest management level, the union or the employee may proceed to the next management level until the Attorney General issues a final decision. After the Attorney General's final decision, the union or employee may request arbitration and a third-party arbitrator is selected, following the process outlined in the collective bargaining agreement. Either party may seek review of an arbitrator's award by filing an appeal with the Public Employee Relations Board (PERB). Either party may seek review of PERB's decision by filing an appeal with the District of Columbia Superior Court. Lastly, either party may seek review of Superior Court's decision by filing an appeal with the District of Columbia Court of Appeals.

Under their collective bargaining agreement, attorneys may challenge the Attorney General's final decision on certain discipline by demanding non-binding arbitration.

For non-bargaining unit employees, OAG follows the process outlined in the District Personnel Manual (DPM). An employee may file a grievance with the manager who has authority to grant the relief sought, usually the Attorney General. Management's decision on the grievance is final.

Resolutions

OAG issued final decisions in all of AFSCME's grievances. AFSCME demanded arbitration in four grievances, and the matters are waiting for AFSCME to move forward with the arbitration process.

- 20. Please describe the agency's procedures for investigating allegations of sexual harassment, sexual misconduct, or discrimination committed by or against agency employees. List and describe any allegations relating to the agency or its employees in FY20 and FY21, to date, and whether and how those allegations were resolved (e.g. a specific disciplinary action, such as re-training, employee transfer, suspension, or termination).**

RESPONSE:

Investigation Procedures

Under OAG's EEO policy, employees can file allegations of sexual harassment or misconduct with OAG's EEO Director. Managers who receive complaints of sexual harassment or otherwise become aware of potential sexual harassment claims must immediately report it to the EEO Director. Upon receiving a complaint, OAG investigates the complaint to gather information on the facts and circumstances. OAG encourages employees to report complaints to OAG's EEO Director so that OAG can investigate, stop any discrimination or retaliation, and discipline the harasser.

In addition, employees may first contact one of OAG's EEO Counselors or file a claim directly with the Office of Human Rights. An EEO Counselor's primary goal is to mediate the complaint toward a successful resolution. An EEO Counselor does not investigate complaints on OAG's

behalf and has no authority to discipline. If employees choose to first file a complaint with an OAG EEO Counselor, our EEO policy requires that the EEO Counselor notify OAG's EEO Director.

Allegations against Immediate Office staff may be filed with the EEO Director or the Office of Inspector General. An independent consultant conducts investigations in those instances.

Allegations Against Agency or Employee and Resolution

FY20

- An OAG employee alleged that another OAG employee subjected him to a hostile work environment. After investigation, OAG found no hostile environment but that the complainant and the team would benefit from team-building training. OAG required the team to attend such training.
- An OAG employee alleged that another OAG employee discriminated against him and subjected him to a hostile work environment. After investigation, OAG found no discrimination or hostile environment but that the employee acted inappropriately. OAG recommended the employee attend leadership training.
- An OAG employee alleged that another OAG employee subjected her to a hostile work environment. After investigation, OAG found no hostile work environment existed.

FY21

- An OAG employee alleged another OAG employee subjected her to a hostile work environment. After investigation, OAG determined that there was no harassment or hostile environment but required the employee to attend additional training to improve the employee's manner and style of communication.
- An OAG employee alleged another OAG employee subjected her to harassment and a hostile work environment. The investigation is ongoing.
 - a. Please also identify whether the agency became aware of any similar matters in FY20 or FY21, to date, through means other than an allegation, and if so, how the matter was resolved (e.g. sexual harassment was reported to the agency, but not by the victim).

RESPONSE: OAG has not received complaints or allegations of sexual harassment, sexual misconduct, or discrimination committed by or against agency employees outside of the normal complaint process.

- 21. Please provide the Committee with a list of the total workers' compensation payments paid by the agency or on the agency's behalf in FY20 and FY21, to date,**

including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

RESPONSE: In FY20 and FY21 to date, respectively, OAG paid \$1,014.89 and \$296.36 in workers' compensation payments as detailed below.

Employee	FY20	FY21	Reason
1	\$421.51		Medical Costs
2	\$348.64		Medical Costs
3		\$296.36	Medical Costs
4	\$244.74		Medical Costs
Total	\$1,014.89	\$296.36	

22. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency, or any investigations, studies, audits, or reports on the agency or any employee of the agency that were completed during FY20 and FY21, to date.

RESPONSE:

FY20

- The Comprehensive Annual Financial Report is an annual District-wide audit conducted by an independent auditor, McConnell & Jones, LLP, and managed by the Office of the Chief Financial Officer (OCFO). The audit examines various components of the District, including human resources and payroll.
- The D.C. Auditor initiated an audit of the Settlement and Judgment Fund including OAG, ORM, and OCFO.
- In July 2020, the Office of the Inspector General completed an audit of OAG's income and expenditures for the period of July 1, 2018 through September 30, 2019 for the Attorney General Restitution Fund.

FY21

- In October 2020, the D.C. Auditor completed an audit of the Settlement and Judgment Fund including OAG, ORM, and OCFO.
- The Comprehensive Annual Financial Report is an annual District-wide audit conducted by an independent auditor, McConnell & Jones, LLP, and managed by the Office of the Chief Financial Officer (OCFO). The audit examines various components of the District, including human resources and payroll.

23. Please describe any spending pressures the agency experienced in FY20 and any anticipated spending pressures for the remainder of FY21. Include a description of the pressure and the estimated amount. If the spending pressure was in FY20, describe how it was resolved, and if the spending pressure is in FY21, describe any proposed solutions.

RESPONSE: OAG did not experience any spending pressures in FY20 and does not anticipate any spending pressures in FY21.

- 24. Please provide a copy of the agency’s FY20 performance plan. Please explain which performance plan objectives were completed in FY20 and whether they were completed on time and within budget. If they were not, please provide an explanation.**

RESPONSE: See Attachment 7.

- 25. Please provide a copy of your agency’s FY21 performance plan as submitted to the Office of the City Administrator.**

RESPONSE: See Attachment 8. As an independent agency, OAG did not submit this to the City Administrator.

- 26. Please describe any regulations promulgated by the agency in FY20 or FY21, to date, and the status of each.**

RESPONSE: No regulations were promulgated during FY20 and FY21 to date.

- 27. Please provide the number of FOIA requests for FY20 and FY21, to date, that were submitted to your agency. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.**

RESPONSE:

FY20

- Submitted - 136
- Granted in Whole - 25
- Partially granted - 25
- Denied - 30
- Withdrawn - 5
- Referred - 4
- Other disposition - 4
- Pending - 43

FY21 To Date:

- Submitted - 45
- Granted in Whole - 1
- Referred - 1
- FY21 Currently Pending - 43

Average response time - 15 days

Number of FTEs required to process requests - 1
 Estimated time responding to requests - 130 hours
 Cost of compliance - \$13,500

Due to the COVID-19 Response Emergency Amendment Act of 2020, the statutory deadlines for processing FOIA requests were suspended for any requests that were filed during the emergency closure period between March 13, 2020 and January 15, 2021. Under the FOIA Tolling Emergency Amendment Act of 2020, this tolling period was lifted on January 15, 2021 and any FOIA requests filed during the emergency closure period are now due within 45 business days of January 15, 2021, which is March 24, 2021. OAG is working diligently to meet that deadline.

- 28. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or for which the agency contracted during FY20 and FY21, to date. Please state the status and purpose of each. Please submit a hard copy to the Committee if the study, research paper, report, or analysis is complete.**

RESPONSE:

Subject	Status	Purpose	Contractor	FY
Coronavirus (COVID-19) Consumer Complaint Report (Attachment 9)	Complete	To inform the public of complaints OAG received related to COVID-19		FY21
Effectiveness of OAG's Restorative Justice diversion program for youth (Attachment 10)	Complete	Research, data collection, data analysis, and program evaluation to allow the District to analyze the effectiveness of its restorative justice diversion program	Fund for the City of New York	FY19-FY20
Cure the Streets Survey on Perceptions of Safety (Attachment 11)	Complete	Perception of violence interruption program	Keisler Social & Behavioral Research	FY20
Child Support Business Process Re-engineering	Implementation	Business process re-engineering for CSSD	Deloitte Consulting	FY20-FY21
OAG Classification & Compensation Review of Administrative Positions	Complete	Review of classification and compensation of administrative professionals	Business Management Associates	FY20

(Attachment 12)				
OAG Annual Report (Attachment 13)	Complete	Overview of OAG's accomplishments	MW Consulting, LLC	FY20-FY21
Civil Asset Forfeiture Report (Attachment 14)	Complete	Annual report on OAG's civil asset forfeiture work		FY20
Mental Health Section Reports on Emergency Petitions and Probable Cause Hearings (Attachment 15 & 16)	Complete	To update DBH on the Mental Health Section's work		FY20
FOIA Litigation Report (Attachment 17)	Complete	Annual report on OAG's FOIA litigation work		FY20-21

29. Please list in descending order the top 25 overtime earners in your agency in FY20 and FY21, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned. Please describe the process the agency uses to determine which employees are granted overtime.

RESPONSE: OAG seeks to manage costs by limiting overtime to performance of duties required by law or duties which cannot reasonably be performed during regular duty hours. The process for approving overtime in OAG's Public Safety Division, where attorneys and staff must work Saturdays and holidays, is to seek volunteers. In other OAG divisions where work cannot reasonably be performed during regular duty hours, the request for overtime is approved by the Section Chief, Division Deputy, and Chief Administrative Officer or Chief Operating Officer.

See Attachment 18.

30. For FY20 and FY21, to date, please provide a list of employee bonuses or special pay granted that identifies the employee receiving the bonus or special pay, the amount received, and the reason for the bonus or special pay.

RESPONSE: See Attachment 19.

31. For FY20 and FY21, to date, please list each employee separated from the agency with separation pay. State the amount and number of weeks of pay. Also, for each, state the reason for the separation.

RESPONSE:

FY20: Only one employee separated from the agency with separation pay.

Reason: Separated

Amount: \$13,086.38

Weeks: 4

FY21: None as of January 15, 2021.

- 32. Please provide the name of each employee who was or is on administrative leave in FY20 and FY21, to date. In addition, for each employee identified, please provide: (1) their position; (2) a brief description of the reason they were placed on leave; (3) the dates they were/are on administrative leave; (4) whether the leave was/is paid or unpaid; and (5) their current status.**

RESPONSE:

Position	Reason	Dates	Paid/Unpaid	Current Status
Clerical Assistant	Discipline	6/28/19 to 11/1/19	Paid	Separated
Support Enforcement Specialist	Discipline	8/7/19 to 11/1/19	Paid	Separated
Clerical Assistant	Discipline	8/29/2019 to 10/11/2019	Paid	Separated
Trial Attorney	Separation Agreement	1/8/20 to 1/22/20	Paid	Separated
IT Specialist	Investigation	2/26/20 to 9/18/20	Paid	Separated
IT Specialist	Investigation	2/27/20 to 9/18/20	Paid	Separated

- 33. Please provide each collective bargaining agreement that is currently in effect for agency employees. Include the bargaining unit and the duration of each agreement. Note if the agency is currently in bargaining and its anticipated completion.**

RESPONSE:

Please see Attachment 20 for the working conditions collective bargaining agreement governing the relationship between the District and AFGE lawyers for the period October 1, 2017, through September 30, 2020. Although it expired on its face, the agreement still governs the parties' relationship because AFGE timely demanded bargaining for a successor agreement. The AFGE compensation agreement expired on September 30, 2020. The District is currently negotiating successor agreements.

Please see [Attachment 21](#) for the working conditions CBA that governs the relationship between AFSCME and the District. Although the face of the CBA indicates it expired on September 30, 2010, it still governs the parties' relationship.

Please see [Attachment 22](#) for the compensation agreement for compensation units 1 and 2 governing the period October 1, 2017 through September 30, 2021.

- 34. If there are any boards, commissions, or task forces associated with your agency, please provide a chart listing the names, number of years served, agency affiliation, and attendance of each member. Include any vacancies. Please also attach agendas and minutes of each board, commission, or task force meeting in FY20 or FY21, to date, if minutes were prepared. Please inform the Committee if the board, commission, or task force did not convene during any month.**

RESPONSE: There are no boards or commissions administered by OAG. However, OAG serves on several boards and commissions; see response to question 43.

- 35. Please list all reports or reporting currently required of the agency in the District of Columbia Code or Municipal Regulations. Provide a description of whether the agency is in compliance with these requirements, and if not, why not (e.g. the purpose behind the requirement is moot, etc.).**

RESPONSE:

- Under D.C. Code § 41-312, OAG must annually publish on its website and file with the Council information regarding OAG's civil asset forfeiture efforts. OAG is currently in compliance.
 - OAG is required to file a truancy status report as required by the Attendance Accountability Amendment Act of 2013, D.C. Act 20-133 (D.C. Code § 38-209). OAG is currently in compliance.
 - Each year, OAG prepares an annual report of all FOIA litigation handled by OAG under D.C. Code § 2-538. The report tracks all FOIA litigation handled by OAG, the outcome of the case, and the amount of any fees that may have been awarded in a case. The report submitted the report to the Executive Office of the Mayor on January 19, 2021, and is attached here as [Attachment 17](#).
- 36. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.**

RESPONSE:

Date	Training Subject	Number of Attendees	Trainers
11/12/2019	Investigations and Interview Techniques	103	Bill Corboy (retired MPD)
11/15/2019	Public Sector Workers' Compensation	17	Soriya Chhe (ORM)
11/25/2019	Overstepping the Scope of Employment-Use and Abuse of Information and Instrumentalities of the Job	51	Michael Addo (OAG) and Emily Simmons (DCHR)
12/4/2019	How to Prepare for and Defend Rule 30(b)(6)	43	Alicia Cullen and Gary Kohlman (OAG)
12/10/2019	The Prosecutor's Obligations Under Brady v MD: Disclosing Exculpatory Evidence	30	Peter Saba and Jose Marrero (OAG)
12/13/2019	Mediation	51	Natalie Ludaway (OAG), Richard Levie (Superior Court), Melissa Rhea (former President, D.C. Bar), and Gary Kohlman (OAG)
1/21/2020	Updates on the Federal Rules of Civil Procedure and Overview of Critical Federal Rules of Evidence	41	William Elward
2/12/2020	The Art of Preparing an Expert witness	46	Gary Kohlman (OAG)
2/20/2020	The Art of using psychology and Persuasive Strategies in Opening Statements	34	Gary Kohlman (OAG)
2/14/2020	Ethics Training	76	Elaine Block (OAG)
6/17/2020	Introduction to 1983: Defending the Government and its Officers	91	Andrew Saindon (OAG)
6/23-24/20	Four Steps to Standout Legal Writing & Point Made	102	Ross Guberman (outside vendor)
10/15/2020	Introduction to the District of Columbia Home Rule Act	72	Laurie Ensworth, Art Parker, and Brian Flowers (OAG)
1/19/2021	Ethics Training	20	Elaine Block (OAG)
1/21/2021	Government Ethics - BEGA	16	Board of Ethics and Government Accountability

			Facilitator
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37. Please describe any initiatives that the agency implemented in FY20 or FY21, to date, to improve the internal operations of the agency or the interaction of the agency with outside parties. Please describe the results, or expected results, of each initiative.

RESPONSE: Please see response to question 1b. Please see also Attachments 7 & 8 for OAG’s FY20 and FY21 performance plans.

38. What are the agency’s top five priorities? Please explain how the agency expects to address these priorities in the remainder of FY21. How did the agency address its top priorities listed for this question last year?

RESPONSE:

The agency’s top five priorities in FY21 are as follows:

- OAG will take a leadership role on the national stage on the issue of countering hate and violent extremism. We will do so by leveraging the National Association of Attorneys General to lead on this issue, including by drafting letters to Congress, hosting programming, and providing training.
- OAG will deepen its data-driven research and analysis into the efficacy of its innovative programs, including Cure the Streets and Restorative Justice. We will do so by increasing training on data collection and by retaining experts to conduct analyses of one or more of these programs.
- OAG will propose amendments to statutes it enforces to strengthen these laws, including the Consumer Protection Procedures Act, the Nonprofit Corporation Act, and the Human Rights Act.
- OAG will seek to lead the nation on voting rights and democracy, including statehood advocacy. We will do so by looking for opportunities to lead multistate amicus coalitions, draft op-eds, and lobby Congress on these matters.
- OAG will protect District residents as the District recovers from the COVID-19 pandemic. We will do so by looking for opportunities to enforce civil rights, consumer protection, worker protection, and tenants’ rights laws and by educating consumers, and particularly seniors, on new scams that may emerge during reopening.

The agency addressed its top priorities from FY20 as follows:

- **Open data portal:** OAG made significant progress on developing a data portal, including by meeting with stakeholders to demonstrate what the portal will look like. Launch has been slowed by the lack of certain memoranda of understanding with agency partners, which were delayed due to the COVID-19 pandemic and public safety emergencies.
- **Deeper community engagement:** OAG engaged extensively with the community, particularly in a virtual setting, through Twitter chats, various community meetings, and Take30—the Attorney General’s weekly program on issues of importance to the community.

- **Website update:** OAG updated its website, and particularly its newsroom page, to make it more navigable and accessible.
- **Practice guides:** Several OAG Divisions and sections, including the Government Contracts Section, the Civil Rights Section, and the Family Services Division, created guides and manuals to improve their practice areas.
- **Review of old cases:** PLED, CLD, and the Tax and Finance Section all reviewed old cases, closed matters, and created plans toward closure of additional matters.

39. Please list each new program implemented by the agency during FY20 and FY21, to date. For each initiative, please provide:

- a. A description of the initiative;
- b. The funding required to implement the initiative; and
- c. Any documented results of the initiative.

RESPONSE: Please see response to question 1b. Please see also Attachments 7 & 8 for OAG's FY20 and FY21 performance plans.

40. How does the agency measure programmatic success? Please discuss any changes to outcomes measurement in FY20 and FY21, to date.

RESPONSE: Each year, the agency engages in a strategic planning process in which it develops performance initiatives to improve agency operations. The agency then measures its success against those initiatives. While the process stays the same, the initiatives change each year. See Attachments 7 & 8 for OAG's 2020 Accountability Report and 2021 Performance Plan.

41. What are the top metrics and KPIs regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.

RESPONSE: OAG currently does not use numerical metrics in its performance plan. OAG determined that in most cases, numeric goals do not accurately measure success and are not conducive to incentivizing performance for the District's law office. However, agency management regularly checks in on various numeric indicators tailored to OAG's diverse practice areas to gauge how a division is performing. Such numbers might include caseloads per attorney or case worker, number of consumer complaints, or resolution times for certain types of matters. OAG does rigorously evaluate certain programs with numerical data, like its use of recidivism data to evaluate our ACE Diversion and Restorative Justice work and the crime and other data to evaluate Cure the Streets. CSSD consistently measures its operations against the five major federal performance measures.

42. Please identify whether, and if so, in what way, the agency engaged The Lab @ DC in FY20 or FY21, to date.

RESPONSE: Throughout FY20 and FY21, OAG has prioritized building out its own internal data management and analytics capabilities by leveraging the expertise of its in-house data team. Due to this focus, the agency has not yet engaged with The Lab @ DC. However, as OAG's data

team shifts its attention from consolidating a foundation of practices that produce reliable *descriptive* statistics to one that can harness this data for *inferential* analysis to inform policy-making, the agency looks forward to increasing its capacity for future partnerships with District agencies such as The Lab.

43. Please list the task forces and organizations of which the agency is a member.

RESPONSE:

- AGs Education Civil Rights Working Group
- AGs Multistate Civil Rights Group
- American Bar Association - Victims of Crime Taskforce
- Attorney General's Synthetic Drug Task Force
- Baltimore Human Trafficking Taskforce
- Child Fatality Review Committee
- Child Support Guidelines Commission
- Children's Justice Act Taskforce
- Citywide Human Trafficking Taskforce
- CJCC Interagency Research Advisory Committee
- CJCC Juvenile Justice Committee
- CJCC Juvenile Justice Data Subcommittee
- CJCC Restorative Justice Workgroup
- Commission on Boys Men and Fathers
- Commission on Selection and Tenure of the Office of the Administrative Hearing
- Concealed Pistol Licensing Review Board
- Conference of Western Attorneys General
- Counsel for Court Excellence's Youth Justice Committee
- Court Education Working Group
- Crime Victims Compensation Advisory Commission
- Crime Victims Compensation Appeals Board
- Criminal Code Revision Commission
- Criminal Jury Instruction Committee
- Criminal Justice Committee
- Criminal Rules Advisory Committee
- D.C. Bar 2020-2025 Strategic Planning Committee
- D.C. Children's Advocacy Center
- D.C. Emerging Adult Justice Action Collaborative Workgroup Meeting
- D.C. Financial Crimes Taskforce
- D.C. Housing Advocates Group
- D.C. Human Trafficking Taskforce
- D.C. Long-Term Care Multi-Disciplinary Team
- D.C. Presidential Inauguration Committee, Legal Affairs Subcommittee
- D.C. Sentencing Commission
- D.C. Superior Court Civil Rules Committee
- D.C. Superior Court Civil Jury Instructions Committee

- D.C. Superior Court Juvenile Rules Committee
- D.C. Superior Court Juvenile Subcommittee
- D.C. Superior Court DPA/DSA Committee
- D.C. Superior Court JM-15 Working Group
- D.C. Superior Court Probate Division Fiduciary Compensation Working Group
- D.C. Superior Court Youth Law Fair Committee
- D.C. TROV (Training and Response for Older Victims)
- D.C. WMATA Board Member Advisory Group
- Department of Behavioral Health Officer Agent Steering Committee
- Developmental Disabilities Fatality Review Committee
- DFS Commission
- Disability Integration Implementation Working Group
- District Taskforce on Jails and Justice
- Domestic Violence Strategic Planning Committee
- Domestic Violence Fatality Review Board
- Elder Abuse Prevention Committee
- Emergency Preparedness Council
- Every Day Counts! Taskforce and subcommittees
- Fair and Justice Prosecution
- Family Court Implementation Committee, Neglect and Abuse Subcommittee
- Family Treatment Court Committee
- Federal Advisory Commission on Juvenile Justice
- Federal Inauguration Legal Subcommittee
- Gunstat
- Healthy Housing Committee
- Hope Court Committee
- International Municipal Lawyers Association
- JBBDP Stakeholders' Quarterly Meeting
- Joint Session of Congress (JSOC) Legal Subcommittee
- Juvenile Behavioral Diversion Program Committee
- Juvenile Justice Advisory Group
- Law Enforcement Task Force
- LexisNexis' Criminal Jury Instructions (Red Book) Committee
- Marijuana Private Club Task Force
- Mayor's Advisory Committee on Child Abuse and Neglect
- Mental Health Community Court Advisory Committee
- Metropolitan Area COVID-19 Anti-Fraud Taskforce
- Multi Agency Sign Regulation Working Group
- Multi-Disciplinary Team (responsible for reviewing all reports of child sexual abuse)
- Multi-Jurisdictional Juvenile Task Force
- Multistate working groups on housing, worker's rights, and environmental protection
- National Association of Attorneys General
- National Association of Child Support Enforcement
- National Compendium of State-Run Anti-Trafficking Initiatives

- National Council of Child Support Directors
- NDAA Juvenile Advisory Group
- Office of Administrative Hearings Advisory Committee
- Office of Chief Medical Examiner Citywide Child Fatality
- Police and Firefighters Retirement and Relief Board
- Prince George’s County Human Trafficking Taskforce
- Public Health Emergency Law Manual Advisory Committee
- Safe Sleep Project Advisory Group
- Seasonal Crime Initiatives (SCI, FCI, WCI)
- Sexual Assault Response Team
- State of the Union Subcommittee
- Tenant Barriers Workgroup
- United Medical Center Transition Working Group
- United States District Court Interagency Detention Working Group
- United States District Court Advisory Committee on Pro Se Litigation
- Victim Assistance Network
- Violence Fatality Review Commission
- Working Group on Mental Illness in the Criminal Justice System

44. Please explain the impact on your agency of any federal legislation passed during FY20 and FY21, to date, which significantly affected agency operations.

RESPONSE: There was no legislation passed at the federal level during the relevant period that significantly affected agency operations.

45. Please describe any steps the agency took in FY20 and FY21, to date, to improve the transparency of agency operations, including any website upgrades or major revisions.

RESPONSE: OAG made four significant upgrades to enhance users’ experience with our site and improve overall transparency related to our operations. First, in response to the COVID-19 pandemic, OAG quickly ramped up its operations to ensure District residents had the most recent and accurate information regarding COVID-19. To achieve this, OAG created a COVID-19 landing page to streamline all updates regarding OAG’s operating status; COVID-19 related town halls; tips for consumers, tenants, and workers; and other health resources. The landing page is still active while the public health emergency remains in place and includes a live feed of OAG’s recent social media posts.

OAG also embarked on a massive enhancement to its newsroom page to create a central place for OAG’s public-facing announcements, including blogs, consumer alerts, public testimony, and press releases. This enhancement project also added improved features so users could better search by keywords and filter by topics or categories. The project resulted in 40 percent improved visitor satisfaction.

In January, OAG launched a new chatbot feature to (a) provide residents with additional ways in which to file a consumer complaint, (b) make filing a consumer complaint more adaptable to their needs and capabilities, and (c) to drastically simplify the process. Before this, residents' only options for filing a consumer complaint was via an online form, the consumer protection hotline, or an email, residents are now prompted to input their information via a chat feature the moment they visit our consumer protection page, and they also have the option to text their complaints.

A final component of OAG's efforts to improve transparency has been the creation of the Public Safety Open Data Portal. This website features interactive data visualizations of key metrics from OAG's criminal section, such as those involving prosecutions, diversions, and dispositions of adult misdemeanor cases. As data sharing agreements with partner law enforcement agencies are finalized, the Data Portal will go live and OAG will join the growing number of prosecutors' offices that release data publicly (including Philadelphia, Cook County, San Francisco, Maricopa County, and Milwaukee County). In addition to providing a way for the public to become familiar with OAG's work, the user-friendly data visualizations and interactive charts and maps on the Data Portal can also be used to help promote data literacy and fluency among community members.

- 46. Please identify all electronic databases maintained by your agency, including the following:**
- a. A detailed description of the information tracked within each system;**
 - b. The age of the system and any discussion of substantial upgrades that have been made or are planned to the system; and**
 - c. Whether the public can be granted access to all or part of each system.**

RESPONSE:

- Prolaw: OAG uses Prolaw as its case management system. Prolaw includes a database that assigns case numbers and contains data for each case. Specific data include: OAG staff associated with each case, list of filings and documents, dates of court appearances, emails related to cases, demographic data for criminal cases, court appearances, copies of letters and pleadings, tasks assigned to attorneys and paralegals, and schedules for relevant case deadlines. No Prolaw data is available to the public because it is privileged or work product.
- Abacus Law: Abacus law is the case management system used by Juvenile, Restorative Justice, and Criminal Section staff. Abacus contains arrest data, mugshots (for adult criminal data), docket updates (for adult criminal data), attorney notes, or other electronic evidence. No Abacus data is available to the public because it is privileged or work product.
- District of Columbia Child Support Enforcement System: This is CSSD's most important electronic database. It is used by most of the staff to enter the names, addresses, social security numbers, assets, and income of its customers. Further, the system tracks whether

an individual has been served to go to court and what occurred at the hearings. After a child support order is established, the order is entered into this system so that an individual's financial obligations over the course of the case can be tracked. Any payments made by the non-custodial parent are tracked in this system. The database was built more than 20 years ago but is being upgraded under the capital project discussed above. The public cannot be granted access to all or part of the system.

- Unwed Births System: This database tracks paternity for children born out of wedlock and contains scanned court orders of paternity as well as acknowledgements of paternity. The database was built in 2010. The public cannot be granted access to all or part of the system.
- Infolinx: This database includes scanned versions of documents related to CSSD cases, including court orders. This system has obviated the need for staff to check out paper files and thus has reduced the number of lost files. The database was off-the-shelf software the agency began using before 2004 and that was customized and upgraded by the agency in 2011. The public cannot be granted access to all or part of the system.
- Training Information System: This database tracks what trainings have been offered and taken by CSSD Staff. The database was designed at another agency and customized and brought to CSSD in 2007. OAG needs to determine whether there may be collective bargaining or legal restrictions, but it may be possible for the public to be granted access to part of the system.
- Work Request System: This database tracks what systems enhancements and reports have been requested. The database was designed at another agency and customized and brought to CSSD in 2007. OAG needs to determine whether there are legal restrictions, but it may be possible for the public to be granted access to part of the system.
- EMPIR (Enterprise Management and Planning of Integrated Resources): This is an internal database that tracks assets and supplies across the agency. The database also includes a risk management system that allows staff to report unusual incidents. This database dates from 2006. OAG needs to determine whether there are legal restrictions, but it may be possible for the public to be granted access to part of the system.
- Open Data Portal: OAG is developing a Public Safety Open Data Portal. This website features interactive data visualizations of key metrics from OAG's criminal section, such as those involving prosecutions, diversions, and dispositions of adult misdemeanor cases. As data sharing agreements with partner law enforcement agencies are finalized, the Data Portal will go live and OAG will join the growing number of prosecutors' offices that release data publicly (including Philadelphia, Cook County, San Francisco, Maricopa County, and Milwaukee County). In addition to providing a way for the public to become familiar with OAG's work, the user-friendly data visualizations and interactive charts and maps on the Data Portal can also be used to help promote data literacy and fluency among community members.

- 47. Please provide a detailed description of any existing technology and new technology acquired in FY20 and FY21, to date, including the cost, where it is used, and what it does. Please describe the technology's projected lifespan and explain if there have been any issues with implementation.**

RESPONSE: In FY20, OAG implemented Salesforce as phase 1 of its child support enforcement system upgrade and as its new consumer complaint portal. The cost of this system was \$384,214.00. Both systems have made it easier for District residents to interact with OAG. The systems have contributed to a 55 percent increase in the number of applications for child support and a 140 percent increase in the number of consumer complaints. OAG also implemented AmazonConnect call center software at a cost of \$54,000. This software is used by customer service agents in CSSD and enabled maximum telework and enhanced call tracking statistics. Implementation of these systems was smooth, and no undue problems were encountered.

Agency-Specific Questions

- 48. Please discuss how the public health emergency related to COVID-19 affected agency operations during FY20 and FY21, to date.**

RESPONSE: For the past three years, OAG has planned and prepared for increased telework capacity, including by creating a written telework policy. Therefore, at the start of the pandemic, OAG was able to quickly and successfully shift to maximal telework. OAG increased its remote access software capacity, utilized cloud computing to strengthen its cybersecurity posture, and quickly migrated its child support call center software to the cloud, enabling customer service agents to work remotely. OAG also launched an online application for child support, eliminating the need for office visits. OAG also worked with the Superior Court to ensure that all participants in remote criminal and civil hearings could seamlessly use conferencing technology.

Although most OAG employees had a device enabling them to work remotely, OAG required devices for the remaining employees. The greatest technology challenge OAG faced was the lack of availability of devices as worldwide demand outpaced supply. Nevertheless, OAG was able to secure devices for all employees and provide training sessions on the use of software such as Adobe, Microsoft Teams, WebEx, Box, and Citrix. OAG's forward thinking information technology model positioned it well to quickly pivot to maximal telework. As a result, approximately 90 percent of OAG employees telework.

The remaining 10 percent are essential/emergency employees required to report to the office. To maximize their safety, OAG surveyed the physical office space at all three of its office locations to determine what changes should be made to the physical space and what policies should be implemented. Moreover, during the early months of the pandemic, OAG was preparing for its move to its new office space.

Regarding physical space, OAG implemented the following changes:

- Designed and installed social distancing signage;

- Created one-way directional floor plans for staff to orient themselves through the office space;
- Assigned employees to zones determined by their office location, floor, and division;
- Set a maximum capacity of 50 percent for each division thereby further reducing the maximum capacity for each floor;
- Removed excess furniture in common spaces and waiting areas to promote increased physical distancing;
- Collaborated with DGS to request physical partitions for employees in open workstations;
- Ensured adequate PPE was available for employees and potential visitors and that sanitizer stations were available at points of entry and restrooms;
- Closed common spaces (pantries, libraries, moot courtroom and conference rooms); and
- Created a phased agency move plan to minimize the number of employees simultaneously in the office and prepared visual aids to orient employees and direct movement during OAG’s Back2Pack and Back2Unpack initiatives.

A cross-section of OAG senior leaders convened to oversee and manage OAG’s COVID-19 response. The group manages OAG’s policy and ensures regular communication to all personnel from the Attorney General or Chief Deputy Attorney General.

In addition, OAG HR manages an in-house COVID-19 contact tracing system and tracks personnel movement within the building to help reduce and mitigate further exposure to others. OAG HR also created a confidential process for communicating with employees exposed or diagnosed with COVID-19 so they can receive support (including paid time off and mental and emotional health support) and regularly monitors District of Columbia Human Resources and Department of Health communications to ensure accurate and timely information is provided to OAG employees.

Finally, to promote a healthy balance during the pandemic OAG implemented a program to offer employees administrative leave (up to 10 hours per week) to take time off intermittently without loss of pay to take care of children who were learning from home, older adults, and employees’ mental health.

49. This performance oversight season, the Committee, in collaboration with the Comprehensive Homicide Elimination Strategy Task Force, is requesting that most agencies under its jurisdiction respond to several standard questions to inform the Task Force’s work. Some may not be directly applicable to your agency’s mission, but please think critically and broadly about your mission and operations when responding:

- Please describe three initiatives, programs, or projects currently underway within your agency directed at preventing homicide in the District. (Note: If you currently do not have any initiatives, programs, or projects currently underway directed at homicide prevention, please describe three ways in which your agency could play a role in reducing homicides in the District.)**

RESPONSE: OAG believes that, to address violent crime, including homicide, we must address its root causes. OAG approaches all of its work with an eye towards making the District more equitable and increasing access to safe and affordable housing, a quality education, job opportunities, and medical and mental health services, all of which play a role in reducing violent crime. OAG also has implemented several initiatives aimed specifically at reducing violent crime in the District.

As the prosecutor with jurisdiction over juvenile crime in the District, OAG seeks to address the needs of juveniles we encounter and change behaviors so that youth do not commit violent crime, including homicide. In each case, OAG assesses the needs of the child, tries to understand what caused the youth to commit the offense, and addresses those underlying needs. OAG coordinates closely with MPD to ensure youth are provided with needed services from the moment a youth encounters MPD, and that on-scene arrests are avoided where consistent with public safety, thereby reducing the trauma and harm associated with arrest. When a case is referred to OAG for prosecution, OAG assess the needs of the youth and, if appropriate, may refer youth to the ACE Diversion Program, refer the youth for services through DBH's High Fidelity Wrap Around Program, or divert the case to the Restorative Justice Program. Of course, OAG also collaborates closely with MPD to prosecute juvenile offenses where necessary and appropriate.

The ACE Diversion Program is a collaboration among DHS, Court Social Services Division, MPD, OAG, the Department of Behavioral Health (DBH), and community-based service providers. Under appropriate circumstances, OAG elects not to prosecute the youth who commit status offenses (e.g. truancy, curfew violations, extreme disobedience, and running away) or low-level delinquency offenses. Instead, OAG offers youth the opportunity to participate in the ACE Diversion Program. ACE assesses the needs of diverted youth, links youth and their families with appropriate services, and monitors program participation. The goal of the program is to help youth and their families address the underlying issues causing the negative behaviors, while minimizing the likelihood of reoffending and giving youth the opportunity to avoid a juvenile record.

The Restorative Justice Program focuses on behavior change and redemption for youth in the justice system. This program brings together the victim and the offender in facilitated restorative justice conferences to resolve the conflict, repair the harm caused, and restore the victim. The program was expanded in FY2020 to offer restorative justice conferences for certain violent offenses. In addition to the conference, it incorporates a cognitive behavioral therapy (CBT) component for the youth involved in these serious cases. Over the past year, OAG's Restorative Justice Program has focused almost exclusively on serious, violent youth crime, including firearms offenses. For youth involved in such serious matters, we now require that, in addition to successfully completing the restorative justice component, they also complete a course of 8-10 weekly group cognitive behavioral therapy sessions, a proven behavior-change intervention. OAG has partnered with trauma-informed, community-based, and culturally competent therapists to provide this therapy.

OAG also has several truancy prevention programs, including ATTEND and I Belong Here!, which aim to support youth and families with needs that are resulting in youth not regularly attending school.

OAG also developed and implemented Cure the Streets (CTS), a pilot public safety program aimed at reducing gun violence in the neighborhoods in which it operates. CTS uses a data-driven, public-health approach to gun violence by treating it as a disease that can be interrupted, treated, and stopped from spreading. Cure the Streets is based on the CURE Violence Global model, which employs local, credible individuals who have deep ties to the neighborhood in which they work. These “Violence Interrupters” de-escalate situations and attempt to avert potentially fatal shootings. They work to develop inroads and build relationships with key individuals so that they become privy to information that will enable them to detect and mediate conflicts and prevent shootings. The CTS teams also develop public education strategies that raise awareness of and denounce gun violence. Additionally, the Outreach Workers and Violence Interrupters provide support to victims of gun violence and endeavor to change community norms. They speak out against a culture of violence that has (in some cases) become socially accepted.

Each of these initiatives is addressed at length elsewhere in this document.

- b. Please describe the resources currently allocated to these initiatives, program, or projects, and describe what additional resources you would need to improve the efficacy or scale of these efforts. (Note: If you currently do not have any initiatives, programs, or projects currently underway directed at homicide prevention, please describe the resources you would need to implement the ideas detailed in response to subsection (a).)**

RESPONSE:

Restorative Justice: OAG’s Restorative Justice Program houses six full-time restorative justice facilitators, a legal assistant, and a section chief. In the fall of 2020, OAG was awarded a three-year U.S. Department of Justice grant to support restorative justice processes and cognitive behavioral therapy for youth charged with serious, violent crime in the District. With this grant, OAG will be able to hire another restorative justice facilitator and pay for three years of therapy groups for youth in the program. Additional funding would be required to expand this program.

Cure the Streets: In FY20, OAG expended \$ 4,087,386.90 (not including OAG staff salaries) to operate the Cure the Streets program. To date, in FY21, OAG has expended \$2,276,858.33 (not including OAG staff salaries) as follows: NAARC (\$1,495,445.00); Alliance for Concerned Men (\$265,000); Father Factor (\$516,413.33).³ Each site costs approximately \$795,000 per year to operate. To expand the program to additional sites would require supplemental funding of at least \$795,000 per site per year.

ATTEND: PSD houses the Juvenile Section, which prosecutes juvenile matters. It also handles truancy, runaway, and juvenile behavioral diversion program cases in the Juvenile Specialty Courts Unit and administers the ATTEND truancy prevention program. ATTEND currently

³ As noted, these figures do not include the salary and fringe benefit costs for the five OAG employees that administer the program. OAG expended \$439,931 and \$162,859 in FY20 and FY21 to date, respectively, on salary and benefits for those employees.

operates in two Ward 8 elementary schools with the highest truancy rates in the District. Pre-pandemic, expansion to a third elementary school was planned, but full implementation has been delayed. We attribute ATTEND's success to the dynamic case managers who work at the schools, engage with parents, kids, and school personnel to identify the reasons kids are missing school and ways to address the challenges with each child's parents. To expand this program to other elementary schools, additional funding for personnel is necessary.

- c. **Please describe how your agency is working collaboratively with other District agencies toward the goal of reducing homicides. Please also describe how your agency is engaging non-governmental organizations and the community at large on the issue of homicide prevention. (Note: If you currently do not have any initiatives, programs, or projects currently underway directed at homicide prevention, please describe with whom you would collaborate and how you would engage the community in order to implement the ideas detailed in response to subsection (a).)**

RESPONSE:

OAG is an active participant in the Criminal Justice Coordinating Committee (CJCC), which has as its central focus reducing gun violence in the District. OAG participates in the following CJCC committees: Gunstat, Combatting Violent Crime, Disposition Modernization Project, Inter-Agency Working Group, and other committees led by CJCC;

OAG also works closely with MPD to address juvenile crime, including by collaborating with MPD to revise its general order on juvenile arrests and providing a hotline for officers to call before making a juvenile arrest. This initiative is explained in detail in response to Questions 58 and 59.

OAG works with the Superior Court of the District of Columbia in its Drug Intervention program, Redirect Project Diversion Program, and Mental Health Community Court.

OAG partnered with DBH to refer more youth to the High Fidelity Wrap Around Program, which provides coordinated care and wrap around services for children and their families who have complex needs. The services include mental health, academic, and financial support, and family counseling. This program is explained in more detail in response to Question 58.

The ACE Diversion Program is a collaboration among DHS, Court Social Services Division, MPD, OAG, the Department of Behavioral Health (DBH), and community-based service providers.

OAG is developing a collaboration with numerous agencies, including MPD, to educate youth about the danger of engaging in criminal activity, especially weapons offenses. Specifically, OAG is working with the MPD Juvenile Processing Center and the MPD Recidivist Unit to develop a curriculum to teach youth to avoid the pitfalls that lead to criminal activity. This outreach effort is tentatively scheduled to begin in the summer of 2021 and will feature a series of sessions in which OAG and MPD engage with youth and introduce strategies to avoid becoming involved in the juvenile justice system.

The Restorative Justice Program has partnered with two community-based therapeutic service providers to provide cognitive behavioral therapy to youth in the program: Ascensions Psychological Services, Inc., and the Institute for Behavioral Regulation, LLC.

OAG also regularly participates in community meetings sponsored by Council members and ANC commissioners. These meetings afford OAG the opportunity to communicate with the community about OAG's work and provides constituents with the opportunity to inform OAG about any concerns.

OAG responded to over 300 community complaints related to drug-, firearm- and prostitution-related nuisance activity in the District in FY20. To educate the public about the District's civil enforcement of the nuisance statute, in FY20, OAG conducted a training of MOCRS (Mayor's Office of Community Relations and Services) staff, and then collaborated with MPD to provide a training to each of the seven MPD Districts.

In June 2020 OAG filed a complaint against DCHA over DCHA's failure to confront ongoing drug- and firearm-related nuisances at 10 properties in Wards 1, 5, 6, and 7, which are home to more than 5,000 District residents. The settlement requires DCHA to install and maintain lights and security cameras, hire additional security personnel, secure vacant units, perform daily inspections, and perform frequent property maintenance. In addition to making security upgrades, DCHA must also engage with residents and other community stakeholders about safety issues on a regular and ongoing basis, provide \$500,000 in funding over five years for violence interruption services, and report monthly to OAG regarding compliance.

Cure the Streets partners with community-based organizations to implement the program.

In January 2021, OAG began developing a Multi-Jurisdictional Crime Task Force to respond to an increase in crimes being committed by young people across multiple jurisdictions. OAG, in conjunction with the Office of the States' Attorney in Prince George's County and Montgomery County, is creating a task force to combat multi-jurisdictional crimes.

- d. Please describe how you currently measure (or would measure) the efficacy of the aforementioned initiatives, programs, or projects. Additionally, if three metrics related to homicide prevention were added to your Key Performance Indicators ("KPIs"), what should those metrics be?**

RESPONSE: OAG measures recidivism rates of youth who are accused of criminal behavior, including comparing recidivism rates of youth who are referred to diversion programs and those who are not. OAG also analyzes recidivism rates of youth who participate in Restorative Justice. OAG also measures rates of satisfaction of victims of crime who participate in Restorative Justice. These analyses are explained in response to Questions 54 and 55.

The goal of CTS is to reduce the frequency of shootings and homicides within the target areas. OAG tracks gun-related violent incidents in the target areas year over year and as compared to gun violence rates in the District overall. OAG also tracks data associated with the activities of the program and with community perceptions of violence in the target areas. This data is provided in response to Question 69.

These are the metrics that would be added to OAG's Key Performance Indicators related to homicide prevention.

50. Please describe the progress OAG has made regarding major class actions against the District involving judicial oversight.

- *Jerry M. v. District of Columbia*, 1985 CA 001519 B: On January 6, 2021, judicial oversight of DYRS ended in accordance with a January 31, 2020 settlement agreement and with court approval. As part of the settlement, the District established the Office of Independent Juvenile Justice Facilities Oversight to ensure the durability of the *Jerry M.* reforms.
- *D.L. v. District of Columbia*, Civil Action No. 05-1437 (RCL): *D.L.* is a 16-year-old class action in which preschool children with disabilities obtained injunctive relief against the District based on alleged systemic deficiencies in the District's preschool special education program. Plaintiffs contend the District violates the IDEA, the Rehabilitation Act, and local law. In 2011, the court held a bench trial and later that year, found the District liable and instituted injunctive relief. Following an appeal by the District, in 2013, the D.C. Circuit vacated class certification, the liability finding against the District, and the injunction; it remanded the case for further proceedings. The district court subsequently recertified four subclasses of children and permitted the Parties to engage in discovery. A second trial followed in November 2015. On May 18, 2016, the Court issued a Memorandum Opinion and Order finding against the District on all triable issues and entering structural injunctive relief modeled on the relief ordered in 2011. The District continues to work towards compliance with the requirements of the injunction.
- *LaShawn v. Bowser*, Civil Action No. 89-01754 (TFH): *LaShawn* is a long-running consent decree case governing several aspects of the District's child welfare system, which includes child protection services and the foster care system. In December 2010, the court entered the Implementation and Exit Plan (IEP) that set forth 88 Exit Standards in two categories: 60 were outcomes to be achieved and 28 were outcomes to be maintained. The Parties conducted settlement discussions in July 2019, and ultimately agreed on an Exit and Sustainability Plan (ESP) to guide the termination of the lawsuit. The ESP, entered by the Court on October 31, 2019, removed Court monitoring 56 Exit Standards that had been achieved and maintained over several years. The plan also provided for an intensive focus on the remaining important outcomes to be achieved and incorporated specific new commitments by the District to improve foster care placement.

In July 2020, the parties reached a settlement agreement that includes additional commitments by CFSA and a timeline for the District to exit the litigation. On August 7, 2020, the Parties submitted the settlement agreement with a joint motion for preliminary approval. After a hearing on August 20, 2020, the Court preliminarily approved the settlement and set a fairness hearing for June 1, 2021. The settlement agreement positions the agency for self-regulation and public accountability when the District fully exits from court oversight, which the parties anticipate as early as Summer 2021.

- *Salazar v. District of Columbia*, Civil Action No. 93-452 (TSC). *Salazar* is a long-running consent decree case, originally filed in 1993, governing several aspects of the District’s administration of Medicaid, including: (1) service delivery of the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit; (2) notice of the availability of the EPSDT benefit; (3) timely processing of initial applications for Medicaid eligibility; (4) adequate advance notice of termination from Medicaid benefits during annual renewal; and (5) reimbursement of eligible out-of-pocket expenditures. Provisions relating to the third category were dismissed by consent in 2009 after the parties agreed that the District had satisfied the exit criteria, and the provisions relating to the fourth category were dismissed by court order in 2013 because those requirements conflicted with the Affordable Care Act. The single remaining claim involves service delivery of the EPSDT benefit to children enrolled in Medicaid. The case is aggressively litigated, resulting in numerous additional court orders which broaden the scope of required compliance by the Department of Health Care Finance.

On November 5, 2019, the District renewed its motion to terminate court oversight, maintaining that it has satisfied the conditions of the Settlement Order or, alternatively, that court oversight is no longer appropriate given there is no ongoing legal violation. Briefing is stayed until further order of the court.

- 51. For FY20 and FY21, to date, please list all cases in which the District was ordered to pay or receive attorneys’ fees. Please include the name of the case, the agency involved, the statute pursuant to which the court ordered attorneys’ fees, and the amount of fees paid and/or received.**

RESPONSE:

Cases in which the District was ordered to pay fees

Case Name	Agency	Statute	Amount
<i>LaShawn v. Bowser</i>	CFSA	42 U.S.C. § 1988	\$108,164.19
<i>Salazar v. District of Columbia</i>	DHCF	42 U.S.C. § 1988	\$749,991.80
<i>D.L. v. District of Columbia</i>	OSSE and DCPS	20 U.S.C. § 1415(i)(3)	\$6,730,182
<i>Kiona Battle v. ORM & CFSA</i>	ORM	D.C. Code § 1-623.27	\$23,506.86
<i>Phillis Shipman v. ORM & DBH</i>	ORM	D.C. Code § 1-623.27	\$12,697.14
<i>PERB & FOP v. MPD (Jay Hong)</i>	MPD	No specific statutory authority; bad faith exception to the American Rule	\$1,226 (for FOP); \$1,675 (for PERB)
<i>Luigi Buitrago v. ORM and DOH</i>	ORM	D.C. Code § 1-623.27	\$2,587.20
<i>Reginald McCoy v. ORM & DDOT</i>	ORM	D.C. Code § 1-623.27	\$370.12

<i>Leiana D. Merryweather v. ORM & OSSE</i>	ORM	D.C. Code § 1-623.27	\$7,200
<i>James Davidson v. ORM</i>	ORM	D.C. Code § 1-623.27	\$15,000
<i>PERB & FOP v. MPD (Taunya Johnson)</i>	MPD	D.C. Code § 1-617.13	\$14,007.76
<i>Yolanda Pauling v. ORM & MPD</i>	ORM	D.C. Code § 1-623.27	\$6,168.59
<i>Yolanda Pauling v. ORM & MPD</i>	ORM	D.C. Code § 1-623.27	\$4,505.00
<i>Pernell Carter v. ORM & DDOT</i>	ORM	D.C. Code § 1-623.27	\$11,065.02
<i>Phillis Shipman v. ORM & DBH</i>	ORM	D.C. Code § 1-623.27	\$3,600
<i>District of Columbia v. Capital Petroleum Group</i>	OAG	D.C. Code § 42-3103	\$13,221.50 ⁴
<i>B.J. v. District of Columbia</i>	DCPS	20 U.S.C. §§ 1411-19	\$94,565.63
<i>Jones v. District of Columbia</i>	DCPS	20 U.S.C. §§ 1411-19	\$80,480.60
<i>Rose v. District of Columbia</i>	MPD	D.C. Code § 2-532	\$8,000
<i>Terry v. District of Columbia</i>	DCPS	20 U.S.C. §§ 1411-19	\$78,220.87
<i>U.F., et al. v. District of Columbia</i>	DCPS	20 U.S.C. §§ 1411-19	\$548,320.54 ⁵
<i>Jerry M. v. District of Columbia</i>	DYRS	42 U.S.C. § 1988	\$103,836.33

Cases in which fees were ordered paid to the District

Case Name	Agency	Statute	Amount
<i>Genet Amare v. District of Columbia</i>	DCRA	Super. Ct. Civ. R. 37	\$4,438
<i>Emmaniece Gordon v. District of Columbia</i>	OCP	Super. Ct. Civ. R. 37	TBD (the court has ordered fees for the District, but has not yet ordered an amount)
<i>Anthony Morris v. District of Columbia</i>	DYRS	Super. Ct. Civ. R. 37	TBD (the court has ordered fees for the District, but has not yet ordered an amount)
<i>Sharon Oliver v. District of Columbia</i>	DDOT	Super. Ct. Civ. R. 37	\$2,770
<i>In re LIBOR antitrust</i>	OAG	D.C. Code § 29-	\$70,788.25

⁴ Stayed pending appeal.

⁵ This involved three different plaintiffs seeking fees as prevailing parties in four hearing officer matters.

investigation		1001.01	
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52. For FY20 and FY21, to date, please list all court cases appealed by OAG, the agency involved in the case, and the outcome of such appeals.

RESPONSE:

- *D.C. Metropolitan Police Department v. D.C. Public Employee Relations Board*, DCCA No. 19-CV-1115, MPD: After the Public Employee Relations Board (“PERB”) affirmed an arbitration award ordering the Metropolitan Police Department to reinstate an officer that it had terminated after he shot an unarmed man while off duty, OAG petitioned for review in the Superior Court of the District of Columbia. The Superior Court affirmed PERB’s decision, and OAG appealed to the D.C. Court of Appeals. OAG has filed its opening brief arguing that the arbitration award is contrary to law and public policy. The case remains pending.
- *Edward Banks v. Quincy Booth*, D.C. Cir. No. 20-5216, DOC: This is an appeal of a preliminary injunction involving the Department of Corrections and conditions at the D.C. Jail related to COVID-19 pandemic. The appeal is in briefing.
- *Enzo Costa v. Barbara Bazron*, D.C. Cir. No. 20-7055, DBH: This is an appeal of a preliminary injunction involving the Department of Behavioral Health and conditions at Saint Elizabeths Hospital related to the COVID-19 pandemic. The appeal is in briefing.
- *Office of Risk Management v. Sheila Jordan*, DCCA No. 19-CV-432, OAG: This was an appeal of a workers’ compensation matter. The Superior Court ordered a permanent partial disability award for an impairment that is not covered by the Comprehensive Merit Personnel Act, and ORM sought reversal. The Court agreed with ORM and reversed the award in September 2020.
- *D.C. Department of Corrections v. D.C. Department of Employment Services*, DCCA No. 20-AA-525, DOC: This is a workers’ compensation appeal that is in briefing. The Department of Corrections and Office of Risk Management are challenging a decision of the Department of Employment Services’ Compensation Review Board that awarded the continuation of temporary disability compensation and medical benefits for a condition that is no longer temporary and evidence supports that the condition is not causally related to the work injury.
- *District of Columbia v. Bongam*, DCCA Nos. 18-CV-187 & 18-CV-360, OAG: This is a wage theft case. The District filed claims on behalf of over 130 employees for unpaid wages and liquidated damages. The Superior Court awarded damages to a subset of the employees, and the District appealed seeking a remand to award damages to the remaining employees. The case was argued in June 2020 and is pending decision.

- *D.C. Public Schools v. D.C. Department of Employment Services*, DCCA Nos. 17-AA-1049 & 17-AA-1094, DCPS: This is a petition for review from the decision of the Compensation Review Board giving a former teacher a schedule award for a permanent partial disability to her right arm for injuries incurred during her employment. DCPS argued that the award should be reduced in line with what the Administrative Law Judge had awarded based on objective evaluations by two physicians. The teacher cross-appealed to challenge the regulations under which such determinations are made and to argue in favor of an award of simple interest instead of compound interest. The case was argued in October 2020 and is pending decision.
- *District of Columbia v. D.C. Contract Appeals Board*, DCCA No. 19-AA-241, DDOT: This is a petition for review from an award by the Contract Appeals Board of \$251,237 plus interest in favor of Fort Myer, a contractor, on behalf of a subcontractor, Metro Paving, in a fixed-price, five-year contract for specific work units for road repair, based on an equitable adjustment for increased labor costs owing to the mandatory minimum wages required by Department of Labor wage decisions under the Davis-Bacon Act. The District argued that the subcontractor was already compensated for these increases in labor costs by its entitlement to compensation under unit price schedules that escalated during each option year. The case was argued in December 2020 and is pending decision.
- *Metropolitan Police Department v. Public Employee Relations Board*, DCCA No. 19-CV-1161, MPD: OAG filed this appeal on behalf of the Metropolitan Police Department to challenge an arbitration award that required the reinstatement of a police officer, Paul Lopez, who was fired for misconduct. The case is in briefing.
- *D.C. Department of Transportation v. 1742 W Street LLC*, DCCA No. 19-AA-1224, DOT: OAG filed this appeal on behalf of the Department of Transportation to challenge an order by the Office of Administrative Hearings that dismissed a notice of violation for non-permitted excavation in a public area. After OAG filed the appeal, the Office of Administrative Hearings requested that the case be remanded for reconsideration. The Court of Appeals remanded the case.
- *District of Columbia v. Lipnick*, DCCA No. 20-CV-188, DDOT/EOM/ORM: OAG filed this appeal on behalf of the Executive Office of the Mayor and the Office of Risk Management to challenge a Superior Court order dismissing the District's claims that a contractor had negligently repaired a sidewalk, causing a pedestrian to trip and suffer significant injuries. After filing the appeal, the District reached a settlement with the contractor, which paid the District \$15,000.
- *D.C. Department of Human Services v. D.C. Department of Employment Services*, DCCA No. 20-AA-541, DHS/ORM: OAG filed this appeal on behalf of the Department of Human Services and the Office of Risk Management to challenge an order of the Compensation Review Board which held that an employee of the Department of Human Services, Treshawn Jones, was entitled to workers' compensation benefits for injuries suffered during an altercation with security guards. The petitioning agencies contend that

Ms. Jones is not entitled to these benefits because her injuries were caused her own willful misconduct. The briefing of the appeal remains ongoing.

- *District of Columbia v. BET Acquisition Corp.*, DCCA Nos. 20-CV-612 & 20-CV-613, EOM: OAG filed this interlocutory appeal on behalf of the Executive Office of the Mayor to challenge a Superior Court order that required the District to consent to the sale of ground leases held by Black Entertainment Television to a third party, Jemal's TEB LLC. The Superior Court held that the District, as lessor, had unreasonably withheld its consent to the assignment. After the District appealed, the sales agreement between Black Entertainment Television and Jemal's TEB was terminated. The District has therefore moved to dismiss its interlocutory appeal as moot.
- *D.C. Office of the Attorney General v. D.C. Office of Employee Appeals (Rachel George)*, DCCA No. 20-CV-482, OAG: OAG appealed from an adverse OEA decision in this personnel matter involving an OAG employee who was terminated after failing a PIP. The legal question is whether the employee and OAG could agree to extend the time set by regulation for OAG to issue a written decision on the PIP. The case is in mediation in the Court of Appeals.
- *D.C. Department of Human Services v. Washington Legal Clinic for the Homeless*, DCCA No. 21-CV-16, DHS: This is a FOIA case in which an advocacy group for the homeless seeks emails to Department of Human Services seeking emergency shelter for the homeless. The issue is whether the trial court has allowed sufficient redactions in the material to protect the privacy of individuals identified in the emails. The case is awaiting briefing.
- *D.C. Metropolitan Police Department v. D.C. Public Employee Relations Board (Mayra Garcia)*, DCCA No. 19-CV-228, MPD: MPD terminated a female officer in 2008 after she assaulted her boyfriend. PERB reversed, concluding that male officers who committed domestic violence were treated more leniently. MPD appealed and then settled with the officer for \$815,000 (a portion of the back pay and benefits owed) in exchange for the officer's resignation. OAG is awaiting confirmation that the officer received her check and will then dismiss the appeal.
- *D.C. Metropolitan Police Department v. D.C. Office of Employee Appeals (Paula Edmiston)*, DCCA No. 19-CV-177, MPD: An MPD captain engaged in conduct unbecoming an officer (she was verbally abusive to a cashier and another customer at a grocery store). An MPD Trial Board approved demoting her a rank, but then-Chief Ramsey increased the sanction to a termination, contrary to a regulation that the Chief cannot increase the penalty recommended by a trial board. OAG took an affirmative appeal, but MPD settled this matter in exchange for the officer's retirement.
- *In re Z.M.*, DCCA No. 20-FS-770, CFSA: CFSA removed one-year-old Z.M. from his mother's care because she repeatedly failed to pick him up from day care, and the day care and CFSA were unable to reach her for hours. The magistrate judge found that Z.M.

was a neglected child under D.C. Code § 16-2301(9)(A)(iii) and (iv), and the mother appealed. The Associate Judge reversed, and the Magistrate Judge closed the neglect case and sent the child home. With respect to D.C. Code § 16-2301(9)(A)(iv), the court found that the day care was not caring for the child and therefore could not state an intent to discontinue care. CFSA appealed. The matter is ready for briefing, although a briefing order has not yet issued. The guardian ad litem indicated an intent to move to dismiss as moot.

- *D.C. Metropolitan Police Department v. D.C. Public Employee Relations Board (Sugg-Edwards)*, DCCA No. 19-CV-131, MPD: OAG filed an affirmative appeal in this MPD personnel matter involving an officer convicted of misdemeanor sexual assault, where PERB ordered that the officer be reinstated. OAG voluntarily dismissed the appeal in October 2019.
- *J.T. v. District of Columbia*, D.C. Cir. No. 19-7144, DCPS: This case involved a complaint by J.T. against D.C. Public Schools (“DCPS”) that asserted that certain provisions included in her son’s 2017 individualized education program denied him a free appropriate public education. The district court dismissed the action as moot. J.T. appealed, and DCPS filed a protective cross appeal to preserve its right to argue that J.T.’s case also failed on the merits. DCPS later voluntarily dismissed its cross appeal and argued only that the district court properly dismissed the case for lack of subject matter jurisdiction. On December 29, 2020, the Circuit affirmed the district court’s judgment.
- *D.C. Department of Corrections v. D.C. Department of Employment Services*, DCCA No. 19-AA-793, DOC: This appeal of a workers’ compensation matter was dismissed in October 25, 2019.
- *District of Columbia v. Capitol Petroleum Group, LLC, et al.*, D.C.C.A. No. 20-CV-767, This is an appeal of a denial of a motion for summary judgment requesting that a property owner hire private security guards to abate a drug-related nuisance under the Drug-, Firearm-, and Prostitution-Related Nuisance Abatement Act. OAG brought a nuisance action against a gas station. The Superior Court agreed that the property was a drug-related nuisance that adversely affects the community but declined to require the property owners or managers to abate the nuisance by hiring private security guards. The District appealed on December 20, 2020. The Court of Appeals has not issued a briefing order yet.
- *District of Columbia v. Towers*, D.C.C.A. Nos. 21-CV-34, 21-CV-35, 21-CV-36, 21-CV-37 & 21-CV-38 (consolidated): This is an appeal of a Superior Court order invalidating the District’s moratorium on filing actions for possession of property during the public health emergency and for 60 days after, D.C. Code §16-1501(b). OAG intervened in the Superior Court to defend the constitutionality of the law. The District appealed on January 14, 2021, and OAG filed a motion for a stay pending appeal, which the Court of Appeals has not yet acted on.

53. For FY20 and FY21, to date, please list all amicus briefs joined by OAG on behalf of the District, along with a brief description of the case.

RESPONSE:

Supreme Court

- *FTC v. Credit Bureau Center, LLC*, Supporting petitioner, Concerning whether Section 13(b) of the Federal Trade Commission Act authorizes a district court to enter an injunction ordering the return of unlawfully obtained funds.
- *Rutledge v. Pharmaceutical Care Management Association*, Supporting petitioners in lawsuit concerning the regulation of pharmacy benefit managers, who profit off the difference between the rates at which they reimburse pharmacies and the drug prices they charge health plans.
- *Trump v. Vance*, Supporting respondents, concerning whether the Constitution provides a sitting President absolute immunity from any form of criminal process or investigation.
- *Our Lady of Guadalupe School v. Morrissey-Berru; St. James School v. Biel*, Supporting respondents, concerning a “ministerial exception” grounded in the Religion Clauses of the First Amendment, which bars application of the employment discrimination laws to claims concerning the employment relationship between a religious institution and its ministers.
- *Kansas v. Boettger*, Supporting petitioner, concerning whether the First Amendment prohibits a state from criminalizing threats to commit violence communicated in reckless disregard of the risk of placing another in fear.
- *Ford Motor Co. v. Montana Eighth Judicial District Court; Ford Motor Co. v. Bandemer*, Supporting respondents, concerning personal jurisdiction.
- *Trump v. Pennsylvania & New Jersey; Little Sisters of the Poor v. Pennsylvania*, Supporting the respondents, concerning: (1) whether the agencies had statutory authority under the Affordable Care Act and Religious Freedom Restoration Act to expand the exemptions to the contraceptive mandate; (2) whether the final rules are invalid under the Administrative Procedure Act; and (3) whether the Third Circuit erred in affirming a nationwide preliminary injunction.
- *Pennsylvania v. Davis*, Supporting petitioner, concerning whether the Fifth Amendment right against self-incrimination permits a suspect to refuse to unlock his electronic devices (cell phone, computer, external drives, etc.) even if law enforcement has a warrant.
- *Montgomery v. Louisiana*, Supporting petitioner in a criminal justice case involving juvenile life-without-parole sentencing.
- *Lieu v. Federal Election Commission*, Supporting petitioner, concerning the limits on contributions to political action committees.
- *Fulton v. City of Philadelphia*, Supporting respondent, concerning whether the City of Philadelphia can require that private foster care agencies with whom it contracts not discriminate against same-sex couples, or whether such a nondiscrimination requirement violates the First Amendment.
- *American College of Obstetricians & Gynecologists v. U.S. FDA*, Supporting plaintiffs-respondents, concerning access to mifepristone, an oral medication used to induce an abortion, during the COVID-19 pandemic.

- *Middleton v. Andino*, Supporting plaintiffs-respondents, concerning whether South Carolina’s absentee-voting witness requirement puts South Carolina voters in the impossible position of deciding whether to risk exposure to COVID-19 to exercise their voting rights.
- *FCC v. Prometheus Radio Project*, Supporting respondents in their quest to bring greater diversity to broadcast media.
- *People First of Alabama v. Merrill*, Supporting petitioner in case involving a challenge to several voting restrictions imposed by Alabama—including its witness, notarization, and voter ID requirements.
- *Facebook v. Duguid*, Supporting respondent, concerning whether a system Facebook uses to alert users that their accounts have been accessed by unknown devices falls under the Telephone Consumer Protection Act’s definition of an “automated telephone dialing system.”
- *Wise v. Circosta*, Supporting the state-defendant-respondent, concerning the North Carolina Board of Election’s agreement to extend the deadline by which absentee ballots must be received to be counted.
- *AMG Capital Management LLC v. FTC*, Supporting respondent, concerning whether Section 13(b) of the Federal Trade Commission Act, which authorizes injunctions allows the FTC to obtain restitution.
- *Lange v. California*, Supporting petitioner and respondent, concerning whether the “hot pursuit” exception to the warrant requirement for in-home arrests should be applied to situations in which an officer has probable cause to believe only a misdemeanor has been committed.
- *Brnovich v. Democratic National Committee, Arizona Republican Party v. Democratic National Committee*, Supporting Plaintiff in the interpretation of Section 2 of the Voting Rights Act.
- *CA v. DHS*, Supporting plaintiff in challenge to DHS’s Final Rule “Procedures for Asylum and Withholding of Removal; Credible Fear and Reasonable Fear Review.”
- *BP PLC v. Mayor and City Council of Baltimore*, Supporting respondent in challenge to the proper interpretation of 28 U.S.C. § 1447(d), which governs appellate review of orders remanding cases back to state court following removal to federal court.
- *Thompson v. Clark*, Supporting petitioner, clarifying standard for malicious prosecution claims.
- *Texas v. Pennsylvania et al.*, Supporting defendants in original jurisdiction challenge concerning whether the Supreme Court should temporarily prevent Georgia, Michigan, Pennsylvania, and Wisconsin from certifying their 2020 election results because changes to those states’ election procedures in light of the COVID-19 pandemic allegedly violated the Constitution.

State Supreme & Appeal Court

- *Community Success Initiative v. Moore*, N.C., Supporting plaintiffs in a challenge to North Carolina’s felon disenfranchisement statute.
- *Texas v. Hollins*, Tex. App., Supporting plaintiff, concerning the State of Texas’s attempt to block one of its county clerks from sending vote-by-mail applications to all registered voters ahead of the November election.

- *Lambert v. Benson, Davis v. Benson*, Mich. Ct. App., Mich., Supporting defendant in support of the Michigan Secretary of State’s authority to ban the open carriage of guns at and near polling places on election day.
- *Oklahoma v. Johnson & Johnson*, Okla., Supporting plaintiff-appellee Oklahoma in defending a trial verdict against Johnson & Johnson for its role in perpetuating the opioid crisis.
- *Schroeder v. Simon*, Minn. Ct. App., Supporting plaintiffs-appellants in their state constitutional challenge to Minnesota’s felony disenfranchisement scheme.
- *State v. Misch*, Vt. S. Ct., Supporting Vermont in opposing a state constitutional challenge to the State’s regulation of large capacity ammunition magazines.

Federal Appellate Court

- *Doe v. Trump*, 9th Cir., Supporting plaintiffs-appellees, concerning Presidential Proclamation No. 9945, which bars entry of immigrants who cannot establish, to the satisfaction of a consular officer, that they will be covered by an “approved” health insurance plan within 30 days of entering the United States, or who lack the “financial resources” to pay for “reasonably foreseeable medical costs.”
- *American Public Power Association v. FERC*, D.C. Cir., Supporting respondent, concerning FERC orders adopting regulations requiring Regional Transmission Organizations and Independent System Operators to revise their tariffs to remove barriers to participation by electric storage resources in the wholesale electricity markets.
- *Kearns v. Cuomo*, 2d Cir., Supporting defendants-appellees, concerning two cases where county clerks challenged a new New York statute that allows residents to get driver’s licenses without proof of legal immigration status.
- *Al Otro Lado v. Wolf*, 9th Cir., Supporting plaintiffs-appellees, concerning the federal government’s “Turnback Policy,” which included a “metering” system in which immigration officials instructed asylum seekers to “wait their turn” in Mexico for asylum processing.
- *Velasco Lopez v. Decker*, 2d Cir., Supporting appellee, concerning whether under the Due Process Clause, the federal government or the immigrant bears the burden of proving by clear and convincing evidence that a detained immigrant should not be released pending removal proceedings because he is dangerous or poses a flight risk.
- *Preterm-Cleveland v. Himes*, 6th Cir., Supporting plaintiffs-appellees, concerning Ohio’s H.B. 214 law, which prohibits an abortion provider from performing an abortion if the person “has knowledge” that the woman seeks to terminate her pregnancy, in whole or in part, because of a prenatal diagnosis or indication that the fetus has Down syndrome.
- *Reid v. Donelan*, 1st Cir., Supporting petitioners-appellants, arguing that mandatory detention under Section 1226(c) violates the Due Process Clause of the Fifth Amendment.
- *New Hampshire Lottery Commission v. Barr*, 1st Cir., Supporting plaintiffs-appellees, concerning whether section 1084(a) of the Wire Act applies only to transmissions related to bets or wagers on a sporting event or contest.
- *In re Abbott*, 5th Cir., Supporting plaintiffs-appellees, concerning Texas’s ban on abortion services during COVID-19 pandemic.

- *South Wind Women’s Center v. Stitt*, 10th Cir., Supporting the plaintiffs-appellees in a challenge to Oklahoma’s ban on abortions during the COVID-19 pandemic.
- *In re Rutledge*, 8th Cir., Supporting respondents in a challenge to Arkansas’s ban on abortions during the COVID-19 pandemic.
- *Adams & Boyle v. Slatery*, 6th Cir., Supporting plaintiffs-appellees in a challenge to Tennessee’s ban on abortions during the COVID-19 pandemic.
- *303 Creative LLC v. Elenis*, 10th Cir., Supporting appellee in a case concerning two provisions of Colorado’s public accommodations law: (1) the “Accommodations Clause,” which prohibits discrimination in the provision of goods and services on various bases, including on the basis of sexual orientation; and (2) the “Communications Clause,” which prohibits the publication of any communication that advises that goods or services will be refused to patrons on the basis of, among other grounds, sexual orientation.
- *Mayor & City Council of Baltimore v. Azar*, 4th Cir., Supporting plaintiffs-appellees in a challenge to the so-called “gag-rule” for Title X health-care providers, which adversely affects access to important family planning and preventative health services.
- *New York v. U.S. Dep’t of Justice*, 2d Cir., Supporting plaintiffs-appellants, concerning the Department of Justice’s imposition of immigration-related conditions on the receipt of 2017 Edward Byrne Memorial Justice Assistance Grant Program funds.
- *United States v. Safehouse*, 3d Cir., Supporting defendant-appellee, concerning the need for states, cities, and non-profits to craft creative solutions to the dire public health problem caused by the opioid crisis—solutions that are necessarily specific to local needs and conditions and should not be stymied by unnecessary federal interference.
- *New York v. EPA*, D.C. Cir., Supporting petitioner, concerning the EPA’s decision to rollback certain requirements applicable to hydrofluorocarbons, which are ozone-depleting substances that contribute to climate change.
- *Pereira Brito v. Barr*, 1st Cir., Supporting petitioner-appellant, concerning the required procedures at immigration court bond hearings for aliens detained under 8 U.S.C. § 1226(a).
- *Air Transport Ass’n of America, Inc. v. Washington State Dep’t of Labor & Industries*, 9th Cir., Supporting appellees, concerning Washington State’s paid sick leave law as applied to flight crew employees.
- *Students for Fair Admissions, Inc. v. President & Fellows of Harvard College*, 1st Cir., Supporting appellee, concerning complaint alleging that Harvard College violates Title VI of the Civil Rights Act of 1964 by discriminating against Asian-American applicants in its undergraduate admissions process.
- *Ryan v. U.S. Immigrations & Customs Enforcement*, 1st Cir., Supporting plaintiff-appellee, concerning ICE’s policy and practice of conducting civil immigration arrests inside Massachusetts state courthouses.
- *Competitive Enterprise Institute v. NHTSA*, D.C. Cir., Supporting respondents, concerning the second phase of EPA and NHTSA’s rollback of Obama-era fuel efficiency and greenhouse gas emissions standards.
- *Young v. Hawaii*, 9th Cir., Supporting defendants-appellees, concerning a Second Amendment challenge to Hawaii’s public carry law.
- *Padilla Raudales v. Decker*, 2d Cir., Supporting petitioner-appellee, concerning their position that the federal government bears the burden of establishing that detention is

warranted for noncitizens in removal proceedings who have not committed serious crimes or met other statutory criteria.

- *Hengle v. Treppa*, 4th Cir., Supporting defendants-appellants, concerning the application of sovereign immunity in the context of tribal payday loans.
- *Rhode v. Becerra*, 9th Cir., Supporting defendant, concerning California's reasonable restrictions on the sale of ammunition under the Second Amendment.
- *Jones v. DeSantis*, 11th Cir., Supporting plaintiffs-appellees in a challenge to Florida's felon disenfranchisement system.
- *American College of Obstetricians & Gynecologists v. U.S. FDA*, 4th Cir., Supporting plaintiff-appellee, concerning access to mifepristone, an oral medication used to induce an abortion, during the COVID-19 pandemic.
- *Maryland v. DOT*, D.C. Cir., Supporting petitioner, concerning the transport of hazardous materials by rail.
- *Virginia Duncan, et al. v. Becerra*, 9th Cir., Supporting California's petition for rehearing en banc in defense of the State's restrictions on firearm magazines capable of holding more than 10 rounds of ammunition.
- *California v. Wheeler*, D.C. Cir., concerning EPA rules that would roll back regulations targeting (among other things) methane emissions.
- *Bauer v. Elrich*, 4th Cir., Supporting defendants-appellees, in challenge of Montgomery County, Maryland's appropriation of one-time emergency assistance checks to individuals or families who need financial assistance to pay for food and essentials and are not eligible for federal COVID-19 stimulus checks or unemployment benefits.
- *Standing Rock Sioux Tribe v. U.S. Army Corps of Engineers*, D.C. Cir., Supporting plaintiffs-appellees, concerning the decision of the U.S. Army Corps of Engineers to grant an easement for the construction of the Dakota Access Pipeline.
- *Online Merchants Guild v. Cameron*, 6th Cir., Supporting appellant, concerning whether Kentucky's enforcement of its price gouging statutes against online merchants violates the dormant Commerce Clause.
- *O.A. v. Trump*, D.C. Cir., Supporting plaintiff, concerning the U.S. Attorney General and the Secretary of Homeland Security's jointly issued interim final rule, declaring that aliens are ineligible for asylum if they enter the United States from Mexico outside a designated port of entry.
- *Hope v. Harris*, 5th Cir., Supporting plaintiff, explaining the problems with prolonged solitary confinement.
- *Kadel v. N.C.*, 4th Cir., Supporting plaintiffs-appellees in a challenge to North Carolina's health insurance plan for state employees, which categorically excludes coverage for gender affirming care.
- *Carson v. Simon*, 8th Cir., Supporting defendants-appellees, concerning the Minnesota Secretary of State's agreement to accept all mail-in ballots postmarked on or before election day and received within five business days (seven calendar days) of election day.
- *California et al. v. Azar*, 9th Cir., Supporting plaintiff-appellees, in challenging to the Department of Health and Human Services' so-called "conscience rule," which expands the ability of health care providers to deny patients access to certain lawful and medically needed procedures, services, and information, including that related to abortion, sterilization, and aid-in-dying.

- *Ryan v. U.S. Immigrations & Customs Enforcement*, 5th Cir., Supporting plaintiffs-appellees, concerning whether ICE has the power to arrest individuals at state courthouses.
- *New York v. Wheeler*, D.C. Cir., Supporting plaintiff in a petition of review of the EPA’s Risk Management Program.
- *Gomez v. Trump*, D.C. Cir., Supporting plaintiffs-appellants, concerning two executive orders temporarily suspending most forms of legal immigration as well as important non-immigrant work visa programs.
- *Memphis Center for Reproductive Health v. Slatery*, 6th Cir., Supporting appellee, in challenge to two new abortion restrictions in Tennessee.
- *Hecox v. Little*, 9th Cir., Supporting plaintiffs-appellees in a challenge to an Idaho statute that categorically bars transgender female students from participating in any female-only sports activities consistent with their gender identity.
- *NY v. EPA*, D.C. Cir., Supporting petitioner in petition for review of the EPA’s Rule, “Increasing Consistency in Considering Benefits and Costs in the Clean Air Act Rulemaking Process.”
- *Whole Woman’s Health v. Paxton*, 5th Cir., Supporting appellee in a challenge to a law passed by Texas in 2017 that effectively bans the safest and most common procedure used to conduct second-trimester abortions.
- *CA v. DOE*, 2d Cir., Multistate petition for review, challenging a Department of Energy rule that creates a new class of quick-cycle dishwashers that are exempt from the existing energy efficiency standards.
- *Texas LULAC v. Hughs*, 5th Cir., Supporting appellees, supporting a challenge to a Texas Executive Proclamation that limits the number of absentee ballot drop-off sites in the state to one per county and shuts sites that were already open.

Federal District Court

- *U.S. v. California*, E.D. Cal., Supporting defendants, concerning whether California’s statutes limiting the participation of local and state law enforcement in federal immigration enforcement are preempted by the Immigration and Nationality Act.
- *Make the Road New York v. Pompeo*, S.D.N.Y., Supporting plaintiff in a challenge to (1) the President’s recent healthcare proclamation (requiring immigrant visa applicants to establish healthcare coverage) and (2) two actions by the Department of State to alter the public charge analysis conducted by consular officers abroad.
- *N.S. v. Hughes*, D.D.C., Supporting plaintiff in a motion for a preliminary injunction in a putative class action against the U.S. Marshals Service under the Administrative Procedure Act.
- *United States v. State of New Jersey, et al.*, D.N.J., Supporting defendants in a challenge to the New Jersey Attorney General Law Enforcement Directive 2018-6, which prohibits state and local officials from sharing information with ICE related to the immigration status and release dates of individuals in their custody.
- *U.T. v. Barr*, D.D.C., Supporting plaintiff in a challenge to an Interim Final Rule by DHS that permits DHS to summarily remove certain asylum seekers to cooperating countries like Guatemala, El Salvador, and Honduras, rather than processing their asylum application in the United States.

- *New York v. ICE*, S.D.N.Y., Supporting plaintiff, concerning ICE’s practice of conducting immigration enforcement operations at or near state courthouses, which results in an increase in the number of arrests at or near courthouses and interferes with states’ judicial systems.
- *U.S. v. Reed, U.S. v. Simmons*, D.D.C., Supporting defendants, in challenge to the U.S. Attorney’s policy of bringing felon-in-possession cases in federal court rather than D.C. Superior Court.
- *Pennsylvania v. DeVos*, D.D.C., Supporting plaintiff in a challenge to a Department of Education rule that restricts the definition of sexual harassment under Title IX and makes school and university enforcement of Title IX and protection of sexual harassment victims more difficult and burdensome.
- *ACOG v. USDA*, D. Md., Supporting plaintiffs’ request for a preliminary injunction prohibiting defendants from enforcing during the pandemic a FDA requirement that patients appear in person in a clinical setting to fill a prescription for mifepristone (brand name Mileprex), which remains the only drug approved in the U.S. for pregnancy termination.
- *City of Chicago v. Alex M. Azar, II*, D.D.C., Supporting plaintiff in a challenge against the U.S. Department of Health and Human Services’ refusal to open a special enrollment period during the COVID-19 pandemic.
- *Virginia v. David Ferriero*, D.D.C., Supporting plaintiff in a motion to compel the Archivist of the United States to recognize the adoption of the Equal Rights Amendment.
- *Soule v. Connecticut Association of Schools*, D. Conn., Supporting defendant in a challenge to a Connecticut Interscholastic Athletic Conference policy that allows students to compete in athletics consistent with their gender identity.
- *Osvatics v. Lyft, Inc.*, D.D.C., Amicus brief articulating District law disfavoring the use of arbitration class waivers in contracts of adhesion.
- *New York v. Wolf*, S.D.N.Y., Supporting plaintiff in a challenge to the U.S. Department of Homeland Security’s decision to ban all New York residents from Trusted Traveler programs in response to a New York law that restricts sharing of state DMV records with immigration authorities.
- *R.J. Reynolds v. U.S. Food and Drug Administration*, E.D. Tex., Supporting defendant in argument that the FDA’s graphics warning rule for cigarette package labels does not violate the First Amendment.
- *Mass v. DHS and ICE*, D. Mass., Supporting plaintiff in a challenge to ICE’s efforts to prevent international students from remaining in the country if their coursework is entirely online.
- *Washington v. Wheeler*, N.D. Cal., Supporting plaintiff in a challenge to a final rule promulgated by EPA Updating Regulations on Water Quality Certifications, to curtail states’ authority under Section 401 of the Clean Water Act to issue water quality certifications for federally permitted projects.
- *NY v. Trump*, S.D.N.Y., Supporting plaintiff in a challenge to Trump’s directive to the U.S. Department of Commerce to exclude undocumented residents for purposes of congressional apportionment base.
- *Parham v. Watson*, S.D. Miss., Supporting plaintiff, concerning whether Mississippi’s absentee-voting witness requirement puts Mississippi voters in the impossible position of deciding whether to risk exposure to COVID-19 to exercise their voting rights.

- *Casa de Maryland v. Wolf*, D. Md., Supporting plaintiff in a challenge to two rules promulgated by the Department of Homeland Security that will greatly restrict the ability of asylum seekers to obtain work authorization.
- *Gomez v. Trump*, D.D.C., Supporting plaintiff in a challenge to the Presidential Proclamations issued in April 2020 and June 2020 that temporarily suspend most forms of legal immigration and important non-immigration work visa programs.
- *National Urban League v. Ross*, N.D. Cal., Supporting plaintiff in a challenge to the Census Bureau’s recent decision to shorten the duration of the 2020 decennial census.
- *Immigrant Legal Resource Center v. Wolf*, N.D. Cal., Supporting plaintiff in a challenge to a U.S. Citizenship and Immigration Service rule that would substantially increase the fees imposed on those applying for naturalization and asylum.
- *American Cable Association v. Becerra, United States v. California*, Supporting defendant, concerning California’s defense of its net neutrality law.
- *Philip Morris USA v. FDA*, D.D.C., Supporting defendant, regarding the FDA’s graphics warning notices for cigarette packaging against Constitutional challenges by tobacco companies under the First Amendment.
- *California v. ATF*, N.D. Cal., Supporting plaintiff in efforts to increase federal regulation of ghost guns.
- *City of Syracuse v. ATF*, S.D.N.Y., Supporting plaintiffs in efforts to increase federal regulation of ghost guns.
- *Don't Shoot Portland v. Wolf*, D.D.C., Supporting plaintiffs in a challenge to the federal deployment of troops in Portland and techniques used by those officers.
- *Conservation Law Foundation v. EPA*, D. Mass., clarifying the EPA’s definition of the Waters of the United States.

54. Please provide the following information regarding OAG’s Restorative Justice Program:

- A description of the program, including its structure, staffing, policies and procedures, as well as any changes to the program in FY20 and FY21, to date;**

RESPONSE: OAG’s Restorative Justice Program is an innovative approach to addressing crime and conflict in the juvenile justice system. The program functions as an alternative to traditional prosecution for youth charged with criminal offenses and victims who have been harmed. The goals of each restorative justice dialogue—which we call a restorative justice conference—are to provide victims with greater voice and agency in the process; to build empathy, accountability, and behavior change in youth; and to resolve the conflict to ensure that it never happens again. OAG’s Restorative Justice Program continues to be the only such program located in a prosecutor’s office in the country. We believe a juvenile justice system focused on accountability, human dignity, and grace can be effective and more racially just. This program seeks to counter the way that our existing justice system stigmatizes and shames those accused of

crime, recognizing that shame and isolation are among the top drivers of violence.⁶ In contrast, restorative justice (RJ) focuses on behavior change and redemption for youth in the justice system. Importantly, restorative justice also gives victims an opportunity to ask questions, gain understanding and express their thoughts and feelings to the person who harmed them. Victims play a central role; they are not sidelined as mere witnesses to the juvenile justice process. OAG's model of restorative justice brings together the victim and respondent along with their respective family members and supporters to have a safe, facilitated conversation about the impact of the crime and what needs to be done to resolve it. A trained OAG restorative justice facilitator works confidentially and independently with each party involved in a case before bringing them together for the conversation, the restorative justice conference. As a threshold matter, restorative justice is available if and only if the victim agrees to it. Additionally, the restorative justice facilitator will only proceed with restorative justice if the young person accused of the crime is willing and able to take responsibility for his or her actions. Assuming all parties are amenable, the restorative justice conference is held, and the group of impacted individuals at the conference develops a written agreement about what needs to happen to resolve the matter going forward. The OAG restorative justice facilitator will monitor the agreement for compliance over the subsequent weeks or months and, if the youth is fully compliant, the case is often dismissed. If the group does not come to agreement or if the youth fails to take the agreed-upon steps, the case is handed back to the prosecutor for prosecution.

OAG's Restorative Justice Program houses six full-time restorative justice facilitators, a legal assistant, and a section chief, Seema Gajwani. In the fall of 2020, OAG was awarded a three-year U.S. Department of Justice grant to support restorative justice processes and cognitive behavioral therapy for youth charged with serious, violent crime in the District. With this grant, OAG will be able to hire another restorative justice facilitator and pay for three years of therapy groups for youth in the program.

Over the past year, OAG's Restorative Justice Program has focused almost exclusively on serious, violent youth crime, including firearms offenses. For youth involved in such serious matters, we now require that in addition to successfully completing the restorative justice component, they must also complete a course of 8-10 weekly group cognitive behavioral therapy sessions, a proven behavior-change intervention. OAG has partnered with trauma-informed, community-based, and culturally competent therapists to provide this therapy.

b. The number and types of cases referred in FY19, FY20, and FY21, to date;⁷

⁶ The four core drivers of violence are shame, isolation, exposure to violence, and an inability to meet one's economic needs. Sered, D. (2019). *Until We Reckon: Violence, Mass Incarceration, and a Road to Repair*. New York: The New Press.

⁷ Cases referred to RJ include those with the following charges: Assault of a police officer, assault of a police officer while armed, arson, aggravated assault, aggravated assault while armed, assault with a dangerous weapon, assault with intent to commit robbery, assault with intent to kill while armed, assault with intent to murder while armed, first and second degree burglary (attempted and actual, unarmed and armed), carjacking, carjacking while armed, carrying a dangerous weapon, carrying a firearm, carrying a pistol without a license, discharge of a weapon, kidnapping, mayhem (armed and unarmed), possession of a destructive device, possession of a large capacity ammunition feeding device, possession of ammunition, possession of a bb gun or air rifle, possession of an

- c. Of the cases identified in (b), the number and types of cases in which the parties involved agreed to participate in a restorative justice conference;
- d. Of the cases identified in (c), the number of conferences that were considered successful. Please include a definition or metric for how OAG determines that a restorative justice conference was successful;
- e. Of the cases identified in (c), the number of conferences that were not considered successful;
- f. Of the cases identified in (e), the number of cases returned for prosecution. If any cases were not returned for prosecution, please explain why;

RESPONSE: See table below for responses to question 54(b)-(f):

	FY18 (10/1/17- 9/30/18)	FY19 (10/1/18- 9/30/19)	FY20 (10/1/19- 9/30/20)	FY21 To Date (10/1/20- 1/15/21)
Cases referred to RJ⁸	80 ⁹	154 ¹⁰	102	36
Total number victim declines¹¹	18	44	28	5
Total number other reasons to refer back to prosecutor^{12 13}	18	42	44 ¹⁴	6
Total number youth with RJ pending¹⁵	0	0	7	22
Total number of youth who	45	56	25 ¹⁷	8

unregistered firearm, possession of a prohibited weapon, robbery force and violence (attempted and actual), robbery while armed, and unauthorized use of a vehicle (attempted and actual).

While before fall 2020, none of the above charges were prohibited from receiving Restorative Justice, their inclusion was at the discretion of the assigned prosecutor and supervisor. As a result, few serious offenses were referred to RJ.

Since last fall, OAG has been more actively referring cases with more serious charges, such as armed offense and gun cases, to the Restorative Justice program.

Cases involving homicide, sexual assault, intimate partner domestic violence are not eligible for RJ.

⁸ Referrals made in the fiscal year.

⁹ The total number of referrals for FY18 include two community cases and two adult cases.

¹⁰ The total number of referrals for FY19 include three community cases and three adult cases.

¹¹ Victim declines from referrals made in the fiscal year.

¹² Other reasons for unsuitability for restorative justice: the respondent goes to trial, absconds, re-arrested before RJ, case is dismissed, or R is not suitable for RJ.

¹³ Total "other" from referrals made in the fiscal year.

¹⁴ Due to COVID-19, RJ facilitators were unable to meet with participants in person for most of FY20. To faithfully uphold the RJ model in a virtual world, facilitators in many cases needed to extend the prep period between referral and conference longer than in pre-COVID-19 cases. This increase in time increases the chance and percentage of cases becoming unsuitable for reasons provided in footnote 6.

¹⁵ Total pending cases from referrals made in the fiscal year.

participated in an RJ Conference¹⁶				
Total number of RJ Conferences that ended successfully¹⁸	41	54	25	8
Total number of RJ Conferences that ended unsuccessfully¹⁹	2 ²⁰	2 ²¹	0	0

- g. Re-arrest rates for juveniles who participated in the Restorative Justice Program;**
- h. A brief description of any studies underway relating to the Restorative Justice Program; and**
- i. Any additional evaluation of outcomes or information about recidivism outcomes.**

RESPONSE: In the early years of the Restorative Justice Program, we sought to demonstrate that it is possible to operationalize and scale restorative justice within a justice system. We believe we have accomplished that goal. Next, we sought to evaluate the effectiveness of restorative justice. Last year we did a rough analysis of comparative recidivism rates among two sets of youth from a two-year period from June 2017-2019. This comparison showed a 15 percent improvement in recidivism among youth who underwent restorative justice compared to those who were prosecuted in a traditional manner. However, because prosecutors were selecting which youth received an opportunity to do restorative justice, the analysis had limited statistical utility. We have consulted with expert criminal justice researchers and are ready to launch a more rigorous evaluation—a randomized controlled trial—to determine if restorative justice (coupled with cognitive behavioral therapy) works to reduce recidivism for youth charged with serious, violent crime. This evaluation will track recidivism, victim satisfaction, and perceptions of fairness outcomes for youth who go through the restorative justice process compared to those

¹⁷ COVID-19 has dramatically changed the speed of the restorative justice process. Due to lack of in-person outreach, facilitators have had to increase the time spent on each component of the RJ process, increasing the time from referral to conference and decreasing the frequency of new referrals. This decreased the number of conferences for FY20.

¹⁶ Total number of Restorative Justice Conferences held in the fiscal year (some conferences arose from case referrals in the previous fiscal year).

¹⁸ A Restorative Justice Conference is deemed “successful” if the youth participated in preparation meetings, attended the restorative justice conference, with the group reached a written agreement about what he or she needs to do, and successfully completed all the tasks expected of him or her in the agreement.

¹⁹ A Restorative Justice case ends unsuccessfully if the youth did not show up for the Restorative Justice Conference, the youth and other parties failed to come to a consensus agreement on tasks the youth had to complete, or the youth did not complete the promised tasks.

²⁰ Of the two unsuccessful conferences, one youth did not participate in the RJ Conference in the end, and one youth’s guardian did not participate in the conference, which derailed the process.

²¹ Of the two unsuccessful conferences, one youth was unable to participate in the conference, and the parties could not reach an agreement in the other conference.

charged with the same crimes who go through traditional prosecution. The study was delayed due to COVID-19.

Surveys continue to show high rates of victim satisfaction with restorative justice.²² OAG conducts a victim satisfaction survey for all victims who participate in restorative justice six months after the restorative justice conference. Below are averages gleaned from all responsive victims who have participated in restorative justice conferences since the launch of the program in 2017:

- Overall, 93% of victims' scores indicated that they were satisfied with the Restorative Justice program.
- 98% of victims felt the conference allowed them to express their feelings about being victimized.
- 31% of victims were indifferent to or did not feel that meeting the offender helped reduce any fear that he or she would commit another crime against them.

55. How does OAG measure juvenile recidivism? What recidivism data did it collect for juveniles in FY19 and FY20, to date, by charge?

RESPONSE: For the purpose of measuring recidivism, OAG defines a “case” as one in which OAG took some prosecutorial action—that is, OAG approved a pre-petition custody order, papered the case for prosecution, diverted the case, or referred it to restorative justice. It does not count arrests in which OAG took no action.²³

²² Findings from the Victim Satisfaction Survey for the previous 12 months show:

- 95% of victims were satisfied with the preparation conducted by the restorative justice facilitator or mediator for the eventual meeting with the offender.
- 93% of victims felt the restorative justice facilitator was good.
- 88% of victims would recommend to other victims of similar crimes that they should consider the option of meeting the offender in this type of program.
- 83% of victims were satisfied with the agreement that was made during the meeting.
- 93% of victims felt the restorative justice facilitator seemed genuinely interested in their expressed needs.
- 76% of victims felt it helpful to be able to talk directly with the offender about the impact of the crime.
- 70% of victims felt that meeting the offender helped reduce any fear that the offender would commit another crime against them.
- 76% of victims thought that during the meeting with the offender, the offender showed understanding about the real personal impact of the crime upon the victim's life.
- 98% of victims felt that the restorative justice conference program allowed them to express their feelings about being victimized.
- 71% of victims felt that after participating in a meeting with the offender, they had a better understanding of why the crime was committed against them.
- 81% of victims felt participation in the restorative justice conference made the criminal justice process more responsive to their needs as a victim.

²³ Title 16 cases, over which the United States Attorney's Office exercises jurisdiction, are excluded from this analysis.

To calculate the recidivism rate for the period specified, OAG limited the sample to youth with any case opened between October 1, 2019 and July 15, 2020.²⁴ A youth is considered to have recidivated if s/he generated another case by January 15, 2021. This allows for at least a six-month period after a case was opened to determine whether the youth recidivated by January 15, 2021.²⁵ The vast majority of youth in the sample who recidivated (nearly 80 percent) did so within the first six months.²⁶ However, patterns of recidivism during this time period may not reflect typical trends, given that the period of analysis has coincided with the COVID-19 pandemic.

Between October 1, 2019 and July 15, 2020, 486 youth generated a case. 176 of them generated a subsequent case during the recidivism window (October 1, 2019 to January 15, 2021), yielding a recidivism rate of 36.2 percent.

Table 1 shows the recidivism rate for youth according to the most serious charge (“top charge”) in the initial case that they generated during the period examined. The recidivism rate was highest among youth with a top charge that was a public order offense, a rate of 68.8 percent. However, there were only 16 youth whose initial case had this type of offense as a top charge, making the proportion who recidivated especially sensitive to fluctuations. The top charge type with the second-highest recidivism rate, 41.8 percent, was property crimes.

Table 1: Recidivism by Top Charge of Initial Case²⁷

Top Charge	# Recidivated	# Did Not Recidivate	Recidivism Rate	Total Cases
Crimes Against Persons ²⁸	95	183	34.2%	278
Crimes Against Property ²⁹	51	71	41.8%	122
Public Order Offenses ³⁰	11	5	68.8%	16
Weapons Offenses	19	51	27.1%	70

²⁴ This analysis is not restricted to individuals for whom their *first* case was opened during this time frame. It examines recidivism for all individuals with any case opened during this period. In fact, for nearly half—46.5 percent—of the youth in the sample, the youth had a prior case.

²⁵ If the individual generated more than one case on the same day, these are counted as a single case.

²⁶ To ensure data integrity, we excluded from the analysis fugitive cases and cases in which we did not have information on the top charge.

Juveniles who turned 18 after October 1, 2019 were included in the sample, but OAG only receives full criminal incident information for juveniles. Therefore, recidivism data for juveniles who turned 18 during the sample period (October 1, 2019 – January 15, 2021) is incomplete. There were 129 juveniles who were 18 or turned 18 during the sample period.

Juveniles who are committed are included in the sample because most committed youth are not incapacitated. Therefore, the inclusion of those youth that were incapacitated would not significantly affect the recidivism rate.

²⁷ Top charges are aggregated because of a concern for juvenile confidentiality.

²⁸ Includes Homicide, Assault, Threats, Robbery, Kidnapping, Carjacking, Sex Offenses, and Other Personal Offenses.

²⁹ Includes Arson, Burglary, Fraud and Criminal Writing, Theft and Receiving Stolen Property, and Other Property Offenses (e.g., unlawful entry).

³⁰ Includes Contempt, Obstruction of Justice, Bribery, Controlled Substances, Prostitution, Other Public Order, and Traffic Offenses for youth 15 years old and younger.

Total Sample of Youth	176	310	36.2%	486
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Table 2 illustrates that in the same sample, youth who were diverted to ACE Diversion or referred to Restorative Justice rather than papered for the initial case had a substantially lower recidivism rate across the top charge categories, except for crimes against persons.³¹

Table 2: Recidivism by Top Charge and Status of Initial Case³²

	Youth whose Initial Case was Diverted (N = 104)	Youth whose Initial Case was Papered (N = 377)
Top Charge	% New Action	% New Action
Crime Against Persons	37.9%	32.9%
Crime Against Property	22.2%	50.0%
Public Order Offenses	40.0%	81.8%
Weapons Offenses	20.0%	28.1%
Total Sample of Youth	31.7%	37.4% ³³

56. Please describe the progress OAG made in FY20 and FY21, to date, in improving the agency’s data collection and publication.

RESPONSE: OAG’s data team, which currently consists of one full-time data analyst and one part-time data analyst, has been a critical to increasing public safety data integrity, supporting data-driven policymaking, building out a public safety research agenda, and providing litigation support to high-impact lawsuits.

Over the course of FY20 and FY21, OAG has established a set of businesses processes to ensure accurate data entry, regular cleaning and quality assurance, and timely reporting of information from its Juvenile and Criminal divisions. Many of these strategies leverage technology to make these processes as efficient as possible. For instance, the agency’s data team has created a series

³¹ Note that an instance of recidivism may have occurred sufficiently close to the initial incident that the initial offense was not presented to OAG before the subsequent action occurred.

³² Table 2 breaks out the sample from Table 1 (486) into cases that were diverted (104) and cases that were papered (377). There are 5 cases that were neither diverted nor papered -- these were cases that had some other outcome initially (e.g., no papered) but subsequently were papered.

³³ In 12% (46) of the papered cases, the youth was subsequently referred to Restorative Justice. The 5 youth in the sample whose cases were referred to Restorative Justice *prior* to papering were included in the first column of Table 2, among those whose initial case was directly diverted. However, note that, because this recidivism analysis is restricted to a specific sample of juvenile cases – as defined in the second paragraph of this question – it includes only a very small subset of cases referred to Restorative Justice. For comprehensive data on referrals to and outcomes of the RJ program, please refer to Question 54.

of dashboards in Tableau—a data visualization software package—that identifies cases in OAG’s internal case management software, Abacus, in which data is missing. These dashboards are automatically emailed to relevant staff, enabling them to input missing data. In addition, the agency has written and continues to refine a series of automated “scripts” that pull data from Abacus and conduct a systematic “cleaning” and harmonization of the data on a daily basis to prepare it for analysis.

OAG has used this to improve data collection, reporting, and publication. A key development in OAG’s publication capacity has been the creation of the Public Safety Data Portal, a series of data visualizations that illustrate prosecutorial outcomes. These dashboards will be publicly available as soon as data sharing agreements with partner law enforcement agencies have been finalized. The visualizations on the Data Portal are accompanied by a comprehensive data dictionary that defines each of the metrics and explains how they are calculated to ensure that consumers have a clear and precise understanding of what the data shows.

OAG’s improvements in data collection have also boosted the agency’s ability to provide reliable information for ad-hoc data requests—from internal questions regarding citywide public safety trends to data requested by the public. They have also increased the agency’s capacity to use statistical analyses that, among other purposes, can help monitor equity in the prosecutorial process, identify factors that are contributing to trends in criminal offenses, and make predictions about these trends going forward.

Finally, a long-term project is to improve internal data reporting through the creation of a series of interactive dashboards for the Juvenile section. This will enable deputies and line staff to keep a pulse on trends in their division, as well as to monitor outcomes, such as recidivism. Looking ahead, OAG’s data collection and reporting of public safety information and statistics will be used to promote data-driven policy- and decision-making.

In sum, all these functions—from boosting OAG’s data integrity and transparency, to lending data analysis and research expertise that guides evidence-based policy, to providing litigation support—have substantially contributed to OAG’s work.

57. Please provide the status of any memoranda of understanding with the Deputy Mayor for Public Safety and Justice, the Office of Neighborhood Safety and Engagement, or the Metropolitan Police Department regarding data sharing.

RESPONSE: Though not technically memoranda, the following Superior Court Administrative Orders permit OAG data to be shared, through CJCC, with the Deputy Mayor for Public Safety and Justice and the Metropolitan Police Department:

- Superior Court of the District of Columbia Administrative Order 20-01: Access to Juvenile Justice Data for the Justice Statistical Analysis Tool;
- Superior Court of the District of Columbia Administrative Order 20-02: Access to Juvenile Justice Data for CJCC Principals’ Meetings; and

- Superior Court of the District of Columbia Administrative Order 17-13: Cross-Agency Sharing of Missing Children Information.

OAG has entered into the following Memoranda of Agreement (MOA), which allow OAG to provide data to CJCC to pass to its recipient agencies, which may include agencies that report to the Mayor:

- Agreement between OAG and CJCC to use JUSTIS as a centralized tool for exchanging criminal justice-related information among authorized parties to maintain and improve public safety. JUSTIS receives criminal justice information from multiple sources simultaneously and makes this information available to authorized agencies; and
- Justice Interconnection Security Agreement with established organizations that own and operate connected information technology systems;

Finally, OAG is in working on two additional MOAs with MPD:

- An MOA to share data that may be helpful to an eventual evaluation of the Cure the Streets program, and
- An MOA to allow OAG to make some MPD data fields public as a part of OAG's open data portal project.

58. Please describe any policy and/or legal initiatives or projects undertaken or in development by OAG relating to delinquency in FY20 and FY21, to date. Please include information for each policy, legal initiative, program or project regarding referral rates, utilization rates, and outcomes.

RESPONSE: In January 2020, the Juvenile Section initiated the Juvenile Hotline. The Juvenile Hotline is a help line for MPD and other law enforcement agencies in the District. Officers with questions about the investigation or arrest of a juvenile have been instructed to call the Juvenile Hotline for guidance related to release, detention, or diversion of juveniles who are suspected of having committed criminal acts in the District. The Juvenile Hotline is included in the January 28, 2020 MPD General Order, Interacting with Juveniles, that sets forth procedures for the stop, arrest, and custody of youth in the District. The Juvenile Hotline operates 24 hours a day, seven days a week and is staffed by Juvenile Section managers. The Juvenile Section received its first Juvenile Hotline call on January 14, 2020 and received 422 calls involving 508 youth in 2020. Of the 508 youth involved, 203 were released, 275 were detained, and the remaining 30 calls were for guidance.

Implementation of the Juvenile Hotline has resulted in fewer youth being taken into custody on the scene of an arrest. In 2020, more than 200 youth were released on scene by MPD after consultation with a Juvenile Section manager. Consistent with the General Order, MPD will release a youth and then apply to OAG for a pre-petition custody order if MPD believes that it is appropriate to pursue a formal charge. Through this process, MPD and OAG work together to evaluate the evidentiary aspects of the case. OAG thus learns about the youth's background and

is better informed to make a charging decision. Often, at this point, youth are referred to Alternative to Court Experience (ACE) Diversion Program, Restorative Justice, or the Department of Behavioral Health's Hi-Fidelity Wrap Program for mental health support. If, after weighing all factors, OAG decides to file a charging petition, the youth's case proceeds through traditional prosecution in the Family Division of D.C. Superior Court.

In January 2021, the Juvenile Section began developing the Multi-Jurisdictional Crime Task Force. The District has seen a marked increase in crimes being committed by young people across multiple jurisdictions. To remedy this, the Juvenile Section, in conjunction with the Office of the States' Attorney in Prince George's County and Montgomery County, is creating a task force to combat multi-jurisdictional crimes. When a youth commits a crime that spans multiple jurisdictions, the task force will meet and discuss each crime in detail. The task force will then discuss and agree upon a global plea to allow the youth to be held accountable while receiving the services necessary to achieve rehabilitation in a timely fashion. This will prevent delay in service implementation and will maximize rehabilitative resources with each jurisdiction.

a. Please describe OAG's relationship with the High-Fidelity Wrap Around Program.

RESPONSE: In September 2019, leadership from PSD met with Dr. Barbara Bazron and Dr. Chad Tillbrook from the Department of Behavioral Health (DBH) to discuss how our agencies could collaborate to address the needs of youth referred to OAG for prosecution. DBH told us about the High-Fidelity Wrap Around Program (HFW), which is run by MBI Inc. HFW provides coordinated care and wrap around services for children and their families who have complex needs. The services include mental health, academic, and financial support, and family counseling. The strength of this program is that a case worker is assigned to each program participant to coordinate the care to ensure all needed services are provided to that child and family. DBH told us that the program was being underutilized and they welcomed the opportunity to partner with OAG to provide support to eligible youth who are exposed to the justice system.

By the end of October 2019, OAG's juvenile section had established protocols for referring youth to HFW, and we now use it as another off-ramp from traditional prosecution. When OAG believes a youth has complex needs that could be best met through this intervention, we refer the youth to HFW in lieu of filing a petition. HFW contacts the youth and family within 48 hours, conducts an assessment, and identifies the social supports necessary to support the youth and help him/her from engaging in further criminal conduct. In circumstances where we initiate a prosecution, the youth is assessed by the D.C. Superior Court Social Services Division to determine whether the youth needs this intervention. In some cases, OAG recommends that the Social Services Division refer a youth to HFW. In those instances, the Social Services Division becomes the referring agency for any necessary services and makes the decisions about what resources/referrals are appropriate for each youth.

Since October 2019, OAG has referred 2-5 young people per month to HFW. We very much appreciate the collaboration with DBH and MBI, Inc., because HFW provides OAG with a referral resource that ensures fewer youth penetrate the justice system.

59. Please describe OAG's work with MPD to develop new policies and procedures governing officers' interactions with young people, as well as the agency's reflections on its collaboration with MPD under the new General Order and any related training provided by OAG to MPD.

RESPONSE: After nine months of collaboration between OAG and MPD, on January 28, 2020 MPD issued a new General Order that dictates the way police officers in the District of Columbia interact with children. The purpose of the General Order is to ensure that officers engage with children in a developmentally appropriate way, that they deescalate situations whenever possible and refrain from making arrests based only upon a child's response to an investigative stop. This policy encourages officers to consider alternatives to formal arrest of children, while evaluating the safety needs of the community and the youth. The policy prohibits the handcuffing of children under thirteen years of age and gives officers the discretion not to handcuff older children.

With this new policy, MPD is arresting fewer children. The policy expanded the eligibility requirements for the ACE Diversion Program, so MPD can divert more young people to ACE directly from MPD's Youth Division. The policy also urges officers to apply for Custody Orders (juvenile warrants) in lieu of making a field arrest of a young person. This procedure allows MPD and OAG to determine whether the youth would be better served by being placed in ACE, Restorative Justice, or High Fidelity Wrap and gives OAG an opportunity to evaluate whether the youth's needs would better be served through partner agencies, such as CFSA. Lastly, with implementation of the 24-hour Hotline, MPD has direct access to a juvenile manager for consultation of cases in real time. This innovation has enabled OAG and MPD to work together in a truly meaningful way. OAG can screen the case over the phone and counsel the officer whether an arrest is necessary. Officers often want OAG's perspective on whether an arrest is appropriate and OAG can assess when cases lack evidentiary value and therefore provide counsel when we believe officers should not arrest. Since the Hotline went into effect in January 2020, more than 200 children were not arrested after an OAG/MPD Hotline call.

We know that young people suffer trauma from being arrested, held overnight for court, and prosecuted in the juvenile justice system. MPD and OAG are working together to balance the need to keep our city safe while also ensuring that kids are provided meaningful off-ramps from the juvenile justice system. The number of kids arrested and prosecuted in our city has decreased. Now, most kids involved in minor incidents are not subjected to traditional prosecution. We are doing a really good job of narrowing the front door of the justice system for kids. Unfortunately, we are left with a population of children who are engaged in serious violent crime who have many needs and have caused great harm to our city. To respond to this, we must address access to guns and provide trauma informed support to this population of youth.

60. Please provide the number of cases, by top charge, that were petitioned for delinquency by OAG in FY20 and FY21, to date.

RESPONSE:

Juvenile delinquency petitioned matters by top charge, FY20 and FYTD21³⁴

	FY20	FYTD21
Crimes Against Persons ³⁵	438	69
Crimes Against Property ³⁶	192	62
Public Order Offenses ³⁷	21	5
Weapons Offenses	111	35
Total Cases	762	171

61. Please provide the following information regarding the Alternative to the Court Experience (“ACE”) Diversion Program:

- a. A description of the ACE Program, including its structure, staffing, policies and procedures;**

RESPONSE: The ACE Diversion Program is a collaboration among DHS, Court Social Services Division, MPD, OAG, the Department of Behavioral Health (DBH), and community-based service providers. Under appropriate circumstances, a governmental entity with whom a youth comes into contact elects not to prosecute the youth who commit status offenses (e.g. truancy, curfew violations, extreme disobedience, and running away) or low-level delinquency offenses. Instead, the government offers youth the opportunity to participate in the ACE Diversion Program.

ACE assesses the needs of diverted youth, links youth and their families with appropriate services, and monitors program participation. The goal of the program is to help youth and their families address the underlying issues causing the negative behaviors, while minimizing the likelihood of reoffending and giving youth the opportunity to avoid a juvenile record. It is a voluntary program, although not participating in ACE may result in prosecution.

Youth who successfully complete the ACE Diversion Program have:

- No court involvement,
- Reduced likelihood of re-offending,
- Assistance addressing the issues causing the negative behaviors,
- Support to reengage in school and meet academic and attendance requirements, and
- Improved functioning at home and in the community.

³⁴ Top charges are aggregated because of a concern for juvenile confidentiality.

³⁵ Includes homicide, assault, threats, robbery, kidnapping, carjacking, sex offenses, and other personal offenses.

³⁶ Includes arson, burglary, fraud and criminal writing, theft and receiving stolen property, and other property offenses (e.g. unlawful entry).

³⁷ Includes contempt, obstruction of justice, bribery, controlled substances, other public order, traffic offenses for youth 15 years old and younger, and prostitution.

ACE is staffed by a program manager, a program analyst, a staff assistant, four supervisors (including one bilingual English-Spanish speaker), and 19 case managers and social workers (including two bilingual English-Spanish speakers).

- b. The number of cases referred in FY19, FY20, and FY21, to date, broken down by underlying reason for referral (e.g. type of offense, reported runaway, etc.);**

RESPONSE:

FY19

Office of Attorney General: 231

- Delinquency: 0
- Truancy: 224
- Running Away: 7

Pre-Petition Custody Order (OAG): 27

- Delinquency: 27
- Truancy: 0
- Running Away: 0

Court Social Services/OAG: 256

- Delinquency: 255
- Truancy: 0
- Running Away: 1

Metropolitan Police Department: 229

- Delinquency: 229
- Truancy: 0
- Running Away: 0

85% of the 423 youth who completed ACE diversion during FY19 did not have additional legal involvement while they were in the diversion program.

FY20

Office of Attorney General: 84

- Delinquency: 0
- Truancy: 83
- Running Away: 1

Pre-Petition Custody Order (OAG): 65

- Delinquency: 65
- Truancy: 0
- Running Away: 0

Court Social Services/OAG: 137

- Delinquency: 136
- Truancy: 0
- Running Away: 1

Metropolitan Police Department: 146

- Delinquency: 146
- Truancy: 0

- Running Away: 0

89% of the 415 youth who completed ACE diversion in in FY20 did not have additional legal involvement while they were in the diversion program.

FY21 to January 15, 2021

Office of Attorney General: 0

- Delinquency: 0
- Truancy: 0
- Running Away: 0

Pre-Petition Custody Order (OAG): 4

- Delinquency: 4
- Truancy: 0
- Running Away: 0

Court Social Services/OAG: 26

- Delinquency: 26
- Truancy: 0
- Running Away: 0

Metropolitan Police Department: 19

- Delinquency: 19
- Truancy: 0
- Running Away: 0

c. Of the cases identified in (b), please provide OAG’s recidivism analysis; and

RESPONSE: In the sample of cases used for the recidivism analysis in question 52, 99 youth were referred to ACE. Of those, 32, or 32.3 percent, recidivated, meaning that OAG took some action on a subsequent case within the recidivism period examined. Stated another way, 67.7 percent did not recidivate during the reporting period.

d. Copies of any evaluations of the program or any other additional metrics used to assess the effectiveness of the program.

RESPONSE: In FY20, more than 84% of youth participating in ACE showed improvement in their Child and Adolescent Functional Assessment Scale (CAFAS) score. CAFAS is a tool that looks at youth functioning across life domains such as home, school, community and mental health. In addition, 89% of youth in ACE did not have further legal involvement while in ACE.

62. Please provide an update on OAG’s initiative to process civil commitment cases for juveniles found incompetent to stand trial in their juvenile cases if the incompetence is the result of a mental health diagnosis. Include the following information:

a. A description of the initiative, including relevant policies and procedures;

RESPONSE: In July 2018, OAG began to initiate civil commitment proceedings for youth in the delinquency system who need comprehensive mental health services. The goal of this

initiative is to provide juveniles whom the court has found incompetent to stand trial because of a mental health diagnosis with the mental health treatment and services that will protect the public and the juvenile from risk of injury, including the risk of re-arrest and incarceration. These cases are referred to OAG's Mental Health Section (MHS) from OAG's Juvenile Section so that the Department of Behavioral Health (DBH) can determine whether the juvenile meets the criteria for civil commitment after being found incompetent to stand trial. Civil commitment, which is court-ordered mental health treatment, enables the youth to obtain mental health treatment and services with court oversight. MHS represents DBH in these civil commitment cases, and OAG developed protocols for filing these petitions, ensuring that they comport with the juvenile confidentiality statutes.

After petitioning the court to have a juvenile committed, MHS attends all mental health proceedings before the District of Columbia Superior Court and the Commission on Mental Health to obtain a civil commitment order. DBH designated two psychologists and one psychiatrist to serve as experts in civil commitment matters involving juveniles. MHS conducted a training for these three experts on drafting certificates in support of civil commitment, considering several issues that are unique to juveniles (*e.g.*, the variability of certain diagnoses in youth because of adolescent brain development).

b. The number of youth for whom OAG processed civil commitment cases;

RESPONSE: No juvenile cases have been referred to MHS between October 1, 2019, and January 15, 2021.

c. Of the youth identified in (b), the number of cases in which OAG was able to obtain court-ordered mental health treatment and supports; and

RESPONSE: Not applicable.

d. Copies of any evaluations of the program or any other additional metrics used to assess the effectiveness of the program.

RESPONSE: There are currently no evaluations or other metrics demonstrating the effectiveness of this program.

63. Please describe any policy or legal initiatives or projects undertaken or in development by OAG relating to truancy and school attendance in FY20 and FY21, to date. Please include information for each policy, legal initiative, program or project regarding referral rates, utilization rates, and outcomes.

RESPONSE: OAG is actively engaged in truancy reduction and school attendance for youth ages 5 to 17. The District is revisiting its approach to teenagers who are chronically truant and OAG also is adjusting its role in that process. OAG has expanded its presence in the Ward 8 community and modified its service delivery methods in Ward 7 to meet the call of our highest need youth and their families.

Policy

Children who are truant—and their parents—should receive services to address not only the truancy but also the underlying issues that hindered the child’s daily and timely school attendance. As set forth in the Centers for Disease Control and Prevention’s 2016 report on preventing youth violence, protective factors for children include helping youth feel connected to their school; being academically successful; parents who demonstrate interest in their child’s education; and services and social support for parents.³⁸

To that end, OAG created a diversion program called ATTEND (Addressing Truancy Through Engagement and Negotiated Dialogue) for parents facing criminal charges for failing to ensure their elementary school aged children’s attendance. During FY20, OAG shifted ATTEND’s primary focus and resources to a prevention model that more adequately reflected its position that treating the underlying issues and supporting families in need are more effective than a punitive approach that pushes District families into the criminal justice system. OAG started in Ward 8 elementary schools, which have the most challenging attendance rates and lowest grades in the District of Columbia Public School (DCPS) system.

In FY21, OAG recognized the challenges that remote instruction and daily class attendance pose for families during the COVID-19 pandemic. To address this, OAG transformed ATTEND into a three-tiered prevention-only model that (1) encourages student enrollment, (2) provides early intervention at the mandated attendance meeting level, and (3) reserves intensive case management for parents with the highest needs through non-traditional mediation.

Finally, OAG continues to routinely refer youth ages 13 to 17 to the ACE Diversion Program.

Legislation

OAG supports legislation that would create an exemption to the Family Education Rights and Privacy Act (FERPA) so that OAG can obtain student records to verify attendance and other information provided to us under the Attendance Accountability Amendment Act of 2013 (AAA) for the diversion or prosecution of status offenders commonly referred to as PINS—person in need of supervision. As the Council is aware, PINS cases under AAA require educational institutions like DCPS to refer chronically truant youth ages 14 to 17 to the Court Social Services Division of the Superior Court of the District of Columbia. Although OAG can use a subpoena to get the records post-charging, DCPS is reluctant to verify school records pre-charging. The current structure impedes OAG’s ability to make an informed decision about whether to divert these youth. OAG continues to raise the benefits of and propose adjustments to this legislation during FY21.

Special Projects

PSD has primary responsibility for pre- and post-charging PINS matters regarding youth alleged to exhibit both truancy and runaway behaviors. During FY20, PSD started working with the Juvenile Justice Advisory Group (JJAG) to review and propose full service, holistic alternatives to prosecution for PINS cases, including decriminalization of these matters. JJAG prepared a report of recommendations to the Mayor in Spring 2020, and OAG participated in presentations of the report at the close of FY20.

³⁸ See <https://www.cdc.gov/violenceprevention/pdf/yv-technicalpackage.pdf>.

In FY21, OAG will continue its work with JJAG to convert the recommendations into an action plan for implementation. In the interim, when PSD received a PINS referral, before petitioning the case, we contact the caregiver(s) to determine whether they have exhausted all community-based supports. If not, and depending upon the circumstances, OAG will not petition the matter and instead make a high fidelity wrap referral (HFW). Further contacts may warrant a more intense intervention like ACE. OAG’s primary goal is to ensure parents and families have access to support.

FY20 ATTEND Prevention Model Referrals and Outcomes

In FY20, DCPS partnered with OAG to bring ATTEND to Ward 8. In December 2019, OAG started at Turner Elementary School (Turner) and expanded to Patterson Elementary School (Patterson) for two weeks in March 2020. DCPS closed schools around March 16, 2020 due to the COVID-19 pandemic and shifted to remote learning shortly thereafter. Prior to closure, the ATTEND Program at both schools maintained a 100% rate of reaching mediation agreement. OAG shifted to full telework operations on March 13, 2020. Accordingly, the ATTEND Programs at Turner and Patterson shifted from in-person mediations with post-mediation 90-day case management to full service intensive case management efforts. These efforts ranged from food purchase and delivery to legal assistance with housing issues and relocation. The ATTEND case managers continued to provide services to families on their caseload through the close of FY20.

Table 1 reflects the number of families and children served at both schools and the overall number of matters. OAG includes matters for every parent and each child, e.g., one parent with two referred children will be listed as two matters and two parents with one referred child will also be listed as two matters.

Table 1: ATTEND Ward 8 Program

	Turner Elementary School	Patterson Elementary School
<i>SY 2018-2019 enrollment³⁹</i>	497	386
<i>SY 2019-2020 ATTEND program start</i>	<i>December 2019</i>	<i>March 2020</i>
Matters	93	12
Families	47	5
Children	82	10

³⁹ The SY 2018-2019 school enrollment data is from DCPS’ official school audit enrollment numbers at <https://dcps.dc.gov/node/1018342>.

Tables 2 and 3 show the results of the ATTEND Program at Turner between December 2019 and March 2020. Cancelled cases exclude cases where OAG was unable to serve the parent notice of the mediation. Historically, reasons for mediation cancellations have included parent/family reasons (e.g., childcare issues, illness, accident/emergency) and agency reasons (e.g., matter resolved by other means, mediator unavailable, clerical error on service to parent).

Table 2: ATTEND Program at Turner Elementary School, SY2019-2020, December and January

Mediations	Dec. 2019			Jan. 2020		
	Matters	Families	Children	Matters	Families	Children
Referred/Scheduled	15	9	14	36	15	36
Conducted	7	5	6	22	10	22
Cancelled, in advance	4	2	4	5	2	5
Cancelled, day of mediation	4	2	4	0	0	0
No Shows	0	0	0	9	3	9

Table 3: ATTEND Program at Turner Elementary School, SY2019-2020, February and March

Mediations	Feb. 2019			March 2020		
	Matters	Families	Children	Matters	Families	Children
Referred/Scheduled	16	11	16	38	19	38
Conducted	13	8	13	8	5	8
Cancelled, in advance	0	0	0	24 ⁴⁰	12	24
Cancelled, day of mediation	1	1	1	4	1	4
No Shows	0	0	0	2	1	2

Table 4 provides the results of the ATTEND Program at Patterson for the two weeks prior to school closures due to the COVID-19 pandemic.

Table 4: ATTEND Program at Patterson Elementary School, SY2019-2020

Mediations	March 2020		
	Matters	Families	Children
Referred/Scheduled	11	4	11
Initial Date	11	4	11
Second Date			
Third Date			
Conducted	3	1	3
Cancelled, in advance	6	2	6

⁴⁰ On March 13, 2020, DCPS and OAG converted to full telework due to the COVID-19 pandemic. OAG contacted all parties via phone or email to let them know all matters might be rescheduled.

Cancelled, day of mediation			
No Shows	2	1	2

FY21 ATTEND Program Modifications

On August 31, 2020, DCPS began school year 2020-2021 (SY2020-21) utilizing a remote learning environment. As of August 28, 2020, enrollment was down approximately 40 percent.

OAG traditionally enforced the Compulsory School Attendance Act against parents who failed to enroll, immunize, or ensure daily and on time attendance of their school age children through criminal prosecution. For FY21, OAG continued its policy shift from enforcement to prevention in Ward 8. OAG further modified ATTEND by adding two additional phases of intervention prior to mediation. During the first phase, Turner and Patterson referred students to OAG whom they had expected to return or register for SY2020-2021 but who did not return. OAG contacted those families to determine whether they planned to return to the referring school, transfer to another District school, or withdraw and enroll in a school in another jurisdiction. Where parents said that they were transferring to another school, OAG confirmed with the newly identified school that the children were enrolled and attending and that the parent had completed the appropriate DCPS process. OAG then told DCPS where the children were enrolled.

The second phase provides Turner and Patterson with the flexibility to refer parents to OAG for a “light touch” service identification and connection after 5 unexcused absences. This affords more parents earlier intervention without waiting for referral to OAG’s more formalized mediation process. Here, a case manager contacts the parent, screens for barriers, and connects them to an appropriate community-based support.

Phase three is ATTEND’s mediation process. In FY20, ATTEND performed all services without additional funding or staffing. In FY21, during a funding freeze, OAG kept its commitment to DCPS and expanded ATTEND to Malcolm X Elementary School (MXES) in October 2020. Partnering with little-to-no-cost groups or non-profits like Community Mediation, DC, OAG began a staggered approach at MXES. From November 2020 to January 2021, OAG offered joint, virtual monthly parent empowerment sessions with Turner and Patterson, covering topics ranging from housing and rental assistance to mental and physical wellness. OAG offered phase two “light touch” services and will begin phase three mediations in February 2021. While OAG has been creative to maximize personnel and resources, two additional case managers and one support professional per school are needed to provide high quality case management and post-mediation supports.

OAG’s Response to Attendance in Middle School

OAG receives truancy court referrals for youth ages 14 to 17 alleged to be chronically absent. OAG supports the District’s movement to decriminalize this behavior and instead provide a robust community-based response. OAG’s I Belong Here Program (IBH!) is its middle school truancy prevention program. Currently, OAG supports Sousa Middle School (Sousa) in Ward 7. In FY20, IBH! hosted bi-monthly ambassador presentations and offered incentives to homerooms with the most improved attendance. Overall, Sousa’s SY2019-20 rates during September 2019 through March 2020 were:

In seat attendance: 90%
 Chronic absenteeism: 39%
 Truancy: 33%

At the beginning of FY21, IBH! continued with the fundamental student empowerment discussions virtually, bi-monthly. The 2020-2021 school year has been an uphill battle for students, parents, and educators. The pandemic, combined with the strains of virtual learning, has placed a significant burden on schools, educators, and families, particularly those located East of the River. IBH! added incentives to encourage daily online attendance and participation.

Similarly, virtual implementation of IBH! has presented various challenges, from identifying and working through technical challenges to engaging students. Sousa has been deluged with requests for food assistance and other in-kind supports from families struggling to survive. DCPS sought the assistance of IBH!, which was seen as a credible partner, to help meet these needs. Families struggling with food, housing, and other instabilities are more likely not to show up to school, which made food assistance an obvious fit for IBH!.

To date, IBH! has served approximately 31 families through food and clothing assistance. For the remainder of FY21, IBH! will hone its focus and skills to support those students identified by the school as at the greatest risk of truancy and experiencing an educational slide due to the pandemic. While IBH! remains ready to work with the larger student population, the current narrow focus allows IBH! to deliver more interactive, incentive-based programming during the bi-monthly sessions where the intervention operates like a life skills class.

64. Please provide the number of juveniles by school that were petitioned for truancy by OAG in FY20 and FY21, to date. Additionally, please provide the number of juveniles by school that were referred to Court Social Services (“CSS”) for truancy in FY20 and FY21, to date.

RESPONSE: In FY20, OAG petitioned 1 truancy case.⁴¹ In FY21 to date, OAG has not petitioned any truancy cases. In FY20, CSS referred 392 cases to OAG. In FY21 to date, CSS referred eight cases to OAG. The tables below reflect results by school system and school. To comply with confidentiality laws, OAG has consolidated results of fewer than 10 referrals.

Truancy referrals presented to OAG, by school system and school for FY20.

School System and School	FY20
DCPS	304
Anacostia SHS	30
Ballou SHS	76
Cardozo SHS	18
Coolidge SHS	11
Dunbar SHS	29

⁴¹ Petitioned cases are regarding the initial papering decision only. This excludes cases that were no papered initially (for diversion or another reason) but that were papered after a subsequent papering decision.

Eastern SHS	25
Luke C. Moore Academy	17
Ron Brown College Preparatory HS	16
Roosevelt SHS	32
Consolidated: Ballou STAY, Brightwood EC, Columbia Heights EC, Hart MS, Johnson MS, LaSalle-Backus EC, MacFarland MS, McKinley Technology SHS, Phelps SHS, River Terrace EC, Roosevelt STAY, Sousa MS, Washington Metropolitan, Wilson SHS, and Woodson SHS	50
PCSB	79
Ideal Academy PCS	10
KIPP DC – College Prep PCS	16
Consolidated: Academy of Hope Adult PCS, Capital City PCS – High School, Cesar Chavez PCS (PP-Parkside High School), District of Columbia International School, E.L. Haynes PCS – High School, Excel Academy PCS, Friendship PCS (Collegiate Academy), Goodwill Excel Center, Kipp DC – Valor Academy PCS, Maya Angelou PCS – Evans High School, National Collegiate Preparatory PCHS, Paul PCS – International High School, Somerset Preparatory Academy PCS, Thurgood Marshall Academy PCS, Washington Leadership Academy, and YouthBuild PCS.	53
OTHER (OSSE/Private Placement) Consolidated: Accotink Academy, Phillips Program Fairfax, and The Foundation Schools	fewer than 10
Total	392

Truancy referrals presented to OAG, by school system and school for FY21 to date.

School System and School	FY21 to date
DCPS	62
Anacostia SHS	10
Roosevelt SHS	15
Consolidated: Ballou STAY, Cardozo SHS, Jefferson MS, Johnson MS, Luke C. Moore Academy, New Beginnings DYRS, River Terrace EC, Ron Brown College Preparatory HS, Roosevelt STAY, Washington Metropolitan, and Woodson SHS.	37
PCSB	18
Consolidated: E.L. Haynes PCS – High School, Excel Academy PCS, IDEA PCS, Ideal Academy PCS, KIPP DC – College Preparatory PCS, Paul PCS - International High School, SEED PCS of Washington, DC, Thurgood Marshall Academy PCS, and YouthBuild PCS.	18
OTHER (OSSE/Private Placement) Consolidated: Accotink Academy, The Foundation School and	less than 10

The Pathways School.	
NO CATEGORY	1
Total	87

65. Please provide the number of juveniles by school that were petitioned as runaways by OAG in FY20 and FY21, to date. Additionally, please provide the number of juveniles by school that were referred to CSS as runaways in FY20 and FY21, to date.

RESPONSE: OAG receives runaway referrals from Court Social Services, MPD, and parents. The referrals generally consist of youth ages 11-17. In FY20, OAG received referrals for 31 runaway cases and petitioned or requested pre-petition custody orders from the court in 11 cases. In FY21 to date, OAG received referrals for 10 runaway cases and has petitioned zero cases.

66. Please provide the number of youth arrests at schools papered by OAG in FY19, FY20, and FY21 to date.

RESPONSE:

Petitioned matters where arrest occurred at a school

Fiscal Year	Petitioned matters
FY2019	82
FY2020	57
FY2021 to date	4
Total	143

The petitioned matters include probable cause arrests and arrests on pre-petition custody orders. They do not include arrests on extraditable warrants from other jurisdictions. Matters are included in the fiscal year in which OAG opened the case, which is either the date an arrest was presented to OAG or the date OAG opened a request for a pre-petition custody order. Note that DC schools were closed in March 2020 and most schools have not fully reopened.

67. Please provide an update on OAG’s efforts to develop collaborative programming with MPD for youth involved in weapons offenses.

RESPONSE: OAG has implemented or is currently developed three initiatives to collaborate with MPD for youth involved with weapons offenses.

- Juvenile Hotline. The Juvenile Section Hotline is a help line for the Metropolitan Police Department (MPD) and other law enforcement agencies with arrest powers in the District. Many of the calls OAG received on the hotline are related to weapons offenses, such as Carrying a Pistol Without a License, Armed Robbery, and Armed Carjacking. See response to Questions 58 and 59 for additional information.

- Multi-Jurisdictional Crime Task Force. OAG is developing a Multi-Jurisdictional Crime Task Force to focus on juvenile crime that cross surrounding jurisdictions. The first meeting is scheduled for March 4, 2021. See response to Question 58 for additional information.
- OAG is developing a collaboration with numerous agencies, including MPD, to educate youth about the danger of engaging in criminal activity, especially weapons offenses. Specifically, OAG is working with the MPD Juvenile Processing Center and the MPD Recidivist Unit to develop a curriculum to teach youth to avoid the pitfalls that lead to criminal activity. This outreach effort is tentatively scheduled to begin in the summer of 2021 and will feature a series of sessions in which OAG and MPD engage with youth and introduce strategies to avoid becoming involved in the juvenile justice system.

68. Please describe any partnerships with federal or local agencies relating to criminal justice or juvenile justice that are in progress or in development.

RESPONSE: OAG has partnered with the following local and federal agencies:

- Superior Court of the District of Columbia: Drug Intervention program (“Drug court”), Redirect Project Diversion Program, Mental Health Community Court;
- CJCC: Gunstat, Combatting Violent Crime, Disposition Modernization Project, Inter-Agency Working Group, and other committees led by CJCC;
- DHS: ACE Diversion Program;
- MPD: juvenile hotline; and
- The Multi- Jurisdictional Task Force: Partnership with Montgomery County State’s Attorney’s Office and Prince George’s County State’s Attorney’s Office.

Further, OAG’s Restorative Justice Program participates in CJCC’s Restorative Justice Working Group, JPI’s Youth Rehabilitation Act Working Group, and Building Blocks. And the Restorative Justice Program has partnered with two community-based therapeutic service providers to provide cognitive behavioral therapy to youth in the program: Ascensions Psychological Services, Inc., and the Institute for Behavioral Regulation, LLC.

69. Please update the Committee on OAG’s Cure the Streets program.

RESPONSE: Cure the Streets (CTS) is a pilot public safety program aimed at reducing gun violence in the neighborhoods in which it operates. CTS uses a data-driven, public-health approach to gun violence by treating it as a disease that can be interrupted, treated, and stopped from spreading.

Cure the Streets is based on the CURE Violence Global model, which employs local, credible individuals who have deep ties to the neighborhood in which they work. These “Violence Interrupters” de-escalate situations and attempt to avert potentially fatal shootings. They work to develop inroads and build relationships with key individuals so that they become privy to

information that will enable them to detect and mediate conflicts and prevent shootings. The CTS teams also develop public education strategies that raise awareness of and denounce gun violence. Additionally, the Outreach Workers and Violence Interrupters provide support to victims of gun violence and endeavor to change community norms. They speak out against a culture of violence that has (in some cases) become socially accepted. This involves social media, mass media, and community outreach.

CURE Violence Global, as part of its contract with OAG provides a database in which CTS staff collect information regarding CTS activities. CURE Violence Global also provides training, guidance and coaching to CTS staff on how to employ its public health approach to gun violence prevention; program implementation and management; and use of the database. Outreach Workers, who are responsible for assisting high-risk individuals with personal transformation and pursuing life goals, also are trained in case management. CTS employees also have access to clinical services to address secondary trauma associated with the high level of stress experienced in high-risk neighborhoods.

The Cure Violence public health approach to violence reduction has had success in cities across the country. Of course, it is not solution by itself. But OAG believes it is an important part of an overall crime reduction plan that includes the critical work of police, prosecutors, more involvement in trauma reduction services, and workforce development.

a. Where were the program sites in FY20 and FY21, to date? How were they identified?

RESPONSE: CTS was launched in the summer of 2018 in two pilot sites in Wards 5 and 8 in areas with some of the highest incidence of shootings and homicides in the District. In December 2019, four additional sites began preparing for operations. All six sites were fully operational by January 2020. Each site was chosen after an analysis of data regarding where the program is likely to have the greatest impact. Included in that analysis was MPD incident and shot spotter data, as well community intelligence regarding shootings, homicides, and warring neighborhoods. After identifying areas with persistent gun homicides and shootings, CTS staff reached out to community members in the areas to understand the nature of the violence. This process resulted in the selection of the six CTS sites in the following neighborhoods:

- **Ward 5** (Trinidad and Arboretum)
18th and M St NE
Simms Place NE
Mt. Olivet Rd. and Bladensburg Rd
West Virginia Ave and Florida Ave NE
- **Ward 5** (Eckington/Truxton Circle)
Lincoln Road
North Capitol and Bates St. NW
Hanover Pl. NW
- **Ward 7** (Marshall Heights)
Benning Road
51st and Fitch St SE

51st and H St. SE
G St. SE

- **Ward 8** (Washington Highlands and Congress Heights)
Wahler Place and Trenton Park
9th and Wahler Place
800 Block of Condon Terrace SE
8th and Yuma
600 Block of Mississippi Ave SE
- **Ward 8** (Washington Highlands)
3rd Street
4th Street
6th Street
- **Ward 8** (Bellevue)
Galveston St SW
4600 Martin Luther King Jr. Ave. SW
Irvington St. SW

- b. **How many FTEs are funded through the program, either at OAG or community-based organizations, and what are their positions at each site (e.g. violence interrupter/street worker, program manager, etc.)?**

RESPONSE: There are a total of 73 FTE positions funded through the program, as described in detail below. Five of these FTEs are employed by OAG. An additional 68 FTE positions are at community-based organizations, six of which are vacant.

OAG

Co-Chief of the Violence Reduction Unit: 2
Grants Manager: 1
Program Assistant: 1
Program Analyst: 1
Total Staff: 5

National Association for the Advancement of Returning Citizens

Ward 8: Washington Highlands/Congress Heights
Ward 5: Trinidad/Arboretum
Ward 5: Eckington/Truxton Circle
Director of Operations: 1
Program Manager: 3
Site Supervisor: 3
Outreach Workers: 8
Violence Interrupters: 16
Administrative Assistant: 3
Total Staff: 34

Alliance of Concerned Men

Ward 7: Washington Highlands

Director of Operations: 1 (vacant)

Program Manager: 1

Site Supervisor: 1

Outreach Workers: 4 (1 of these FTEs is vacant)

Violence Interrupters: 4 (2 of these FTEs are vacant)

Administrative Assistant: 1

Total Staff: 8

Vacancies: 4

Father Factor

Ward 7: Marshall Heights

Ward 8: Bellevue

Director of Operations: 1

Program Manager: 2

Site Supervisor: 2

Outreach Workers: 5 (2 of these FTEs are vacant)

Violence Interrupters: 8

Administrative Assistant: 2

Total Staff: 20

Vacancies: 2

- c. **How much funding has been expended in FY20 and FY21, to date, by OAG for the program's operation? To which community-based organizations?**

RESPONSE: In FY20, OAG expended \$4,087,386.90 (not including OAG staff salaries) to operate the Cure the Streets program as follows: NAARC (\$1,253,491); Alliance for Concerned Men (\$1,310,000); Father Factor (\$1,303,477.11); therapeutic and training services to support program (\$220,417.79). To date, in FY21, OAG has expended \$2,276,858.33 (not including OAG staff salaries) as follows: NAARC (\$1,495,445.00); Alliance for Concerned Men (\$265,000); Father Factor (\$516,413.33).⁴²

- d. **What is the total amount and origin of any private funding received for the program's operation? Recoveries from settlements?**

RESPONSE: In FY19, OAG received a \$2 million donation from Alta Gas to fund its violence interruption initiative. This donation was made pursuant to the terms of the Alta Gas/Washington Gas merger agreement negotiated by OAG. The remaining \$50,588.69 will be expended in FY21. As part of a settlement with D.C. Housing Authority, OAG will receive \$100,000 each year for five years to fund violence interruption efforts, which may include Cure the Streets.

⁴² As noted, these figures do not include the salary and fringe benefit costs for the five OAG employees that administer the program. OAG expended \$439,931 and \$162,859 in FY20 and FY21 to date, respectively, on salary and benefits for those employees.

For the initial start-up of CTS, a consortium of funders led by the Greater Washington Community Foundation contributed \$108,000 to OAG's Cure Violence effort, which supplemented the \$360,000 provided by the Council. This consortium funded the technical assistance and training by the Cure Violence National organization in support of OAG's two pilot sites. All funds went directly from the Community Foundation to Cure Violence National.

- e. **Please describe the Cure the Streets program's safe passage work in FY20 and FY21, to date.**

RESPONSE: CTS did not engage in safe passage work in FY20 or FY21. The safe passage work CTS previously had engaged in was in response to a specific set of circumstances in target areas. In part because schools have been closed, the safe passage work has not been a part of CTS during this period. CTS staff will continue to assess conditions in its target areas and may resume safe passage work if circumstances warrant.

- f. **Please describe any training in which Cure the Streets staff participate relating to gender-based violence or healthy masculinity.**

Shortly after being hired, all CTS staff participate in healthy masculinity workshops facilitated by One Common Unity, a local nonprofit organization that works to break cycles of violence. All staff also participate in weekly process group sessions, during which workplace and general gender relations is frequently addressed. These weekly groups are facilitated by qualified professional clinicians contracted by OAG.

- g. **What metrics does OAG use to measure the program's success?**

RESPONSE: The goal of CTS is to reduce the frequency of shootings and homicides within the target areas. OAG tracks gun-related violent incidents in the target areas year over year and as compared to gun violence rates in the District overall. OAG also tracks data associated with the activities of the program.

OAG also is measuring community perceptions of violence in the target areas to determine whether the program influences how residents feel about the level of violence in their neighborhoods. In the autumn of 2019, OAG contracted to conduct a community survey in the target areas, which will serve as a baseline of community perceptions of violence in the neighborhood. We have delayed conducting the follow up survey after learning that there was not a safe, effective, and reasonably priced methodology for conducting the survey during the pandemic. We plan to conduct an in-person follow-up survey when it is safe to do so.

- A. **Violence Indicators**, which are provided by the Metropolitan Police Department.
- i. Gun ADWs: all reported incidents of an assault with a deadly weapon in which the weapon was a gun
 - ii. Gun Homicides: all homicides that were committed with a gun.

OAG also tracks other violent crimes and shot spotter activations, though the shot spotter data is provided only every 4 to six months.

Important notes on the data below:

- The city-wide data includes the incidents that occurred in the CTS target areas and in ONSE sites.
- The CTS model is designed to address gun violence that stems from ongoing interpersonal and intergroup conflict. The CTS model is not intended to address all conflict. Some types of violence, including domestic violence, are not appropriate for CTS intervention.

Gun ADWs									
Area	FY16	FY17	FY18	FY19	FY20	FY21 thru Jan			
City	809	678	651	690	800	256			
City	809	678	651	690	800	256			
OAG	68	52	52	62	60	22			
Bellevue	12	6	2	8	8	3			
Marshall Heights	4	2	3	3	7	1			
Washington Highlands/Congress Heights	9	7	9	8	7	4			
Trinidad/Arboretum	14	17	10	13	16	6			
Eckington/Truxton Circle	9	9	11	15	10	6			
Washington Highlands	20	11	17	15	12	2			

Gun Homicides									
Area	FY16	FY17	FY18	FY19	FY20	FY21 thru Jan			
City	109	80	108	127	148	53			
City	109	80	108	127	148	53			
OAG	8	9	7	15	8	6			
Bellevue	1	2	1	3	0	1			
Marshall Heights	1	0	2	2	1	0			
Washington Highlands/Congress Heights	1	3	1	1	0	2			
Trinidad	2	1	1	3	0	0			
Eckington/Truxton Circle	0	2	1	5	4	2			
Washington Highlands	3	1	1	1	3	1			

B. Program Indicators

OAG tracks CTS activities through a web-based portal developed and maintained by CURE Violence Global. Recently, CURE Violence Global updated its database. This has resulted in some anomalies in the data:

- All staff needed to be trained in the use of the new database. This has meant that, until training was completed, there was inconsistency in how the datapoints were interpreted and data was entered. For example, some mediations may have been counted more than once, as some staff may have entered activities in a mediation as a separate mediation.
- The data collected in the previous data base (in use through July 2020) did not collect the same data as the new database. Because this reporting period included the use of both databases, some reconciling of the data was necessary.
- Key metrics include:

Cure the Streets Program Data			
<i>Indicator</i>	<i>FY19⁴³</i>	<i>FY20</i>	<i>FY21 YTD</i>
<p>Community Responses to Shootings Organized by CTS With 48 hours of a shooting in a target area, CTS coordinates a public community event. The purpose of the event is for the community to come together to denounce gun violence and to display unity around the idea that shootings are unacceptable.</p>	11	35	10
<p>Mediations by CTS Staff Violence Interrupters have strong community ties and understand the dynamics of the neighborhoods in which they work. They build networks of contacts among community members who help them to identify brewing conflicts so they can intervene and help to mediate before violence ensues. When VIs learn of a conflict, they identify and contact all parties and work with them to mediate the dispute to prevent gun violence.</p>	10	112	82
<p># of Program Participants Relatively few residents in any neighborhood are actively involved in gun violence. As persons with roots in the target neighborhoods, CTS staff know or can learn of which residents are at highest risk of involvement in violence, either as perpetrators or as victims. CTS Outreach Workers and Violence Interrupters focus on these highest risk individuals to help them avoid confrontations and violence and work closely with them over time to help them to consider and adopt less violent, more prosocial lifestyles. Once someone is enrolled in the program, they are referred to as a Program Participant. This datapoint represents the total number of people engaged in the program over the course of the year. Program Participants who are enrolled in more than one year are counted in each year.</p>	9	84	109

⁴³ Through August 27, 2019. We do not have data through the end of September as the program went through a transition of both management and data practices and some figures were not logged.

70. Please describe OAG’s work bringing extreme risk protection order cases in D.C. Superior Court in FY20 and FY21, to date, including a brief description of each case (whether successful or unsuccessful) (e.g. self-harm, domestic violence, community violence), how the case was brought to OAG (e.g. household member, law enforcement, mental health professional), and the number and type of firearms or other materials recovered.

RESPONSE: OAG has handled seven ERPO cases since October 1, 2019. These are as follows:

- MPD sought an ERPO after Respondent exhibited concerning behavior while trying to register a gun with MPD, while interacting with others in the community, and after unlawfully transporting a firearm. ERPO was granted after a default hearing.
- A mental health professional sought an ERPO after Respondent made multiple threats to use firearms to hurt himself and others in the community. ERPO was granted after a contested hearing.
- MPD sought an ERPO after Respondent’s spouse contacted MPD to report Respondent was experiencing a mental health crisis. Respondent stated that he felt suicidal and homicidal. There were also allegations of domestic violence against Respondent, and the spouse later filed for a civil protection order. ERPO was granted after a contested hearing.
- Respondent’s roommate sought an ERPO after Respondent made threats to harm and kill him. Respondent owned firearms at the time of these threats. The roommate also filed for a civil protection order. A temporary ERPO was issued, and the final hearing still pending.
- The ex-fiancé of Respondent sought an ERPO after Respondent made suicidal statements. Respondent owned firearms at the time of these threats. The ex-fiancé also filed for a civil protection order. The request for ERPO was withdrawn in exchange for Respondent agreeing to the terms of a one-year civil protection order, which prohibited Respondent from possessing firearms.
- The spouse of Respondent sought an ERPO after Respondent made suicidal statements. Respondent owned firearms at the time of these threats. The spouse also filed for a civil protection order. A temporary ERPO was issued, and the final hearing still is pending.
- A mental health professional sought an ERPO after Respondent was involuntarily hospitalized after attempting to drill a hole through his shared wall with a neighbor due to paranoid delusions. Responding officers recovered an unregistered shotgun and ammunition from the home. A temporary ERPO was issued, and the final hearing still is pending.

OAG does not track the number and type of firearms or other materials recovered—which is handled by MPD.

71. Please describe OAG’s elder abuse work in FY20 and FY21, to date.

RESPONSE: OAG’s elder justice work is handled by PSD and PID, which work closely together to enforce the Criminal Abuse, Neglect and Financial Exploitation of a Vulnerable Adult or Elderly Person Act, D.C. Code § 22-931, *et seq.* (the Act). OAG received more than 300 financial exploitation referrals from Adult Protective Services (APS) in FY20 and 117 APS referrals in the first quarter of FY21. OAG also receives regular referrals from the public through a dedicated Elder Justice Hotline and from MPD, AARP Legal Counsel for the Elderly (LCE), IONA Senior Services, and other community members. With its unique coordination between criminal prosecution and a standalone civil enforcement section, described below, the OAG elder justice team has been highlighted at the local and national level.

Through a Memorandum of Understanding with the United States Attorney’s Office (USAO), in place since January 2019, PSD’s elder abuse prosecutor is currently the only prosecutor in the District focused exclusively on financial crimes against elders and vulnerable adults. Before January 2019, there was no dedicated prosecutor. In FY20, the prosecutor handled the first jury trial involving the charge of Financial Exploitation of an Elderly Person—which resulted in a guilty verdict on all four counts after four days of trial and brief jury deliberations. She obtained guilty pleas in two additional misdemeanor cases and two felony cases. The felony pleas stemmed from an eighteen-count indictment against two former bank employees who exploited an elderly client for \$80,000. Two additional felony matters remain pending. Her outstanding work was recognized through receipt of the Director’s Award from the Executive Office of the United States Attorney for Superior Performance as a Special Assistant United States Attorney. In 2020, PSD also filed 53 petitions for guardians and conservators for vulnerable adults who were being abused, neglected, or exploited, or who were self-neglecting.

In 2019, OAG established the Elder Justice Section (EJS) in PID to handle civil enforcement of the Act. This standalone section is unique among states’ Attorney General offices and is staffed with four attorneys, an investigator, a paralegal, and administrative personnel. EJS attorneys can obtain restitution for victims of financial exploitation, civil penalties, and temporary or permanent injunctions against bad actors through civil enforcement of the Act. In FY21, EJS attorneys obtained injunctive relief against a Maryland resident whom OAG alleges has, for years, used a vulnerable District resident’s retirement income for her own benefit, driving to the District on the 3rd of each month to take her victim’s retirement benefits the day they are deposited into his account. EJS attorneys also obtained relief against a nephew whom OAG alleges took more than \$40,000 from his uncle’s bank account over just a couple of months, while his uncle was in a District nursing home suffering from disabilities that left him unable even to communicate.

OAG also serves as a community resource and participated in more than 30 local and national events in FY20 (and more than 10 events in first quarter of FY21) to share information about financial exploitation and OAG elder justice initiatives. Committed to maintaining outreach during the COVID-19 pandemic, OAG swiftly pivoted to virtual outreach events. The Attorney General co-hosted a tele-townhall with AARP regarding COVID-19 fraud, reaching thousands of attendees, and appeared at a Mayor’s press conferences regarding COVID-19 and its effect

on elder and vulnerable adults for whom isolation during the pandemic has increased the risk of abuse and exploitation.

OAG staff discussed the interplay between criminal and civil prosecutions of the Act at a webinar for the Department of Justice Elder Justice Initiative entitled, “Big Challenges- Big Rewards: Overcoming Obstacles to Elder Abuse Prosecutions;” gave a presentation to the District’s Law Enforcement Taskforce; and provided training about the Act and OAG elder justice initiatives to the D.C. Superior Court fiduciary panel and Multi-Door Mediation staff, as well as other District agencies, including the Department on Disability Services (DDS) and the DBH. OAG attorneys also presented on three separate DC TROV (the District’s Collaborative Training and Response for Older Victims) panels addressing (1) financial exploitation; (2) unique challenges faced by older survivors of domestic violence; and (3) older adults and family violence. The goal of these trainings was to increase awareness of elder abuse and exploitation and to prevent and to address abuse by ensuring that staff who work with elderly or vulnerable adults are able to spot abuse and exploitation and know how to report it.

In FY21 Q1, OAG established a Long-Term Care Multi-Disciplinary Team (LTC MDT), bringing together for the first time District agencies, service providers, and the Office of the D.C. Long-Term Care Ombudsman for regular, monthly meetings. A first initiative for the LTC MDT was the creation of a four-part webinar series to provide people receiving long-term care benefits, their families, services providers, and other community members information about rights and responsibilities and addressing timely subjects. OAG worked with AARP DC and LCE, as well as other LTC MDT members, to create the series on these topics: (i) How to Safely Celebrate the Holidays with Loved Ones in Long-Term Care (December 9, 2020); (ii) Supported Decision-Making (January 13, 2021); (iii) Financial Exploitation and Abuse in Long-Term Care (February 10, 2021); and (iv) Person-Centered Services (scheduled for March 10, 2021). The webinars have each hosted approximately 100 local and national attendees and are available on the OAG, AARP DC, and LCE Facebook pages. OAG and LCE also provided information about the webinars to nursing home administrators and encouraged them to share the presentations with residents.

72. Please describe OAG’s wage theft work in FY20 and FY21, to date.

RESPONSE: The Social Justice Section (SJS) of the Public Advocacy Division is tasked with enforcing the District’s wage theft laws. OAG is statutorily authorized to enforce District laws relating to back pay, minimum wage, overtime, paid sick and safe leave, and the District’s living wage (relating to minimum wage requirements that apply to certain employers contracting with the District of Columbia). D.C. Code § 32-1306(a)(2)(A). OAG is also statutorily authorized to enforce the Workplace Fraud Act (WFA), which applies specifically to the construction industry and prohibits the practice of worker misclassification and setting out a statutory test for determining whether a worker is an employee or independent contractor. *Id.*, D.C. Code § 32-1301.01, *et seq.* Finally, with the onset of the COVID-19 pandemic, OAG is statutorily authorized to enforce the Mayoral Orders and Guidelines, as outlined more fully in the Protecting Businesses and Workers from COVID-19 Congressional Review Emergency Amendment Act of 2020, D.C. Code § 32-141.01 *et seq.*

The first two FTEs funded by the Council for the purpose of wage theft enforcement were hired and began working in SJS toward the beginning of FY18 in September and November 2017. Since then, we also recruited (in October 2020) a one-year Justice Catalyst fellow, funded entirely by Public Rights Project, to focus on the intersection of antitrust and consumer issues with workers' rights. We also hired an additional staff member who will begin working with us in mid-February 2021 and will also be bringing on a Section Chief for a new Workers' Rights and Antifraud Section in the Public Advocacy Division. In building its affirmative wage theft enforcement practice, SJS has sought to continuously incorporate strategic enforcement policies in its operations, targeting pattern-and-practice violations to deter would-be offenders and maximize recovery for workers. Since November 2017, SJS has opened over 55 affirmative wage enforcement cases, which include both investigations and lawsuits. A summary of SJS's wage enforcement cases is provided below, which includes (A) summaries of each wage theft lawsuit filed by SJS, (B) publicly announced settlements of SJS wage theft investigations, (C) brief descriptions of open investigations, (D) other SJS workers' rights enforcement actions, including COVID-19-related enforcement actions, (E) SJS's policy and advocacy efforts, and (F) multistate enforcement efforts.

A. Lawsuits

District of Columbia v. Power Design, Inc., et al., 2018 CA 005598 B (D.C. Superior Court). In August 2018, OAG filed a complaint against Power Design, Inc., an electrical contractor, and several of its subcontractors. The lawsuit alleged that the defendants committed multiple wage theft violations, including worker misclassification, failure to pay minimum wage, and failure to pay overtime. In January 2020, the Court entered a Consent Order that settled the lawsuit for \$2,750,000, which requires Power Design to pay \$879,056 in restitution relating to overtime and minimum wage claims for hundreds of workers, and \$1,820,944 in civil penalties; this amount also included Power Design's commitment to pay \$50,000 to the Department of Employment Services for apprenticeship, job-training, or workforce development initiatives. The company also agreed to institute policies, as well as reporting requirements, to ensure prospective compliance with District law. The claims administration process has progressed.

District of Columbia v. Urban Athletic Club ("UAC"), 2020 CA 004921 B (D.C. Superior Court). PPE and social distancing/emergency legislation enforcement action. Investigation confirmed violations of emergency act and Consumer Protection Procedures Act. We filed a complaint and Temporary Restraining Order (TRO) on December 8, 2020 and filed a Consent Order for the TRO and Preliminary Injunction on December 11, 2020. We also negotiated a final Consent Judgment with a \$10,000 penalty and firm requirements for future compliance with safety regulations.

District of Columbia v. DoorDash, 2019 CA 007626 B (D.C. Superior Court). In November 2019, OAG filed this lawsuit against DoorDash, Inc., a food delivery service, for its practice of encouraging consumers to tip for food deliveries and then pocketing those tips instead of passing them along to workers. The lawsuit alleges that DoorDash led consumers to believe that any tips would go directly to food delivery workers, while instead effectively treating this money as extra profit for the company. Under the terms of a November 24, 2020 settlement, DoorDash paid \$1.5 million to affected District workers who made deliveries to consumers while the company's

deceptive tipping policy was in place; paid \$750,000 to the District; and paid \$250,000 to two District charities. The settlement also contained injunctive terms ensuring that DoorDash set up systems to ensure that tips go to workers in the future and to clearly inform consumers and workers about how workers are paid.

District of Columbia v. Corinthian, 2016 CA 004611 B. (D.C. Superior Court). OAG continued to litigate this False Claims Act and unjust enrichment action based on Corinthian's knowing failure to comply with the Davis-Bacon Act's requirement that government contractors pay prevailing wages to all workers on a project. The case alleges that Corinthian violated the terms of its contracts with the District by failing to disclose its subcontractors and filed false certified payroll reports with the District that did not disclose all workers and concealed the fact that Corinthian had failed to pay prevailing wages to some subcontractors. This case is a collaboration between the Public Integrity Section and the Social Justice Section's Workers' Rights Unit, because this kind of exploitation of workers by a prime contractor directly violates the Davis-Bacon Act.

B. Settlements

Rock Spring Contracting, LLC: In December 2019, OAG settled a worker misclassification and overtime investigation of Rock Spring Contracting, LLC, a company that provides drywall construction services, which recovered \$56,851.20 in restitution for workers and \$225,000 in payments to the District.

Capitol Drywall/GTJ: This was a worker misclassification investigation that we settled for \$200,000 pre-litigation in September 2020.

Instacart: Case settlement June 2020 provided expanded eligibility for paid sick leave, free telemedicine for workers with COVID-19 symptoms, up to 14 days' childcare assistance in June to District Instacart workers who are primary caregivers for children, and a \$50,000 donation to a local food aid organization.

Walmart: On the pre-litigation COVID enforcement front, we successfully engaged with Walmart's District locations to improve health and safety protocols for the company.

Matchbox Food Group, LLC: This minimum wage investigation settled June 2020 for \$147,551.15 to be paid over a six-month period.

C. Open Investigations

While OAG does not generally comment on pending investigations, some general detail can be provided. OAG currently has more than 12 active investigations involving 32 companies, targeted at pattern-and-practice violations, related to worker misclassification, minimum wage, overtime, paid sick leave, and violation of COVID-19 orders. These investigations are also strategically targeted at industries that employ a significant number of low-income workers who are particularly vulnerable to wage theft due to issues such as language barriers or unfamiliarity

with their rights under District law. OAG is currently focusing its investigations on construction, restaurant, hospitality, gig economy workers, and retail.

Separately, since the public health emergency began in mid-March 2020, we have received more 150 complaints regarding workers' rights—many of them related to COVID-19. After investigating those complaints, we sent approximately 40 cease and desist letters and letters of inquiry. These dealt with a range of violations—from nonessential businesses illegally operating before the District began the reopening process, to issues around guaranteed paid sick leave, to employers failing to follow guidelines around personal protective equipment and social distancing. We also performed an audit of approximately 50 restaurants to ensure establishments in all Wards of the District were taking adequate steps to protect workers. We have monthly meetings with DCRA staff to, in part, coordinate around monitoring of COVID-19 compliance.

D. Other Enforcement Actions

In addition to OAG's affirmative actions described above, another component of OAG's wage enforcement practice involves enforcing administrative orders issued by Department of Employment Services (DOES) that are referred to OAG. In these cases, OAG will petition the Superior Court to enter DOES administrative orders as judgments. OAG has secured judgments in over a dozen such enforcement actions totaling more than \$400,000. In addition, OAG has also successfully settled several cases referred by DOES, recovering more than \$65,000 in back wages due to workers and penalties to the District. Resolution of DOES case referrals in FY20 and FY21 to date includes:

- *District of Columbia v. F & O Transportation*, 2019 CA 006660 (D.C. Superior Court): We obtained judgment in Superior Court on DOES's administrative decision regarding wage theft. The award was \$37,189.44 in restitution to the worker and \$33,500 to the District. The appeal by the employer to the Court of Appeals was dismissed, and the judgment is in collections.
- *District of Columbia v. Kiss Lounge, LLC*, 2019 CA 006656 2 (D.C. Superior Court): DOES referred this matter to OAG for enforcement of a wage theft. The case settled mid-September 2020 for \$15,000 to claimant after OAG filed a Superior Court petition for entry of judgment.

E. Policy and Advocacy

To further its enforcement goals, SJS has partnered with community stakeholders to amplify its wage enforcement presence and encourage prospective compliance. For example, in October 2019, OAG presented to the Just Pay Coalition at their Outreach and Legislative Strategy Retreat, which included representatives from non-profits, unions, service providers, worker centers, and community groups dedicated to securing workplace justice in the District. In November 2019, OAG held a roundtable discussion with the Alliance for Construction Excellence, between AG Racine and construction industry stakeholders regarding fair contracting. OAG is also actively involved in the Labor Trafficking Subcommittee of the D.C. Human Trafficking Task Force to which the workers' rights team has given several workers'

rights trainings over the past year. In December 2019, OAG provided a “Pay Stub Training” with Jobs with Justice and Washington Lawyers’ Committee for Civil Rights and Urban Affairs. In February 2020, OAG convened several union representatives for the Labor Advisory Group Meeting between the Attorney General and union leaders. During the pandemic, OAG’s workers’ rights team engaged in several COVID-19 Tele-Town Halls, including a presentation to the Labor Advisory Group. In April 2020, we presented a “Federal and Local Sick Leave Webinar” with Jobs with Justice. We also participated in a “Minimum Wage Webinar” with Jobs with Justice and Washington Lawyers’ Committee for Civil Rights and Urban Affairs. In October 2020, Attorney General Racine presented on a Harvard Workers’ Rights panel presentation regarding workers’ rights.

Collaboration with the Council

OAG’s workers’ rights team met with staff from Councilmember Silverman’s office to provide comments on the following bills:

- Protecting Businesses and Workers from COVID-19 Congressional Review Emergency Amendment Act of 2020, D.C. Code § 32-141.01 *et seq.* (enacted)
- “Ban on Non-Compete Agreements Amendment Act of 2020” (passed and pending enactment)
- “Workplace Safety During the COVID-19 Pandemic Emergency Amendment Act of 2021” (pending enactment)

The team also created FAQs published on OAG’s website to educate the public on each of these bills.

FY20 and FY21 – Multi-State Wage Enforcement

SJS has also partnered with the labor enforcement divisions of other states’ attorneys general to participate in labor/wage enforcement matters with national implications. These efforts include:

- *Arbitration*: In November 2019, OAG led a 12-state coalition seeking information from two of the nation’s major arbitration organizations, the American Arbitration Association and Judicial Arbitration and Mediation Services. OAG sought information relating to hurdles faced by workers seeking to arbitrate their claims, including delays arising from employer non-payment of arbitration filing fees.
- *State of New York, et al. v. Scalia* (20-cv-1689): This multi-state lawsuit, led by New York, challenges a U.S. Department of Labor regulation that would narrow the joint employment standard under the Fair Labor Standards Act. On June 10, 2020, several parties moved to intervene in the case, including the International Franchise Association, the Chamber of Commerce of the United States of America, and HR Policy Association. Judge Woods issued a strong opinion in September 2020 granting summary judgment for the States and striking down the most harmful aspects of the Rule as contrary to law (because relying solely on the definition of “employer” and creating a separate test for “joint employment” violate the statute, prior interpretations, and case law) and arbitrary

and capricious (due to its inconsistencies with prior USDOL interpretations, conflict with the Migrant and Seasonal Agricultural Worker Protection Act regulations, and inadequate consideration of harm to workers). The Court specifically cited state agency declarations, including the declaration we provided with Department of Employment Services (DOES).

- *State of New York, et al v. U.S. Dept. of Labor* (21-cv-00536): We joined a New York-led suit regarding Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) rule that unlawfully expanded the religious exemption for federal contractors under Executive Order 11,246, “weakening anti-discrimination protections for workers, and prompting an increase in employment discrimination and its attendant effects.”
- *Commonwealth of PA v. Scalia, et al.* (21-cv-00258): We joined a Pennsylvania and Illinois-led suit challenging a new U.S. Department of Labor regulation on the payment of wages to tipped employees. The Final Rule eliminates what is known as the “80/20 rule” that ensures that workers who are paid the lower service rate (\$5/hour in the District) are performing duties that will enable them to earn more tipped income by spending at least 80% of their time serving customers directly. The DOL’s Final Rule would allow employers to claim the tip credit for workers who spend more than 20% of their time performing non-tipped duties.
- *Walmart*: We engaged in multi-state negotiations with Walmart for proper sanitizing of its stores, extension of its paid emergency leave to all asymptomatic workers who have been in close contact with individuals who have COVID-19, and matching the benefits that smaller employers (with 50-499 employees) are required to provide under the Families First Coronavirus Response Act.
- *Amazon/Whole Foods*: We engaged with a multi-state group to urge Amazon/Whole Foods to expand paid sick and family leave for their employees and independent contractors during the COVID-19 pandemic.

73. Please describe OAG’s residency fraud work in FY20 and FY21, to date, including the number of cases OAG prosecuted and their outcomes.

RESPONSE: OAG filed two new residency fraud cases in FY20 and FY21 to date. During this time, OAG settled 28 residency fraud cases and won five judgments. The settlement agreements totaled \$1,145,270.50 for the District, and judgments totaled \$912,917. OAG has five cases pending in the Superior Court of the District of Columbia and 139 cases under investigation.

74. Please list all cases brought by OAG for housing code violations or under the Tenant Receivership Act in FY20 and FY21, to date, along with their statuses (including any recoveries or abated conditions).

RESPONSE: The Social Justice Section (SJS) of the Public Advocacy Division is tasked with seeking receiverships over properties with a pattern of unabated housing code violations or with

pervasive health, safety, or security issues under the Tenant Receivership Act (TRA), D.C. Code §§ 42-3651.01–42-3651.08. SJS has brought two new TRA cases during FY20 and FY21 and continued litigating seven previously filed cases. We also have enforcement authority under the Drug-, Firearm- and Prostitution- Related Nuisance Abatement Act (Nuisance Act), D.C. Code § 42-3101, *et. seq.*, which also enhances the living conditions of tenants in the District, by adding enhancements like lighting and repairing building entrances and removing harborage outside of the buildings. In addition to reviewing more than 300 nuisance-related complaints in FY20, SJS filed four nuisance cases in FY 2020, one including involving ten public housing complexes. A summary of SJS’s housing enforcement cases is provided below, which includes (A) summaries of ongoing litigation cases, (B) open investigations, (C) other enforcement actions, and (D) policy and advocacy efforts.

A. Ongoing Litigation Cases

Previously Filed Cases Litigated in FY20 and FY21

District of Columbia v. Alabama Avenue LLC, et al. (“Congress Heights”), 2016 CA 1622 B (Superior Court): Congress Heights is a three-building apartment complex that Sanford Capital acquired in 2010 as part of a joint project with developer CityPartners LLP. These two partners planned to raze and redevelop the area surrounding the Congress Heights metro station. OAG filed suit against Sanford Capital in 2016, seeking a receiver to remedy the deplorable conditions caused by Sanford Capital’s neglect. The Superior Court appointed a receiver in September 2017. Before the receiver submitted his assessment of the repair needs at Congress Heights, Sanford Capital requested a 60-day grace period to find a buyer for the property, during which the Superior Court ordered Sanford Capital to negotiate a sale exclusively with the tenants. In violation of the court’s order, Sanford Capital transferred the property to CityPartners through a sham transaction in December 2017. During the first six months of 2018, OAG conducted intensive discovery and litigated the propriety of this transfer and CityPartners’ obligation to fund the continuing receivership. The court has since ruled in OAG’s favor and ordered CityPartners to pay the receiver approximately \$1 million to repair the property, and the tenants have been relocated. Unfortunately, before the receiver could fully implement his rehabilitation plan, a portion of the property was damaged in a fire. The court has ordered the receiver to repair one building to house the nine remaining tenants.

District of Columbia v. Jefferson-11th Street, et al., 2017 CA 2837 2 (Superior Court): This case concerns a 26-unit building in Columbia Heights with 13 remaining tenants located at 2724 11th Street, NW. For the past several years, the owner and property manager have refused to repair failing systems and chronic issues at this building, exposing the low-income tenants to toxic mold, rat, and bedbug infestation, and inconsistent utilities. In 2017, OAG filed a lawsuit seeking appointment of a receiver over the property and restitution for the tenants under the CPPA. In November 2017, the Superior Court appointed a receiver over the property. The receiver submitted an assessment of the property concluding that it needs to be completely gutted and rehabilitated to abate the mold, lead, and other hazards. In 2018, OAG successfully litigated the liability of an owner of the corporation that owns the property to personally pay the estimated rehabilitation costs of \$1.8 million. The tenants have been relocated while the receiver fully rehabilitates the property. Renovations have begun but are not yet completed. The Court granted

summary judgment in favor of the District on liability, and a remedies hearing is set for March 30, 2021.

District of Columbia v. Sanford Capital, et al., 2018 CA 844 B and 2018 CA 953 B (Superior Court): In February 2018, OAG filed two separate CPPA cases Sanford Capital and its related companies and individual owner. These actions concerned housing code and other issues at properties Sanford Capital had recently sold located at 315-325 Franklin Street, NE and 4951-4957 G Street, SE. These cases seek to recover back rent for tenants forced to endure apartments with housing code and other issues during the time Sanford Capital owned their apartments. Sanford Capital agreed to settle the case and the tenants, on average, will receive approximately \$7,500 per household.

District of Columbia v. Thomas K. Stephenson, 2018 CA 4488 B (Superior Court): In June 2018, OAG filed an action under the TRA and the CPPA against Thomas Stephenson related to an apartment complex he owns at 711 and 719 49th Street, NW. OAG requested that Stephenson abate all housing code violations and mold contamination. During inspections, DCRA found 92 housing code violations at the property. The Court initially ordered Stephenson to abate all violations, but when he failed to do so, the Court appointed a receiver in December 2018 to bring the property into compliance. The property owner then declared bankruptcy. In January 2020, the bankruptcy court permitted the sale of the properties to a new owner. Summary judgment on liability was granted in July 2020, and on February 1, 2021, the Superior Court entered a final judgment awarding \$270,367 in rent refunds to tenants and the District more than \$350,000 in penalties and costs.

District of Columbia v. EADS LLC, et al., 2018 CA 5830 B (Superior Court): In August 2018, OAG brought an action against the owners and managers of an apartment complex at 5320 8th Street, NW under the TRA and the CPPA. During 2018, DCRA inspected this property and cited it for dozens of housing code violations. The property residents are majority monolingual Spanish speakers. In December 2018, the Superior Court appointed a receiver over the property. After the appointment of the receiver, four gas leaks and a faulty electrical system were discovered. The receiver completed his initial assessment and remediation plan. The court has ordered the property owner to pay \$400,000 to bring the property up to code. The District filed a motion for summary judgment in November 2020, which is pending opposition and a decision. The housing provider recently filed for bankruptcy.

District of Columbia v. Vista Ridge Limited, et al., 2018 CA 7285 B and 2018 CA 7279 B (Superior Court): In October 2018, OAG filed two related cases against Defendants Joseph Kisha, Tina Shaw, Castle Management, and their various entities to address the ongoing gun violence and housing conditions problems at Forest Ridge and the Vistas—a 400-unit subsidized housing complex in Ward 8. These actions seek appointment of a receiver and abatement of all housing code violations at the properties, as well as security enhancements to address drug and firearm issues at the apartments. The property owner filed for bankruptcy. The Bankruptcy Court has since approved the sale of the property a new purchaser. The new purchaser, a California-based company, entered a Memorandum of Understanding with the District, and renovations are proceeding. The case settled for \$5.5 million total resolution between tenant claims and District penalties (\$3.5 million to the District, approximately \$1.9 million for tenant claims, and

\$400,000 *cy pres* to organizations (Cure the Streets, DC Central Kitchen, Horton’s Kids) that serve the immediate community, and approximately \$1 million to the District for penalties.) In July 2020, the Bankruptcy Court and the Superior Court approved the settlement. The related *Stanton Glenn* case settled for \$60,000.

District of Columbia v. The Bennington Corporation, et al., 2018 CA 7253 B (Superior Court): In October 2018, OAG filed a TRA and CPPA case concerning a three-building apartment complex at 4480 C Street, SE, 4559 Benning Road, SE, and 4569 Benning Road, SE owned by Mehrdad Valibeigi. DCRA had been called to this property multiple times by tenants and their advocates because of the deplorable conditions. Valibeigi owns other properties in the District, and those properties are generally in serious disrepair and suffer from repeated ceiling collapses, bed bug infestation, and other system-wide issues. The Superior Court ordered the landlord to pay \$75,000 to make repairs at the property, and the Court appointed a receiver. After the housing provider filed bankruptcy, the Bankruptcy Court trustee is marketing the property for sale. A motion for default was granted, and we are filing motion for summary judgment.

District of Columbia v. 220 Hamilton Street LLC, et al., 2018 CA 8733 B (Superior Court): 220 Hamilton Street, NW is an apartment complex located in Ward 4 that was previously owned by Rufus Stancil. OAG brought a suit for appointment of a receiver in December 2018 against the new owner, Viviane Awasun. Awasun purchased the property in a bankruptcy sale in 2017. During a series of property-wide inspections in 2018, DCRA discovered at least 173 violations of the District’s housing code, 98 of which constituted a serious threat to life, health, and safety of the tenants. The landlord has since agreed to substantially rehabilitate the property. OAG resolved its CPPA claims against the owner and management company for \$50,000 in June 2020.

District of Columbia v. Astor Place Partnership et al., 2019 CA 001845 B (Superior Court): In March 2019, OAG filed its second case against Mehrdad Valibeigi. This case concerns the 12-unit apartment building in Ward 7 at 5058 Astor Place NE. The property suffers from inadequate heat, inadequate ventilation, mice, roaches, chronic sewage backups, plumbing leaks, and mold. DCRA had been called to this property multiple times by tenants and their advocates because of the deplorable conditions. After a two-day evidentiary hearing at which several tenants testified, the Court, with consent of the Defendants, appointed Catalyst Property Solutions as the property manager. The court also ordered the Defendants to pay \$75,000 for Catalyst to make emergency repairs. Catalyst has since repaired the boiler and is in the process of formulating a budget that will bring the entire property up to code. The housing provider filed bankruptcy in later 2020, and the trustee’s motion to sell Astor Place Apartments for \$922,000 to East West Development (Sam Razjooyan) was approved, and the sale went through. The new owner created an agreement with the tenants’ association to repair the building and agreed with the District to subsume the repair abatement plan for the building. We are filing a motion for summary judgment for a March 8, 2021 deadline.

District of Columbia v. Tavana Corporation et al., 2019 CA 003718 B, (Superior Court): In June 2019, OAG filed its third case against Mehrdad Valibeigi. This case centers around a 24-unit property in Ward 5 at 1850 Kendall Street, NE and 1854 Kendall Street, NE. Both buildings were in serious disrepair and were replete with water leaks, roaches, rodents, and mold. The

District has asked the Superior Court to appoint a receiver. A foreclosure of the property on January 14, 2021, led to purchase of the property by Sam Razjooyan, the same purchaser as in *Astor Place*. We are filing a motion for summary judgment.

Newly filed cases in FY20 and FY21 to date

District of Columbia v. 76 M, 2020 CA 001080 B (Superior Court): OAG filed a Tenant Receivership Act case in February 2020 regarding repair issues at Ward 4 properties located at 6145 Kansas Avenue, NE, 6147 Kansas Avenue, NE, and 6149 Kansas Avenue, NE. A consent abatement plan was entered June 2020. Lead paint abatement, mold remediation, and rodent proofing are completed Full electrical work is pending, but the judge now has a standing order of penalties of \$100 per day due to lack of full compliance with abatement plan. The case is in discovery, and the District recently filed a motion for summary judgment.

District of Columbia v. 1339 Quincy St. NW, 2020 CA 002545 B (Superior Court): OAG filed a drug-related nuisance complaint in May 2020 related to this Ward 4 property. A consent agreement was filed September 2020, with provisions to provide lighting and secure doors. Complaints about the property have abated as a result.

District of Columbia v. 1603 Good Hope Rd. SE, 2020 CA 002232 B (Superior Court): OAG filed a drug-related nuisance case related to this Ward 8 property in April 2020, and a settlement was approved in May 2020. In accordance with the settlement terms, lights and cameras have been installed, a security patrol was hired, and the defendant paid a \$6,000 penalty. Following recent negotiations, the owner convinced laundromat tenants to move, boarded up the property, and installed secure fencing. OAG continues to monitor for compliance.

District of Columbia v. District of Columbia Housing Authority, 2020 CA 002740 B (Superior Court): OAG filed a drug-related nuisance complaint in June 2020 related to 10 public housing properties encompassing over 1500 addresses and four Wards throughout the District: LeDroit and Kelly Miller Apartments in Ward 1; Langston Terrace and Additions in Ward 5; Carroll, James Creek and Syphax Apartments in Ward 6; and Benning Terrace, Kenilworth Courts, Lincoln Heights, Richardson Dwellings, and Stoddert Terrace Apartments in Ward 7. The court approved a consent order in September 2020 mandating improvements to the property and providing payments of \$100,000 per year for five years to fund violence interruption services. DCHA is providing the District monthly reports on vacancies, repairs, and criminal activity at the 10 buildings. Installation of lighting, cameras, and door locks have been completed for all 10 properties.

District of Columbia v. RSS WFRBS2013C17-DC WHP, LLC, 2017 CA 005935 R(RP) (Superior Court): Wheeler and 10th Place, LLC, which is a subsidiary of Sanford Capital, LLC, bought this Ward 8 property at 13th block of 10th Place, SE, and the 33rd block of Wheeler Road, SE in 2013 using a loan from Basis Real Estate Capital II, LLC. In September 2020, after several complaints about the poor condition of the property like severe plumbing issues, rodent infestation, and drug- and firearm-related nuisance activity, the District filed a motion to intervene in a receivership related to this property. The motion to intervene was granted in November 2020, and the District filed a court-ordered abatement plan in January 2021. The

foreclosure sale was set for mid-February 2021, but a deed in lieu of foreclosure was orchestrated. We are coordinating with the bank and the new owner to create an agreement regarding repair schedule.

District of Columbia v. 1828 Q St. SE, 2020 CA 004428 B (Superior Court): In October 2020, OAG filed a drug-related nuisance complaint related to a Ward 8 property located at 1828 Q Street, SE. In January 2021, we negotiated a consent order to monitor progress in security upgrades that were installed, including increased security, \$3,000 in damages to be paid by February 20, 2021, and the remaining \$20,100 stayed pending ongoing compliance.

District of Columbia v. New Bethel Baptist Church Housing Corporation, Inc. and Evergreen 801 RI Apartments, LLC, 2021 CA 511 B (Superior Court): On February 23, 2021, the District filed a suit against the defendants for appointment of a receiver under the Tenant Receivership Act, alleging violation of the Consumer Protection Procedures Act and Nonprofit Corporations Act relating to extensive repair issues at this 76-unit, HUD-subsidized property.

B. Open Investigations

From October 2019 through January 2021, the housing enforcement team has received an estimated 600 complaints, including more than 360 since the beginning of the COVID-19 pandemic in mid-March 2020. While OAG does not publicly comment on pending investigations, some general detail can be provided. OAG currently has more than 20 active investigations, in addition to its court cases, targeted at pattern-and-practice violations involving repair issues. Also, at any given time OAG is investigating at least 50 complaints within our enforcement authority under the Nuisance Act.

C. Other Enforcement Actions

In addition to the actions described above, another component of OAG's housing enforcement practice involves enforcing the variety of COVID-19 protections instituted during the public health emergency. OAG has sent at least 90 formal cease and desist letters for violations of the COVID-19 protections, several based on wrongful eviction attempts, illegal late fees, illegal notices to vacate, and lack of proper cleaning of common areas. In addition, we have served a few investigative subpoenas on tenant-related COVID-19 enforcement.

District of Columbia v. Lenkin Management/Yorkshire Apartments: OAG's investigation uncovered evidence that Lenkin had issued at least 23 notices threatening tenants of Yorkshire Apartments, located at 3355 16th St NW in Ward 1 with eviction if they did not pay back rent or enter a payment plan within 30 days, even though evictions for non-payment of rent cannot legally move forward during the COVID-19 public health emergency. In addition to misleadingly implying that evictions were imminent—in violation of the CPPA—the notices were served in English only, violating a District law requiring all eviction notices to be served in both English and Spanish. Several tenants who received the misleading English-only notices speak only Spanish. As part of a February 24, 2021 settlement that resolves OAG's investigation, Lenkin will be required to pay \$17,250 in penalties to the District and issue a notice to tenants withdrawing the previous eviction notice.

D. Policy and Advocacy Efforts

In addition to testifying before the Council on September 14, 2020 to make recommendations to protect tenants during the public health emergency and thereafter, OAG has engaged the community, both locally and nationally, to strategize regarding its enforcement activities on behalf of tenants.

The housing enforcement team coordinates extensively with a variety of stakeholders, co-hosting regular legal services stakeholders meetings with the Legal Aid Society of the District of Columbia, increased from bi-monthly to monthly during the pandemic. Separately, the team meets regularly with members of MPD to coordinate around “nuisance” properties, and in March 2020 OAG held a meeting with USAO. to coordinate around property enforcement. In July 2020 we coordinated with USAO to provide a tenants’ rights presentation for a women’s roundtable. We engaged in several OAG-sponsored COVID-19 Tele-Town Halls to discuss the landscape of COVID-19 protections for tenants and OAG enforcement activities in that area. After a Latinx Town Hall and outreach call with Latinx leaders in collaboration with Georgetown University’s Kalmanovitz Initiative for Labor and the Working Poor, OAG received a marked increase in referrals of eviction moratorium violations involving the immigrant community. We also held a “nuisance case mini-boot camp” for the Mayor’s Office of Community Relations and Services, which launched similar presentations to ANCs in all seven MPD Districts.

To ensure tenants in the District know their rights, the housing enforcement team created several FAQs, engaged with print media, and several community events. OAG organized, with the Office of the Tenant Advocate, a July 22, 2020 panel presentation, “Evictions: Preparing for the Storm” panel presentation that included a legal services attorney, housing provider attorney, and representative from the Landlord and Tenant Court. We presented COVID-19-related panels for the D.C. Bar Aging and the Law Institute panel presentation on COVID-19 Housing Issues in September 2020.

We engaged in national conversations on COVID-19 issues affecting tenants, including with the American Constitution Society, the National Low Income Housing Coalition, MultiState Attorney General briefing on the economic fall-out of COVID-19 for homeowners and renters. The MultiState Attorney General briefing led to us launching, with the New York Office of the Attorney General, a MultiState Attorney General housing enforcement group, which has grown to 20 State Attorney General offices.

- 75. How many complaints were filed against the District or one of its agencies pursuant to the District of Columbia Whistleblower Protection Act in FY20 and FY21, to date? Please indicate which agency was involved in the litigation and the status of each complaint.**

RESPONSE:

Case Name and Number	Agency Involved	Case Status
<i>Andrews v. District of</i>	D.C.	Closed. Motion to dismiss granted on January 13,

<i>Columbia et al.</i> , 2020 CA 003438 B	National Guard	2021.
<i>Bamisaiye v. District of Columbia</i> , 2020 CA 003038 B	DDOT	Closed. Motion to dismiss granted on January 26, 2021.
<i>Bruce v. District of Columbia et al.</i> , 2020 CA 000722 B	DGS	Open. An initial scheduling conference before the Court is scheduled for March 2021.
<i>Jackson v. District of Columbia, et al.</i> , 2020 CA 003421 B	DCPS	Open. The case is in discovery.
<i>Johnson v. District of Columbia et al.</i> , 20-CV-2944 (RC)	DOC	Open. Defendants' motion to dismiss the complaint and Plaintiff's motion for summary judgment on the DCWPA claim are pending.
<i>Lee v. District of Columbia, et al.</i> , 2020 CA 003462 B	DCPS	Open. The District filed an answer but the individually named defendants have not been served.
<i>Leo v. District of Columbia et al.</i> , 2020 CA 004055 B	DSLBD	Open. Defendants' partial motion to dismiss the complaint is pending.
<i>Lu v. District of Columbia, et al.</i> , 1:20-cv-00461 (APM)	DCRA	Open. The case is in discovery.
<i>Mayhew v. District of Columbia</i> , 2020 CA 000097 B	DCPS	Open. The case is in discovery.
<i>Morris v. District of Columbia</i> , 2020 CA 004691 B	OCFO	Open. The District's motion to dismiss the complaint is fully briefed and pending before the Court.
<i>Peterbark v. District of Columbia et al.</i> , 2020 CA 003083 B	DGS	Open. Defendants' motion to dismiss Plaintiff's accompanying DCHRA gender discrimination claim is pending (the defendants did not file a motion to dismiss the DCWPA claim).

76. What is OAG's policy with respect to imputing income to parents when they do not appear at child support hearings?

RESPONSE: OAG is committed to treating parties fairly and to advancing the interests of the District of Columbia by ensuring that children get the support they need. To that end, CSSD follows the child support guidelines, applicable statutes, and case law regarding the imputation of income and does not argue for unreasonable child support obligations. Child support guidelines lay out a mathematical formula for calculating child support that considers both parents' incomes and childrearing expenses. *See* D.C. Code § 16-916.01. If evidence shows that the non-custodial parent is unable to work at the same level he or she once was, then the formula reduces the parent's child support obligation. If the non-custodial parent is not able to work at all, then the court has flexibility to reduce the obligation to as low as zero. When it is appropriate to impute income, CSSD requests support levels consistent with these guidelines.

In general, income may be imputed to parents who are able to work but not to parents whose disabilities render them unable to work or to parents who receive means-tested public benefits. *See* D.C. Code §16-816.01. If a parent does not appear at a child support hearing and CSSD has

been provided proof that a parent has a disability or receives means-test benefits, CSSD does not argue for imputed income. Absent proof of disability or receipt of means-tested benefits, CSSD provides available evidence of the parent's current income based on pay stubs, testimony, and records from state and federal databases and requests that the court order support consistent with that income level.

a. What does OAG train or instruct its attorneys and paralegals to do in these situations?

RESPONSE: In the event that the court deems it appropriate to impute income, CSSD's practice is to impute income using the current minimum wage multiplied by 35 hours of work per week, multiplied by 52 weeks in a year to determine annual income. However, if the evidence shows that the non-custodial parent is not able to earn as much as he or she previously did, or is not able to earn income at all, then CSSD requests child support levels consistent with the child support guidelines, including as little as \$0 or \$75 a month in required payments. *See* D.C. Code § 16-916.01(g)(3)(A).

b. Are there any circumstances under which it is inappropriate or impermissible to impute income? If so, what are they?

RESPONSE: It is inappropriate or impermissible to impute income if the person has provided proof of disability or inability to work, is receiving means-tested income, did not receive actual notice of the hearing, or if there is no indication of their past earning potential as indicated by factors such as age, educational background, and past employment, wages, or income. *See* D.C. Code §16-816.01.

c. Once orders that impute income to a party have been issued, what is OAG's policy with regard to enforcing them?

RESPONSE: CSSD monitors and enforces these cases with a variety of administrative enforcement tools that help parties secure income and that ensure payments are made to support the child or children involved. For example, CSSD shares employment and job skills resources with parties through D.C. Department of Employment Services or through referrals to our workforce development program, the Alternative Solutions Center. If payments are not forthcoming, CSSD uses administrative collections mechanisms to enforce the support order such as garnering wages or intercepting insurance payments or retirement monies the non-custodial parent would otherwise receive.

d. Has OAG changed its policies with regard to imputed income over the past year?

RESPONSE: No, CSSD has not changed its policy concerning imputed income within the past year.

77. Regarding TANF cooperation requirements and sanctions:

- a. **Are new sanctions being issued for lack of TANF cooperation during the COVID-19 pandemic?**

RESPONSE: No. Considering the COVID-19 pandemic, the Deputy Attorney General for CSSD issued instructions that sanctions should not be applied to cases for lack of cooperation, and no such sanctions have applied since March 17, 2020.

- b. **Is there a particular person designated to facilitate issues relating to sanctions and compliance at the Child Support Services Division (“CSSD”)?**
Who is that person?

RESPONSE: Issues related to sanctions and compliance may be technological or programmatic in nature. Technical Delivery Manager Harold Johnson facilitates issues related to information technology, and Intake Managers Jerome Bizzell and Stephanie Perry facilitate sanctions and compliance issues on the programming side.

- c. **When a person applies for TANF and provides information about the noncustodial parent for child support cooperation purposes, how does the Department of Human Services (“DHS”) send that information to CSSD?**
What does CSSD do with that information?

RESPONSE: DHS sends noncustodial parent information to CSSD daily via the IV-A/IV-D interface systems. CSSD uses this information to build new child support cases and to update existing cases.

- d. **How many attempts does CSSD make to contact a TANF recipient before sending them notice that they are at risk of non-compliance? What information do these notices contain about procedures to come into compliance?**

RESPONSE: CSSD is modernizing its communications with customers as part of its business process reengineering and in response to the realities of the COVID-19 pandemic. As a result, more communications are taking place electronically and telephonically. CSSD makes two attempts to contact TANF recipients at risk of non-compliance via telephone and email. In addition, CSSD mails hard copy letters to customers directing them to contact CSSD Customer Service at (202) 442-9900. Customer service then directs customers to the online application link to initiate or complete their child support application at cssd.dc.gov and instructs them to click “Opening a Child Support Case.”

- e. **Does CSSD have access to DHS’s system, DCAS, to ensure that they have the most up to date address and phone number for the TANF recipient? Does CSSD confirm the address with DHS’s system before sending notice?**

RESPONSE: Yes, CSSD has access to DHS’s system DCAS. Once DHS approves a TANF application, CSSD receives the information via the IV-A/IV-D interface system, which shows the full address and phone number that the customer provided to DHS. At that point, the contact

information has been confirmed with DHS and CSSD through this automated interface. CSSD then compares the address and phone number in DHS's system against the address and phone number in CSSD's system and uses the most recent information available.

- f. How does OAG communicate with DHS regarding the compliance or non-compliance of parents? In particular, what communication does OAG have with DHS when a parent who has been sanctioned comes into compliance? Are customers still required to take physical compliance letters from CSSD to DHS?**

RESPONSE: Because new sanctions are not being imposed during the COVID-19 pandemic, there has been less need to communicate with DHS about sanctions, but lines of communication have remained open to ensure pre-pandemic sanctions were promptly lifted for parents who have come into compliance. OAG communicates with DHS about parental compliance and non-compliance in two ways: through the DCAS interface and through updated Excel spreadsheets. First, OAG sends compliance and non-compliance information to DHS through the DCAS interface daily. And second, the current Memorandum of Agreement between OAG and DHS requires OAG to send a monthly Excel report containing all sanctions to be imposed or lifted. OAG sends this Excel report to DHS approximately every two weeks, twice as frequently as required. Overall, changes to the DCAS interface and the transmission of the Excel reports should eliminate the need for customers to take physical compliance letters to DHS once sanctions resume.

- g. Since last year's oversight hearing, has OAG discussed compliance issues with DHS?**

RESPONSE: Yes. Strides have been made with regards to sending sanction information via the IV-A/IV-D interface systems. OAG meets with DHS on a regular basis to discuss compliance issues and common interests between the two agencies.

- h. In FY20 and FY21, to date, how many TANF recipients requested good cause waivers from the child support cooperation requirements? How many good cause waivers were granted?**

RESPONSE: In FY20, there were 444 good cause requests, all of which were granted. So far in FY21, five requests have been made, and all five have been granted.

- 1. Please describe how applicants and beneficiaries are notified about the right to claim good cause. Which agency – DHS or CSSD – is responsible for notifying TANF applicants and beneficiaries? How is notice provided?**

RESPONSE: CSSD staff discuss the right to raise a good cause claim during the initial interview process with beneficiaries and applicants. During the interview, CSSD staff offer custodial parents a confidentiality form to shield personal information if there are concerns of

domestic violence. Discussion of this form prompts the conversation with the beneficiary or applicant about the right to claim good cause.

2. Which agency – DHS or CSSD – is responsible for making good cause determinations?

RESPONSE: CSSD is responsible for making good cause determinations at the initial applicant interview.

3. If an applicant or recipient indicates that they want to request a good cause waiver, what does DHS do with that information? How is that information conveyed to CSSD?

RESPONSE: DHS does not make good cause determinations and instead refers the TANF recipient to CSSD. The recipient conveys the request for good cause during the initial interview process at CSSD, and intake specialists also discuss the good cause exception with the recipient.

i. When CSSD indicates that a TANF recipient should be sanctioned for non-compliance with child support cooperation, does DHS check to make sure that good cause was not requested or granted before the sanction is imposed?

RESPONSE: Although CSSD is not currently imposing sanctions for noncompliance due to the COVID-19 pandemic, when sanctions have been issued in the past, DHS has not checked on whether a recipient requested good cause. Instead, DHS's practice has been to perform compliance checks to see if the recipient contacted CSSD. Non-compliant recipients are then sanctioned by DHS.

78. What is CSSD's policy related to communication with customers and non-custodial parents?

RESPONSE: CSSD's policy dictates that staff provide uniform customer service to each customer or entity whether in writing, in person, or by phone at the highest level. In addition, CSSD uses the Language Line to ensure full communication with customers with limited English proficiency and provides non-English document translation via the Language Access Coordinator. CSSD also adheres to the Sign Language Interpretation procedure to procure a sign language interpreter for customers who are deaf or hearing impaired. CSSD also makes case information—recent payments, case activity, arrears owed, and parentage establishment—available to customers 24 hours a day, seven days a week through an online case-look-up system and an automated phone system.

a. What relationship do CSSD staff have with respondents? Is every respondent assigned a CSSD case worker?

RESPONSE: CSSD has no legal relationship with respondents because CSSD represents the District of Columbia as opposed to individual respondents. Respondents are not assigned a Litigation Unit case worker, but paralegals contact respondents within seven business days of

their hearing dates. And respondents are assigned a Support Enforcement Specialist who manages the workflow and daily tasks to establish a support case, collect the support obligation, and disburse the payments within mandated federal timeframes.

- b. Are case workers expected to return calls from customers or respondents within a specific period of time? Is there oversight to ensure quality control?**

RESPONSE: CSSD case workers and Litigation Unit Support staff are expected to return calls within 24 to 48 business hours. CSSD management provides oversight to ensure quality control in alignment with CSSD's customer service standards.

- c. Do case workers and other CSSD staff keep records of messages from, and calls with, customers and respondents? What is the process for customers and respondents to request internal records about communication with case workers?**

RESPONSE: Yes, case workers and other CSSD staff keep records of messages from, and calls with, customers and respondents. These records are reflected in the physical legal files, entered into DCCSES as case notes, and on-call logs maintained by staff. Customers and respondents seeking internal records regarding communications with caseworkers may issue a subpoena or make a request under FOIA. The FOIA officer reviews the request to determine whether the information can be released.

- d. How soon prior to a virtual child support hearing do OAG attorneys or paralegals typically reach out to litigants in a case to conduct a pre-interview? When should litigants expect contact from OAG before their hearing?**

RESPONSE: Attorneys or paralegals strive to reach out to litigants as far in advance of a virtual child support hearing as possible. In practice, the timeframe ranges from approximately two to five days before a virtual hearing. The timeline depends in large part on how much notice the court provides attorneys and paralegals in advance of the scheduled court hearing, whether there is updated contact information for the parties in DCCSES, and how quickly the parties respond to contacts from CSSD.

79. Regarding CSSD's initiation of new child support matters during the COVID-19 pandemic:

- a. Since March 15, 2020, has the agency filed new child support petitions? If so, how many new have been filed to date? If not, why not? Please specify the policy decisions or barriers that are preventing CSSD from initiating new cases at this time. When does CSSD anticipate re-starting filing petitions?**

RESPONSE: Since March 15, 2020, CSSD has filed 104 new child support petitions. CSSD initially faced barriers to filing petitions as staff transitioned away from paper-based processes to the electronic processes necessitated by the COVID-19 pandemic. Because of resource

constraints and technology issues in the immediate aftermath of COVID-19 and concerns from the Court regarding its capacity, CSSD did not file new petitions between March 2020 and December 2020. CSSD resumed filings thereafter.

80. How has CSSD handled formal and informal requests to modify child support orders during the pandemic?

RESPONSE: During the COVID-19 pandemic, CSSD agreed to accept notice and service of motions to modify via email to the Legal Services Section Chief or the Assistant Section Chief, Litigation Unit. Service is also accepted through CaseFileXpress (the court's electronic filing system) or directly from the court to further assist those litigants who cannot email motions. CSSD has also responded to and advised the court, Legal Aid, members of the private bar, and litigants as to how to serve their motions on CSSD via electronic methods.

- a. What action has CSSD taken when non-custodial parents have called in to say that they are unable to pay their child support obligations due to pandemic-related job loss or income changes? Does CSSD direct these respondents to file motions to modify? Has CSSD filed any motions to modify on the respondents' behalf? If so, how many motions to modify has CSSD filed since March 15, 2020 that are based on the respondent's change in circumstances?**

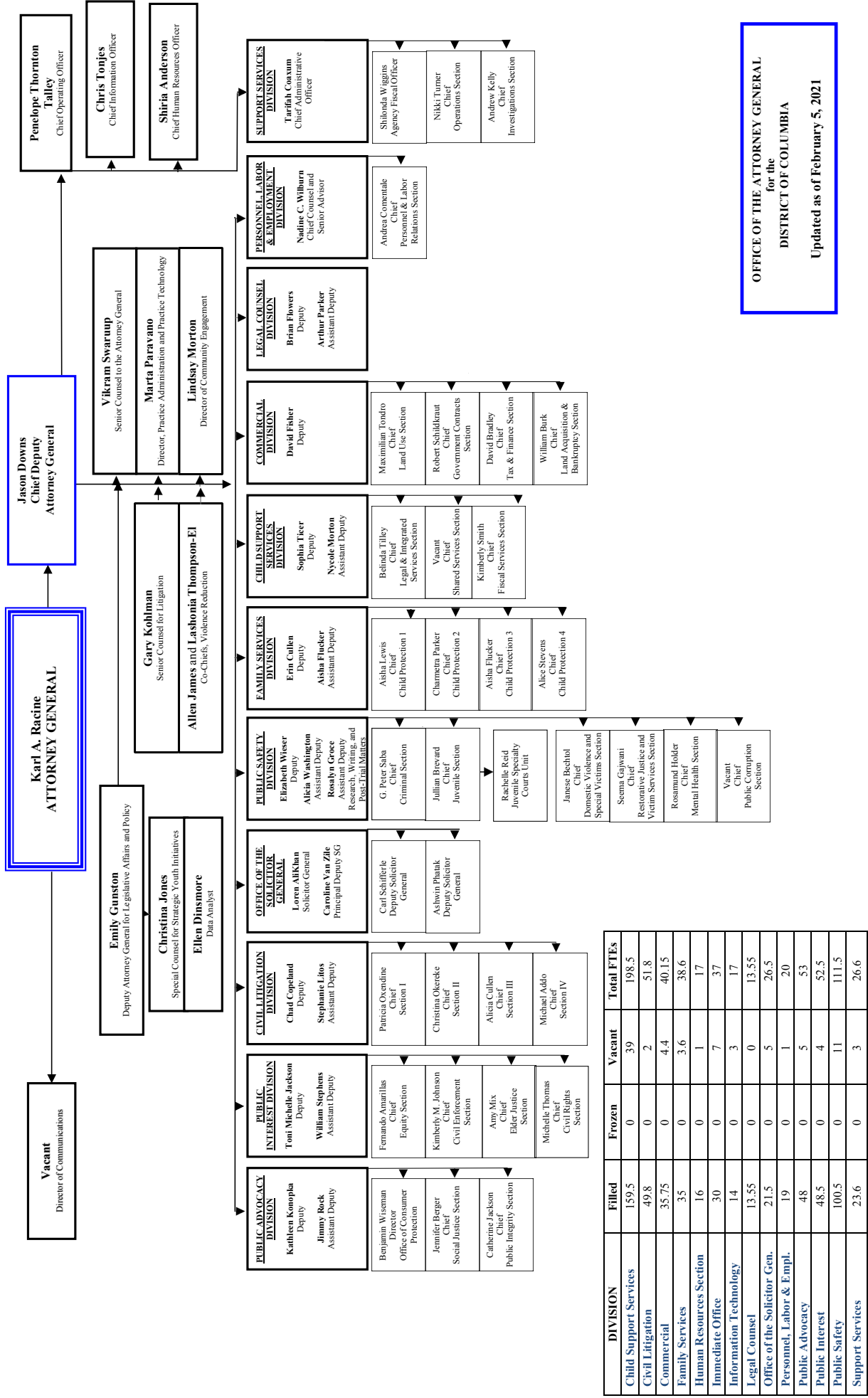
RESPONSE: Non-custodial parents who report that they are unable to pay their child support obligations, whether because of job loss or other reasons, are directed to contact the court's Self-Help Center for assistance and legal advice, as CSSD is unable to provide legal representation or advice to customers. To date, CSSD has not filed any motions to modify on behalf of respondents.

- b. How many motions to modify child support has CSSD received since March 15, 2020? How many of these motions has CSSD opposed? How many of these has CSSD consented to?**

RESPONSE: CSSD has received 58 motions to modify since March 15, 2020. CSSD has consented to one non-custodial parent motion to modify and has not opposed or taken a position on 45 other motions. The remaining motions are still under review.

81. Is CSSD filing new motions for contempt? How many motions for contempt have been filed since March 15, 2020?

RESPONSE: CSSD is exercising restraint in filing new motions for contempt considering the pandemic's effects on the job market. Since March 15, 2020, CSSD has filed 46 new motions for contempt based on a case-by-case evaluation of factors such as the custodial parent's need for support and evidence of the non-custodial parent's ability to pay. By way of comparison, this number is roughly one-tenth as many motions for contempt as were filed during a similar time span in FY19 (46 motions versus 414 motions).



OFFICE OF THE ATTORNEY GENERAL
for the
DISTRICT OF COLUMBIA
Updated as of February 5, 2021

5400 - Public Advocacy	00099999	Legat/Intel Lucy	INVESTIGATOR	12 Special Purpose Revenue	00528	Term	12/9/19	N	1	82,326.00	17,288.46
	00100357	Sheri Madsem	TRIAL ATTORNEY	12 Special Purpose Revenue	00524	Term	4/27/20	N	1	84,199.00	17,681.79
									48.5	5,189,904.64	1,081,979.97
	00001782	(blank)	TRIAL ATTORNEY	13 Local	00528	Reg	(blank)	N	1	113,481.00	23,831.01
	00004843	(blank)	SUPERVISOR TRIAL ATTORNEY	7 Special Purpose Revenue	00526	Reg	(blank)	N	1	148,447.00	31,173.87
	00099988	(blank)	LEGAL ASST	2 Special Purpose Revenue	00526	Reg	(blank)	N	1	45,718.00	9,600.78
	00101674	(blank)	SUMMER INTERN	7 Special Purpose Revenue	00524	Term	(blank)	N	1	30,130.00	6,327.30
									4	337,776.00	70,939.99
									52.5	5,537,680.64	1,162,917.93
5400 - Public Advocacy	00000002	Moore/Willis B	Paralegal Specialist	12 Local	00546	Reg	3/2/20	N	1	87,240.00	18,562.40
	00024172	Carney M	TRIAL ATTORNEY	12 Local	00546	Reg	11/10/08	N	1	149,582.00	31,836.22
	00015144	Carlyle/William R	TRIAL ATTORNEY	13 Local	00546	Reg	5/2/18	N	1	126,212.00	26,920.24
	00019196	Carl Meadows	TRIAL ATTORNEY	13 Local	00546	Reg	5/15/17	N	1	113,481.00	23,831.01
	00020615	Leah James/Graham	TRIAL ATTORNEY	13 Local	00546	Reg	9/16/19	N	1	110,144.00	23,130.22
	00025436	Beverly/Jeff	SUPERVISOR TRIAL ATTORNEY	13 Local	00546	Reg	2/18/20	N	1	144,000.00	30,240.00
	00027237	Barington/Kenneth J	Investigator	12 Local	00546	Reg	11/10/08	N	1	105,339.00	22,121.19
	00028276	Carle/Dorisa	Paralegal Specialist	12 Local	00546	Reg	2/28/08	N	1	105,339.00	22,121.19
	00035795	Woods/Stephen D.	TRIAL ATTORNEY	13 Local	00546	Reg	11/12/17	N	1	106,807.00	22,429.47
	00044134	Hungerford/Jane E	Paralegal Specialist	12 Local	00546	Reg	5/7/00	N	1	105,339.00	22,121.19
	00045386	Geleka/Althea R	Paralegal Specialist	12 Local	00546	Reg	3/11/13	N	1	92,554.00	19,536.34
	00047217	Berkey/Brenda B	Self Assistant	12 Local	00546	Reg	10/25/10	N	1	84,883.00	17,825.43
	00048792	Arthur/Elizabeth G	TRIAL ATTORNEY	14 Local	00548	Reg	10/27/17	N	1	141,995.00	29,398.95
	00071873	Robert/Henry/Gloria B	Investigator	12 Local	00548	Reg	12/19/11	N	1	89,997.00	18,899.37
	00075489	Shirley/Timothy B	Supervisory Investigator	13 Local	00548	Reg	5/27/08	N	1	115,000.00	24,150.00
	00075756	Priscilla/Christopher S	TRIAL ATTORNEY	9 Local	00548	Term	1/21/20	N	1	58,958.00	12,192.18
	00077577	Burford/David	TRIAL ATTORNEY	9 Local	00548	Term	1/19/21	N	1	58,958.00	12,192.18
	00077715	Swear/Joseph/Bike	TRIAL ATTORNEY	9 Local/Private Donation	00548	Term	1/19/21	N	1	58,958.00	12,192.18
	00086146	Durg/Arthur T	TRIAL ATTORNEY	13 Local	00548	Reg	4/2/18	N	1	103,470.00	21,728.70
	00086263	Hamilton/Cullen M	Paralegal Specialist	11 Local	00546	Reg	6/27/16	N	1	75,994.00	15,699.74
	00086311	Claxton/Neon I	TRIAL ATTORNEY	13 Local	00546	Reg	12/10/18	N	1	113,481.00	23,831.01
	00087643	Wissman/Bertram Michael	SUPERVISOR TRIAL ATTORNEY	9 Local/Private Donation	00546	Reg	1/19/21	N	1	56,994.00	11,868.74
	00092644	Rhinn/Bertha M	TRIAL ATTORNEY	13 Local	00546	Reg	5/16/16	N	1	144,000.00	30,240.00
	00093549	Kerdes/Bryson J	SUPERVISOR TRIAL ATTORNEY	13 Local	00546	Reg	4/5/19	N	1	113,481.00	23,831.01
	00093549	Kerdes/Bryson M	SUPERVISOR TRIAL ATTORNEY	13 Local	00546	Reg	10/17/16	N	1	112,276.00	23,529.48
	00093549	Kerdes/Bryson M	SUPERVISOR TRIAL ATTORNEY	13 Local	00546	Reg	6/7/10	N	1	158,270.00	34,391.70
	00093246	Brown/Bertrava	Investigator	12 Local	00546	Reg	2/9/15	N	1	17,925.43	3,848.00
	00093247	Haines/Willie	Investigator	12 Local	00546	Reg	3/19/18	N	1	87,440.00	18,626.40
	00094020	Nicent/Alecough	TRIAL ATTORNEY	13 Local	00546	Reg	11/13/17	N	1	116,518.00	24,531.78
	00094021	Monroe/Linda E	TRIAL ATTORNEY	14 Local	00548	Reg	11/24/05	N	1	138,649.00	28,990.29
	00094022	Hoffman/David S.	TRIAL ATTORNEY	15 Local	00548	Reg	3/19/18	N	1	148,464.00	31,177.44
	00094027	Jackson/Catherine A	SUPERVISOR TRIAL ATTORNEY	15 Local	00546	Reg	3/12/12	N	1	163,413.00	34,516.33
	00096881	Weatherington/Margaret Lisa	TRIAL ATTORNEY	13 Local	00548	Reg	1/23/17	N	1	121,728.70	24,728.70
	00097919	Moore/Susan E	TRIAL ATTORNEY	14 Local	00548	Reg	6/3/13	N	1	130,457.00	27,332.97
	00097920	Rosenfeld/Wendy Franklin	TRIAL ATTORNEY	12 Special Purpose Revenue	00548	Term	8/20/18	N	1	87,207.00	18,271.47
	00099468	Bardhomew/Rabitha W	TRIAL ATTORNEY	14 Local	00548	Reg	11/18/13	N	1	126,212.00	26,044.31
	00099494	Hill/Nicole S	TRIAL ATTORNEY	13 Local	00548	Reg	4/13/20	N	1	82,831.01	17,681.79
	00099495	Marks/Lindsay S	TRIAL ATTORNEY	12 Special Purpose Revenue	00546	Term	1/22/18	N	1	95,431.00	20,040.51
	00099952	Myer/Matthew W.	TRIAL ATTORNEY	13 Special Purpose Revenue	00546	Term	1/22/19	N	1	84,199.00	17,681.79
	00099953	Jerlin/Olivia C	TRIAL ATTORNEY	13 Special Purpose Revenue	00546	Term	2/18/20	N	1	100,133.00	21,027.93
	00100057	Bacon/Sharricka	Self Assistant	13 Special Purpose Revenue	00546	Term	3/12/20	N	1	100,133.00	21,027.93
	00100062	Norman/Ashley E	Investigator	12 Special Purpose Revenue	00546	Term	3/16/20	N	1	82,326.00	17,288.46
	00100179	Downs/Brendan	TRIAL ATTORNEY	12 Special Purpose Revenue	00546	Term	4/27/20	N	1	82,326.00	17,288.46
	00100182	Johns/Heather	TRIAL ATTORNEY	15 Special Purpose Revenue	00546	Term	4/27/20	N	1	123,492.00	25,933.32
									48	5,202,972.00	1,111,921.43
	00012118	(blank)	TRIAL ATTORNEY	12 Local	00546	Reg	(blank)	N	1	139,880.00	29,270.69
	00043082	(blank)	TRIAL ATTORNEY	12 Local	00546	Reg	(blank)	N	1	116,518.00	24,531.78
	00072317	(blank)	TRIAL ATTORNEY	13 Local	00546	Reg	(blank)	N	1	100,133.00	21,027.93
	00101950	(blank)	TRIAL ATTORNEY	13 Local	00546	Reg	(blank)	N	1	148,464.00	31,173.87
	00094019	(blank)	SUPERVISOR TRIAL ATTORNEY	1 Local	00546	Reg	(blank)	N	1	604,420.00	126,691.20
									5	5,897,597.00	1,238,495.37
5400 - Public Advocacy Total									53	5,897,597.00	1,238,495.37
6100 - Public Safety	00000042	Jackson Bay/Journal	Self Assistant	12 Local	00514	Reg	10/31/04	N	1	92,554.00	19,456.34
	00000189	Ubert/Tracy Ann S.	TRIAL ATTORNEY	13 Local	00510	Reg	1/23/17	N	0.5	51,735.00	10,644.35
	00000343	Barawa/Bibi	TRIAL ATTORNEY	13 Local	00518	Reg	4/27/20	N	1	103,470.00	21,728.70
	00000889	Breard Jr./Julian	SUPERVISOR TRIAL ATTORNEY	1 Local	00514	Reg	1/7/19	N	1	128,250.00	27,037.50
	00000918	Foster/Chad B	SUPERVISOR TRIAL ATTORNEY	1 Local	00518	Reg	10/1/07	N	1	159,598.50	33,515.69
	00001103	Esteva/Miguel Gabriel	TRIAL ATTORNEY	12 Local	00514	Reg	10/29/18	N	1	87,007.00	18,271.47
	00001129	Rosenblatt/David	Attorney Advisor	15 Local	00514	Reg	3/1/93	N	1	177,661.00	37,308.81
	00001407	Evine/Andrew	TRIAL ATTORNEY	13 Local	00514	Reg	1/23/17	N	1	106,807.00	22,429.47
	00001438	Holder/Rosamund C	SUPERVISOR TRIAL ATTORNEY	1 Local	00514	Reg	9/10/01	N	1	142,816.00	29,991.36
	00001884	Zirgolid/Andrew	TRIAL ATTORNEY	15 Local/Private District	00510	Reg	7/20/98	N	1	171,651.00	36,046.71
	00001885	Stevens/Keith Anthony	TRIAL ATTORNEY	13 Local	00510	Reg	3/16/98	N	1	157,799.00	33,125.19
	00002253	JR/M/K/Br R	TRIAL ATTORNEY	13 Local	00514	Reg	12/27/16	N	1	110,544.00	23,309.24
	00002435	Bibak/Satya R	TRIAL ATTORNEY	13 Local	00518	Reg	1/25/16	N	1	106,807.00	22,429.47
	00002439	Bibak/Elizabeth A	SUPERVISOR TRIAL ATTORNEY	13 Private District	00514	Reg	6/10/18	N	1	103,470.00	21,728.70
	00002509	Reyes/Anna E	TRIAL ATTORNEY	12 Local	00514	Reg	6/25/18	N	1	129,591.00	27,659.11
	00002572	Reyes/Sergio	TRIAL ATTORNEY	12 Local	00514	Reg	5/21/09	N	1	142,816.00	29,991.36
	00002577	Reyes/Sergio	SUPERVISOR TRIAL ATTORNEY	12 Local	00514	Reg	4/20/16	N	1	178,492.00	37,202.32
	00003895	Baker/Jessond Ray	SUPERVISOR TRIAL ATTORNEY	1 Local	00514	Reg	10/15/19	N	1	118,900.00	24,280.00
	00003896	George/Bonnie C	SUPERVISOR TRIAL ATTORNEY	1 Local	00514	Reg	2/25/91	N	1	128,842.00	27,514.82
	00003843	Trohad/Olga/Emeline E	SUPERVISOR TRIAL ATTORNEY	1 Local	00514	Reg	9/13/10	N	1	136,466.00	28,658.28
	00009243	Mahon/Megan L	TRIAL ATTORNEY	14 Local	00510	Reg	12/3/12	N	1	130,457.00	27,332.97

0009729	Vedderburn,Patricia A	RNAL ATTORNEY	13	local	00051M	Reg	12/26/17	N	110,244.00	23,230.24
0001068	Guertzo,Priscilla	RNAL ATTORNEY	13	local	00051B	Reg	12/9/19	N	103,470.00	21,278.70
0001187	Hill,Michelle	Paralegal Specialist	12	local	00051A	Reg	9/1/03	1	95,311.00	19,973.31
0001159	Davey II,John L.	RNAL ATTORNEY	13	local	000510	Reg	11/5/11	N	116,631.00	24,531.78
0001169	Pace,Gregory R.	SUPERVISOR TRIAL ATTORNEY	1	local	000510	Reg	2/25/13	N	124,316.00	26,106.34
0001182	Leighten,Betsy Krithia	RNAL ATTORNEY	14	inter-district	00051A	Term	3/31/08	N	134,103.00	28,161.63
0001103	Cornell,Sarah Cynthia	RNAL ATTORNEY	14	local	000510	Reg	2/4/08	1	138,049.00	28,990.29
0001377	Leighten,Scott W	RNAL ATTORNEY	15	local	00051B	Reg	4/12/99	1	172,681.00	37,208.81
0001385	Reyno,James M	SUPERVISOR TRIAL ATTORNEY	1	local	00051M	Reg	8/30/99	N	148,793.00	31,240.23
0001388	Rupprecht,Julia S.G.	RNAL ATTORNEY	12	local	00051B	Reg	8/19/19	N	92,624.00	19,550.53
0001386	Karim,Beverly A.	Customer Service Asst (COA)	1	local	00051M	Reg	3/31/08	N	32,765.00	7,026.20
0001382	Schall,Georgelinda	RNAL ATTORNEY	1	local	00051B	Reg	2/29/20	N	132,939.00	29,232.98
0001382	Clayton,Georgelinda D	CLERK ASSISTANT (RNAL)	7	local	000510	Reg	3/17/08	N	62,838.00	13,720.80
0002082	Reedler,Michael	LEGAL ASST	7	local	000510	Reg	11/17/14	N	52,072.00	10,935.54
0002036	Pinney,NDiba Ann	Legal Assistant	9	local	000510	Reg	11/17/14	N	64,950.00	13,450.50
0002303	Pinney,Janelle Juliana	Self Assistant	11	inter-district	000510	Term	3/19/07	N	75,469.00	15,469.24
0002592	Washington,Alcid D	SUPERVISOR TRIAL ATTORNEY	2	local	00051M	Reg	4/22/88	N	169,245.00	35,466.45
0002774	Tilden,Brenda	RNAL ATTORNEY	15	local	000510	Reg	6/26/06	N	34,098.96	7,308.96
0002310	Kim,Brian	RNAL ATTORNEY	15	local	00051A	Reg	6/21/10	N	143,826.00	30,033.46
0002395	McClain,Janine R	VICTIM WITNESS Program Special	13	local	000510	Reg	12,227.00	N	25,667.67	5,667.67
0003861	Norden,Keray G.	RNAL ATTORNEY	13	local	000510	Reg	4/18/88	N	122,227.00	25,429.47
0003915	Feldak,Fahad	RNAL ATTORNEY	12	local	00051A	Reg	1/24/17	N	106,807.00	22,429.47
0003939	Howard,Janirena	RNAL ATTORNEY	13	local	00051B	Reg	9/30/19	N	87,607.00	18,271.47
0004369	Kerppoff,Joshua D	RNAL ATTORNEY	14	local	00051B	Reg	4/27/20	N	100,133.00	21,027.93
0004378	Martino,Jose M.	SUPERVISOR TRIAL ATTORNEY	1	inter-district	00051A	Term	5/10/10	N	130,517.00	27,332.97
0004399	Milor,Shannon K.	Paralegal Specialist	12	local	00051A	Reg	11/5/12	N	126,604.31	26,604.31
0004404	Andrews,Rodney J	Paralegal Specialist	12	local	00051A	Reg	4/7/14	N	123,589.00	25,935.69
0004419	Ferrelowicz,Paula	RNAL ATTORNEY	12	local	00051B	Reg	7/9/07	N	84,883.00	17,825.43
0004549	Turner,Tonya Johnyvue	RNAL ATTORNEY	13	local	00051A	Reg	5/13/19	N	92,954.00	19,436.34
0004614	Seshan,Sheela	RNAL ATTORNEY	14	local	000510	Reg	11/30/13	N	89,815.00	18,861.15
0004630	Forstner,Nina G.	RNAL ATTORNEY	14	local	000510	Reg	2/6/08	N	120,555.00	25,232.55
0004643	Hogarty,William Wade	RNAL ATTORNEY	13	local	00051B	Reg	6/25/18	N	138,049.00	28,990.29
0004644	Hogarty,Lauren Marie	RNAL ATTORNEY	13	local	00051B	Reg	7/11/13	N	103,270.00	21,728.70
0004656	Stevens,Joseph Vincent	LEGAL ASST	2	local	000510	Reg	5/29/18	N	110,144.00	23,100.24
0004687	Jones,Greg M	VICTIM WITNESS PROGRAM (CA)	2	local	000510	Term	3/20/15	N	106,807.00	22,429.47
0004692	Jones,Greg M	VICTIM WITNESS PROGRAM SPEC	12	local	000510	Reg	8/26/10	N	52,072.00	11,292.72
0007268	Stear, Melissa Gail	RNAL ATTORNEY	12	local	000510	Reg	3/16/20	N	87,607.00	18,861.15
0007339	Guest,Rosaline Tonia	RNAL ATTORNEY	14	inter-district	000510	Reg	2/6/07	N	153,101.00	32,151.21
0007339	Alfonso,Keimarie	Program Support Assistant (CA)	7	local	00051A	Reg	10/11/11	N	134,103.00	28,161.63
0007539	Alexander,Tiffany L	Paralegal Specialist	12	local	000510	Reg	7/22/15	N	54,922.00	10,935.54
0007582	Baig,Roshna	RNAL ATTORNEY	11	local	00051U	Term	11/4/13	N	84,883.00	17,825.43
0007785	Boyd,Kimberly	RNAL ATTORNEY	9	local/private Donation	00051A	Term	1/19/21	N	58,056.00	12,492.18
0007786	Oobson,Matthew J.	RNAL ATTORNEY	12	local	00051A	Reg	2/16/20	N	12,492.18	2,729.47
0007786	Mason,Monter D	RNAL ATTORNEY	12	local	000510	Reg	11/27/17	N	89,815.00	18,861.15
0007787	Dalgle,Stephanie	RNAL ATTORNEY	13	local	00051A	Reg	12/27/16	N	113,481.00	23,931.01
0007798	Walker,Kawann Terrence	RNAL ATTORNEY	9	local	00051B	Reg	9/8/14	N	113,481.00	23,931.01
0007794	Gray,Morgan A	RNAL ATTORNEY	12	Special Purpose Revenue	00051A	Term	1/21/20	N	58,056.00	12,492.18
0007764	Vick,Michael	RNAL ATTORNEY	9	local	00051A	Term	5/28/19	N	87,607.00	18,271.47
0007656	Mooney,Beth A	RNAL ATTORNEY	13	local	00051A	Reg	6/11/18	N	58,056.00	12,492.18
0008391	Westman,Stephanie G	RNAL ATTORNEY	13	inter-district	00051U	Term	7/20/20	N	103,470.00	21,728.70
0008532	Phares,Taylor J	RNAL ATTORNEY	12	inter-district	00051A	Term	87,607.00	N	110,144.00	23,100.24
0008507	Thomas,Mortie L	Paralegal Specialist	12	inter-district	00051A	Term	2/18/20	N	87,607.00	18,271.47
0008597	Underman,Bonniev	RNAL ATTORNEY	13	local	00051B	Reg	11/17/14	N	84,883.00	17,825.43
0008747	Kim,Cindy	SUPERVISOR TRIAL ATTORNEY	1	local	00051U	Reg	2/9/15	N	113,481.00	23,931.01
0009249	Wahlberg,Avrelle G.	RNAL ATTORNEY	13	inter-district	00051A	Term	1/21/20	N	122,999.00	25,292.79
0009249	Williams,Stacy	RNAL ATTORNEY	14	inter-district	00051A	Term	2/6/18	N	106,807.00	22,429.47
0009255	Colless,John A	Program Specialist	11	local	00051A	Reg	9/8/12	N	122,999.00	25,292.79
0009255	Hughes,Debra	Program Specialist	12	local	000510	Reg	8/15/12	N	62,250.00	13,292.43
0009259	Phillips,Corbin	VICTIM WITNESS PROGRAM SPEC	12	local	000510	Reg	1/25/16	N	79,370.00	16,667.70
0009360	Dunneison,Kenn Micaele	Paralegal Specialist	11	local	000510	Reg	5/19/14	N	84,883.00	17,825.43
0009402	Salvarez,Josefina	RNAL ATTORNEY	12	local	00051M	Reg	2/18/20	N	17,681.29	3,788.46
0009403	Collard,Robert J.	Paralegal Specialist	11	local	00051M	Reg	4/30/18	N	72,956.00	15,320.76
0009404	Arce,Sandy	VICTIM WITNESS PROGRAM SPEC	9	local	00051M	Reg	10/15/19	N	65,814.00	13,820.94
0009405	Myrland,Ford Ashley Nichole	VICTIM WITNESS PROGRAM SPEC	12	local	00051V	Reg	5/14/18	N	87,440.00	18,562.40
0009416	Mason,Marcus	VICTIM WITNESS PROGRAM SPEC	12	local	00051V	Reg	9/16/18	N	84,883.00	17,825.43
0009407	Lambert,Alex	VICTIM WITNESS PROGRAM SPEC	12	inter-district	00051V	Reg	3/5/14	N	87,440.00	18,562.40
0009474	Loggins,Gabriele Christine	RNAL ATTORNEY	13	inter-district	00051U	Term	1/8/18	N	106,807.00	22,429.47
0009683	Milke,Iennifer C.	RNAL ATTORNEY	13	local	00051M	Reg	12/15/13	N	120,555.00	25,232.55
0009687	Nichols,NicoleYA	Self Assistant	11	local	00051M	Reg	2/19/19	N	68,800.00	14,422.80
0009688	Williams,Shana M.	Self Assistant	12	local	00051B	Reg	6/26/17	N	84,883.00	17,825.43
0009689	Jackson,David Bruce	Case Manager	9	local	00051B	Reg	6/29/15	N	60,522.00	12,709.62
0009690	Edward,Dana A.	Case Manager	12	local	00051B	Reg	2/19/19	N	84,883.00	17,825.43
0009691	Dos Santos,Antia M.	Case Manager	12	local	00051B	Reg	3/6/17	N	84,883.00	17,825.43
0009786	Sherman,Matt S.	LEGAL ASST	6	Special Purpose Revenue	00051V	Reg	9/3/19	N	47,011.00	9,972.31
0009792	Carroll,Jeffrey D.	RNAL ATTORNEY	14	local	00051A	Reg	3/12/12	N	130,157.00	27,332.97
0010022	McCull,Matthew D	INVESTIGATOR	12	local	00051A	Reg	2/13/20	N	82,326.00	17,288.46
0010144	Goldstein,Matthew D	RNAL ATTORNEY	12	Special Purpose Revenue	00051B	Reg	1/22/19	N	87,607.00	18,271.47
0010197	Dwy,Daniel N	Social Worker	12	local	00051V	Reg	1/19/21	N	82,326.00	17,288.46
0011548		RNAL ATTORNEY	12	local	00051A	Reg		N	10697503.90	2,286,959.76
0002329		RNAL ATTORNEY	12	local	00051B	Reg		N	84,599.00	17,681.29
0004464		RNAL ATTORNEY	12	local	00051A	Reg		N	84,599.00	17,681.29
0004475		RNAL ATTORNEY	12	local	00051B	Reg		N	84,599.00	17,681.29
0004554		RNAL ATTORNEY	13	local	000510	Reg		N	100,133.00	21,027.93
0007538		LEGAL ASST	7	local	000510	Reg		N	45,218.00	9,600.78
0009688		Investigator	12	local	000510	Reg		N	82,326.00	17,288.46

9300 - Office of the Attorney General	00016769	Myers S. Floyd R	Investigator	12	Local	0092B	Reg	9/3/19	N	89,997.00	18,899.37	
	00020586	Colbert Derryl M	Investigator	12	Local	0092B	Reg	12/8/86	N	102,782.00	21,584.22	
	00021739	Anderson Michael	Support Services Specialist	11	Local	0092A	Reg	3/12/79	N	15,320.76	15,320.76	
	00021786	Brown, Audrey	Program Support Assistant (QA)	8	Local	0092A	Reg	5/6/13	N	5,607.00	12,595.47	
	00022247	Frember Anthony	Investigator	12	Local	0092B	Reg	5/16/94	N	105,939.00	22,121.19	
	00024740	Lykes, James F	Staff Assistant	12	Local	0092A	Reg	5/22/81	N	102,782.00	21,584.22	
	00026165	Robinson Leroy M	Staff Assistant	12	Local	0092A	Reg	9/22/14	N	95,111.00	19,973.31	
	00028252	Browner Robyn M	Program Support Assistant (QA)	8	Local	0092A	Reg	8/17/86	N	56,607.00	11,897.47	
	00041816	Clark Emma	Contract Specialist	13	Local	0092A	Reg	8/17/86	N	110,063.00	23,113.22	
	00044624	Bush Lyndell D London	Support Services Specialist	12	Local	0092A	Reg	12/22/08	N	72,956.00	15,320.76	
	00046522	Cooper Kimberly Lee	Program Support Assistant	7	Local	0092A	Reg	3/20/18	N	58,996.00	10,586.16	
	00046822	Collins Christopher Linton 1	Support Services Specialist	2	Local	0092A	Reg	1/22/08	N	12,226.00	10,292.42	
	00048121	Collins Christopher Linton 1	Support Services Specialist	2	Local	0092A	Reg	10/1/08	N	10,292.42	10,292.42	
	00093312	Johnson Genia M	Special Projects Office	15	Local	0092A	Reg	4/30/09	N	155,248.00	32,607.08	
	00100439	Watson Janice Parker	Program Analyst	8	Special Purpose Revenue	0092A	Reg	7/9/18	N	142,952.90	29,954.82	
										2,243,020.90	471,034.89	
										82,326.00	17,288.46	
	00062672	[blank]	Investigator	12	Local	0092A	Reg	11/21/19	N	66,442.00	13,973.82	
	00092215	[blank]	Support Services Specialist	11	Local	0092A	Reg	8/23/26	N	82,326.00	17,288.46	
	00100166	[blank]	Environment Risk Assessor	12	Special Purpose Revenue	0092A	Reg	231,394.00	N	231,394.00	48,550.74	
											3	
											26.6	
9200 - Support Services Total	00002592	Gunston Emily	SUPERVISORY ATTORNEY ADVISOR	2	Local	0093A	Reg	7/20/20	N	174,999.00	36,749.79	
	00002651	Downs Jason	Deputy Attorney General	3	Local	0093A	Reg	11/21/19	N	210,000.00	44,730.00	
	00002679	Randall Karl A	ATTORNEY GENERAL FOR DC	ES	Local	0093A	Term	1/27/15	Y	210,000.00	44,730.00	
	00018581	Talley Penelope Thornton	CHIEF OF OPERATIONS	16	Local	0093A	Reg	6/25/18	N	175,440.00	36,842.40	
	00045627	Greenwood Ashila	Executive Assistant	13	Local	0093A	Reg	7/8/19	N	110,191.00	23,140.11	
	00046221	Collins Gary	SUPERVISORY ATTORNEY ADVISOR	2	Local	0093A	Reg	5/29/15	N	162,738.00	34,174.98	
	00046297	Markovska Maria A	Special Projects Office	15	Local	0093A	Reg	6/29/15	N	154,500.00	32,445.00	
	00072069	Swarup Vikram	SUPERVISORY ATTORNEY ADVISOR	2	Local	0093A	Reg	4/1/19	N	177,000.00	37,170.00	
	00073799	Witch Kate L	RRAL ATTORNEY	12	Local	0093A	Reg	1/21/20	N	109,406.00	22,975.26	
	00091505	Geller Marissa S	Public Affairs Specialist	6	Local	0093A	Reg	11/24/16	N	103,000.00	21,580.00	
	00092030	Maher Aurora	RRAL ATTORNEY	13	Local	0093A	Reg	9/6/16	N	103,000.00	21,580.00	
	00094024	Fuller Michael B	Paralegal Specialist	12	Local	0093A	Reg	7/28/14	N	87,240.00	18,562.40	
	00094026	Gerstner David B	Paralegal Specialist	11	Local	0093A	Reg	3/19/18	N	20,816.00	4,511.76	
	00094152	Centurigo Lisa Stral	Paralegal Specialist	12	Local	0093A	Reg	7/28/18	N	87,240.00	18,562.40	
	00094154	Amey Christopher E	Community Engagement Coordinator	4	Local	0093A	Reg	7/12/19	N	18,320.00	3,920.00	
	00094248	Karson Lindsey	Director of Community Relation	9	Local	0093A	Reg	5/13/19	N	123,600.00	25,956.00	
	00098159	Jones Christina M	Director of Community Outreach	8	Local	0093A	Reg	5/16/16	N	123,600.00	25,956.00	
	00098243	Scott Valerie Lynn	Executive Assistant	13	Special Purpose Revenue	0093A	Temp	1/23/20	N	28,520.50	5,932.61	
	00098314	Bilgion David	Director of Community Relation	9	Special Purpose Revenue	0093A	Reg	7/22/19	N	113,300.00	23,793.00	
	00099323	Hampson, Ajoya N	Grants Compliance Analyst	15	Local	0093A	Term	3/6/06	N	135,000.00	28,350.00	
	00099724	Beale Ameen Adulalabi	PROGRAM ANALYST	12	Local	0093A	Reg	5/6/13	N	87,240.00	18,562.40	
	00099989	Thompson Larionna	Community Engagement Manager	14	Special Purpose Revenue	0093A	Reg	5/15/17	N	140,000.00	29,400.00	
	00100078	James Allen	Community Engagement Manager	14	Special Purpose Revenue	0093A	Reg	11/12/19	N	140,000.00	29,400.00	
	00100078	Edwards, Tamaki Lynn	Executive Assistant	13	Special Purpose Revenue	0093A	Reg	3/27/20	N	98,747.00	20,728.87	
	00100078	Miller-Kassiter Kristina	Program Specialist	9	Local	0093A	Term	10/15/19	N	62,266.00	13,080.06	
	00100157	Onimoré E. Elin	Policy Analyst	12	Special Purpose Revenue	0093A	Term	4/27/20	N	92,653.00	19,457.13	
	00100355	Wilson Erin E	Policy Analyst	14	Special Purpose Revenue	0093A	Term	4/27/20	N	126,897.00	26,648.37	
	00100437	Willemin Abby	Staff Assistant	12	Local	0093A	Term	4/27/20	N	85,570.00	17,969.70	
	00102663	Pulvino, Rony	Staff Assistant	7	Special Purpose Revenue	0093A	Reg	2/4/19	N	47,122.50	9,895.73	
										3,518,930.19	738,912.34	
										156,610.00	32,930.10	
	00001950	[blank]	Director of Communications	10	Local	0093A	Reg	8/28/10	N	124,328.00	29,566.88	
	00003433	[blank]	Senior Advisor	2	Local	0093A	Reg	1/13/18	N	143,128.00	30,686.88	
	00003660	[blank]	SUPERVISORY ATTORNEY ADVISOR	2	Local	0093A	Reg	1/13/18	N	163,509.00	34,599.89	
	00004663	[blank]	Public Affairs Specialist	12	Local	0093A	Reg	8/23/26	N	82,326.00	17,288.46	
	00004926	[blank]	Paralegal Specialist	11	Local	0093A	Reg	1/13/18	N	82,326.00	17,288.46	
	00005959	[blank]	Staff Assistant	11	Local	0093A	Reg	4/9/10	N	66,442.00	13,973.82	
	00100060	[blank]	Staff Assistant	11	Special Purpose Revenue	0092A	Reg	1/13/18	N	49,497.00	10,586.16	
										281,499.00	58,439.67	
										781,999.63	164,199.63	
										7	1	
9300 - Office of the Attorney General Total										711.7	4,300,533.99	903,111.97
										73,504,663.79	15,435,579.40	

Attachment in Response to Question on Vehicle Inventory

Agency Vehicles

	Vehicle Make	Model	Year	Color	Tag #	Division/ Section Assignment	Employee Assigned
Child Support Services Division							
1	Dodge	Caravan	2019	White	DC 13207	CSSD/Admin.	Tommy Logan
2	Toyota	Corolla	2020	White	DC 13447	CSSD	Calvin Richardson
3	Toyota	Corolla	2020	White	DC 13343	CSSD	Tanya Littlejohn
4	Toyota	Corolla	2020	White	DC 13347	CSSD	Terrence Sheppard
5	Toyota	Corolla	2020	White	DC 13344	CSSD	Leroy McDonald
6	Toyota	Corolla	2020	White	DC 13349	CSSD	Abu Marah
7	Toyota	Corolla	2020	White	DC 13346	CSSD	Kenneth Linton
8	Toyota	Corolla	2020	White	DC 13348	CSSD	Karen Mimms
9	Toyota	Corolla	2020	White	DC 13446	CSSD/HPU	Eric Karisa
10	Winnebago	WFE30W	2010		DC 7927	CSSD/FRU	CSSD Outreach
Support Services Division/Investigations Section							
11	Chevrolet	Cruze	2017	White	DC 11776	SSD/Investigations	Sheila Jordan
12	Toyota	Prius	2020	White	DC 13342	SSD/CPS	Floyd Myers Sr.
13	Toyota	Corolla	2016	White	DC 10886	SSD/Investigations	Charles Teixeira
14	Toyota	Corolla	2016	White	DC 10888	SSD/Investigations	Anthony Rembert
15	Chevrolet	Cruze	2017	White	DC11777	SSD/Investigations	Tyrone Mabson
16	Toyota	Corolla	2016	White	DC 10887	SSD/CPS	James Lyles
17	Chevrolet	Cruze	2017	White	DC11775	SSD/CPS	Darryl Colbert
Support Services Division/Operations Section							
18	Toyota	Sienna	2019	White	DC 13206	SSD/Operations	Lyndell Bush
19	Toyota	Sienna	2016	White	DC 10885	SSD/Operations	Michael Anderson
Public Safety Division							
20	Honda	Civic	2009	White	DC 7275	PSD/DVSVS	Winston McGill
Public Interest Division							
21	Honda	Civic	2009	White	DC 7274	PID/Elder Abuse	Yolanda Brooks
Public Advocacy Division							
22	Toyota	Corolla	2020	White	DC 13345	PAD/OCP	Kenneth Barrington
23	Chevrolet	Cruze	2017	White	DC 11779	PAD	Willie Haynes
24	Honda	Civic	2009	White	DC 7276	PAD	Renadra Brown
MPD Reassignments							
25	Dodge	Avenger	2013		DC 4635	SSD/Investigations	Andrew Kelly
Child Support Services Division (CB 0101)							
26	Dodge	Avenger	2013		DC 4634	CSSD	Leroy McDonald
27	Dodge	Avenger	2013		DC 0778	CSSD	Bryan Tillman
Unassigned Vehicle							
28	Honda	Civic	2009	White	DC 7277		

The following information for fiscal years 2020 and thus far for 2021 responsive to question 4(c): "Please provide the Committee with ... a list of travel expenses, arranged by employee for FY20 and FY21, to date, including the justification for travel"

:Y20

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Karl Racine	AG	9/4-9/8/19	Plane	93.65		35.12		Manchester, VT	Traveled to Vermont for DAGA Fall Policy Conference
Bayly Leighton	AAG/PSD	9/8-12/19	Plane		\$900.00		\$500.00-Tuition	Santa Fe, NM	NAGTRI SABA Bankruptcy fr Govt
Phillip Medley	AAG/CLD	9/24-25-19	On own				\$205.08-Reimburse	Raleigh, NC	Deposition Coclough v DC 1:19-cv-2317-560851
Karl Racine	AG	9/24-9/26/19	Plane	226.47				Boston, MA	Traveled to Boston for NAAG Conference
Candyce Lovett	IT Engineer/IO	10/2-5/19	Plane	\$924.60				San Francisco, CA	Box Works 2019 Conf
Gene Jackson	IT Engineer/IO	10/2-5/19	Plane	\$924.60			\$154.17-Reimburse	San Francisco, CA	Box Works 2019 Conf
Karl Racine	AG	10/19-26/19	Plane	366.84				Taiwan	Traveled to Taiwan for AG Delegation
Kathleen Konopka	Deputy, PAD	10/19-21/19	On own				\$141.31-Reimburse	New York, NY	Antitrust Investigation of facebook
Kathleen Konopka	Deputy, PAD	11/5-7/19	Plane		\$261.20		\$400.00-tuition	Omaha, NE	NAAG Fall Consumer Protection Conf

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Jennifer Mika	AAG/PSD	11/5-9/19	Plane		\$619.40		\$605.59-Reimburse	San Antonio, TX	Nat'l Institute on the Prosecution of Elder Abuse
Brian Caldwell	AAG/PAD	11/7/19	Local				\$60.00-tuition	DC	Getting to Know FERC
Sarah Vogel-Smucker	AAG/PID	11/7/19	Local				\$60.00-tuition	DC	Getting to Know FERC
Rory Pulvino	IT/IO	11/7-9/19	Local				\$1,000.00-Tuition	DC	GT Intro to Survival Analysis-Intro to Statistical
Jacqueline Bechara	Appellate Fellow	11/13-14/19	Local				\$545.00-Tuition	DC	NAAG 2019 Supreme Court Seminar
David Bradley	Section Chief/CD	11/14/19	Local				\$431.66-Tuition	DC	Better Contract Drafting
Andrea Littlejohn	AAG/CD	11/14/19	Local				\$431.66-Tuition	DC	Better Contract Drafting
Mark Yurich	AAG/CD	11/14/19	Local				\$431.66-Tuition	DC	Better Contract Drafting
Stephanie Litos	Asst Deputy/CLD	11/18/19	Train	\$76.00				Richmond, VA	Emoluments Argument in re: Donald Trump
Loren Alikhan	Solicitor General	11/18/19	Train	\$38.00	\$150.34			Richmond, VA	Emoluments Argument in re: Donald Trump
Elizabeth Arthur	AAG/PAD	11/18/19	Local				\$200.00-tuition	DC	ABA Fall Forum Tech Summit
Karl Racine	AG	11/19-22/19	Plane	106.50				New Orleans, LA	Traveled to New Orleans for DAGA Winter Policy
Jason Downs	CDAG	11/19-22/19	Plane	106.50				New Orleans, LA	Traveled to New Orleans for DAGA Winter Policy

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimbursement	Destination	Reason
Leonor Miranda	AAG/PAD	11/19/19	Local				\$189.00-Tuition	DC	DCB Finance for Lawyers
Linda Monroe	AAG/PAD	11/19/19	Local				\$189.00-Tuition	DC	DCB Finance for Lawyers
James Pittman	AAG/IO	11/19-22/19	Plane	\$662.60	\$664.86			New Orleans, LA	DAGA Winter policy conf
Scott Kennedy	AAG/PID	11/21-22/19	Train		\$183.88			New York, NY	Deposition Proctor vs DC No. 18-cv-701 (TNM) - CANCELLED
Christina Okereke	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Aaron Finkhousen	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Steven Rubenstein	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Robert DeBerardinis	SAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Emma Lomax	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Kerslyn Featherstone	SAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Asha Bryant	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Sarah Knapp	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Benjamin Bryant	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
David Jackson	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Philip Medley	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimbursement	Destination	Reason
Michael Addo	Section Chief/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Stephanie Litos	Asst Deputy/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Alicia Cullen	Section Chief/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Laura Geigel	AAG/CLD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Katherine Kelley	AAG/LCD	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Nadine Wilburn	Deputy/PLED	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Andrea Comentale	Section Chief/PLR	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Anna Kaprelova	AAG/PLR	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Ryan Martinez	AAG/PLR	11/21-22/19	Local				\$650.00-Tuition	DC	NELI Employment Law Update
Karl Racine	AG	12/3-6/19	Plane	91.50				Durham, NC	Traveled to Durham for FJP Winter Convening
Randall Reaves	AAG/CLD	12/3-4/19	Local				\$395.00-Tuition	DC	2019 P3 Gov't Conference
Anne Hollander	AAG/LCD	12/3-4/19	Local				\$395.00-Tuition	DC	2019 P3 Gov't Conference
Portia Roundtree	AAG/CLD	12/3-5/19	Plane	\$770.30	\$405.74		\$141.06-Reimburse	Los Angeles, CA	Deposition E Jackson v DC 15-cv-2247
Stephanie Litos	Asst Deputy/CLD	12/4/19	Train	\$46.00				Baltimore, MD	Emoluments argument re Donald trump
Loren Alikhan	Solicitor General	12/4/19	Train	\$46.00				Baltimore, MD	Emoluments argument re Donald trump

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Andrew Delaplane	AAG/OSG	12/4/19	Train	\$46.00				Baltimore, MD	Emoluments argument re Donald trump
David Bradley	Section Chief/CD	12/4-7/19	Plane	\$1,207.96	\$493.05		\$550.00-Tuition	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Akua Coppock	AAG/CD	12/4-7/19	Plane	\$1,308.60	\$493.05		\$750.00-Tuition	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Aurelie Mathieu	AAG/CD	12/4-7/19	Plane	\$1,308.60	\$493.05		\$750.00-Tuition \$217.12-Reimburse	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Enrique Marquez	AAG/CD	12/4-7/19	Plane	\$654.30	\$493.05		\$750.00-Tuition	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Renaee Stong	AAG/CD	12/4-7/19	Plane	\$1,175.30	\$493.05		\$750.00-Tuition	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Richard Wilson	AAG/CD	12/4-7/19	Plane	\$754.75	\$493.05		\$750.00-Tuition	Phoenix, AZ	Internat'l Assoc of Assessing Officers
Wellness & Leadership for PSD	Training attended by PSD	12/5-6/219	Local				\$12,000.00		INTERNATIONAL ASSOCIATION FOR HUMAN VALUES
Jeffery Cargill	AAG/PSD	12/8-12/19	Plane	\$314.40	\$665.67		\$875.00-tuition	New Orleans, LA	NDAA Forensic Evidence Course
Natalie Ludaway	Deputy AG	12/9-11/19	Local				\$795.00-Tuition	Washington, DC	2019 NAAG Capitol Forum
Karl Racine	AG	12/9-11/19	Local					Washington, DC	2019 NAAG Capitol Forum

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Stephanie Litos	Asst Deputy CL	12/10-12/19	Car		\$493.31			Richmond, VA	Oral arguments in re Donald Trump
Loren Alikhan	Solicitor General	12/10-12/19	Car		\$493.31			Richmond, VA	Oral arguments in re Donald Trump
Karl Racine	AG	12/11-12/19	Train	424.00	105.00			Richmond, VA	Traveled to Richmond for Trump emoluments hearing
Andrew Delaplane	AAG/OSG	12/11-12/19	Car		\$240.20			Richmond, VA	Oral arguments in re Donald Trump
Runako Allsopp	AAG/LCD	12/15-18/19	Plane	\$624.04			\$1,400.00-tuition	Chicago, IL	Council on Govt Ethics Laws
Elaine Block	Ethics Counsel	12/15-18/19	Plane	\$624.04			\$1,400.00-tuition	Chicago, IL	Council on Govt Ethics Laws
Karl Racine	AG	12/11-12/19	Train	424.00	105.00			Richmond, VA	Traveled to Richmond for Trump emoluments hearing
Jason Downs	CDAG	1/15-19/20	Plane	1309.80	414.00			Los Angeles, CA	Traveled to LA to meet w/streaming companies
Updates on the Federal Rules of Civil Procedure: Overview of Critical Federal Rules of Evidence	Attended by OAG staff	1/21/2020	Local				\$3,000.00		Elward Consulting
Write to Persuade and Get it Write Training sessions	Only Ruff Fellows attended during their Orientation	1/23/2020	Local				\$6,800.00		Acacia Consulting

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Rory Pulvino	Program Analyst	1/26-29/20	Plane	\$583.64				San Francisco, CA	RStudio Conference
Charles Coughlin	AAG/CLD	2/11-14/20	Plane	\$316.74	\$563.57		\$995.00-tuition	New York, NY	Sedona Conf on eDiscovery
Rebecca Barnes	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Charles Brown	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Lauren Brown	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Katherine Clark	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Talia Cohen	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Tamar Glazer	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Sharon Hutchins	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Robert Schildkraut	AAG/CD	2/18-21/20	Local				\$495.00-tuition	Washington, DC	Government contracts year in review conference
Karl Racine	AG	2/27-28/20	Plane	768.43	158.63			Cleveland, OH	Traveled to Cleveland for opioid hearing
Karl Racine	AG	3/1-11/20	Plane					Ghana	Traveled to Ghana for an AGA Conference
Lucinda Mulzac	Staff Assistant	3/5/2020	Local				\$15.00	Washington, DC	Trauma informed interviewing

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Jonathan Rich	Investigator	3/9-12/20	Plane	\$197.96	\$649.80			Ft Lauderdale, FL	National White Collar Training
4 Steps to stand out legal Writing and Point made training sessions	Training for PID	6/23-24/2020	Local				\$15,000.00		Legal Writing Pro
Nadine Wilburn	Deputy	8/6/20	Webinar				\$266.66-tuition		Covid-19 Workplace Puzzle
Penelope Talley	CIO	8/6/20	Webinar				\$266.66-tuition		Covid-19 Workplace Puzzle
Shirra Anderson	HR Director	8/6/20	Webinar				\$266.66-tuition		Covid-19 Workplace Puzzle
Karl Racine	AG	9/9-10/20	Webinar						Attended virtual Fall Policy Conference
Jason Downs	AG	9/9-10/20	Webinar						Attended virtual Fall Policy Conference

:Y21

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Joy Dorsey	Talent Acquisition	10/19/20	Webinar				\$149.00-tuition		DCB Virtual 2020 Conference
Karl Racine	AG	12/1-3/20	Webinar						Attended NAAG Capital Forum
Jason Downs	CDAG	12/1-3/20	Webinar						Attended NAAG Capital Forum
Alacoque Nevitt	AAAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Sarah Levine	AAAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimbursement	Destination	Reason
Asha Bryant	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Christina Okereke	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Alicia Cullen	Section Chief/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Michael Addo	Section Chief/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Jack Bardo	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Matthew Trout	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Adam Daniel	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Pegah Eftekhari	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Stephanie Corcoran	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Stephanie Johnson	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Akua Coppock	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Charles Coughlin	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Phillip Medley	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Benjamin Bryant	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Steven Rubenstein	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Patricia Oxendine	Section Chief/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Kerslyn Featherstone	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
David Jackson	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Aaron Finkhousen	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Katrina Seeman	AAG/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Stephanie Litos	Asst Deputy/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Chad Copeland	Deputy/CD	12/2-4/20	Webinar				\$450.00-tuition		Employment Law Conference
Erin Cullen	Deputy/FD	12/2-3/20	Webinar				\$75.00-tuition		NAAG 2020 Virtual Capital Forum
Aisha Flucker	Section Chief/FD	12/2-3/20	Webinar				\$75.00-tuition		NAAG 2020 Virtual Capital Forum
Alexandra Menezes	AAG/FD	12/2-3/20	Webinar				\$75.00-tuition		NAAG 2020 Virtual Capital Forum
Asha Bryant	AAG/CLD	1/28-29/21	Webinar				\$558.75-tuition		Trial Advocacy Consulting Training
Arthur Durst	AAG/PAD	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg
Benjamin Wiseman	Section Chief/Con Pro	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg
Catherine Jackson	Section Chief/Integrity	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg
Elizabeth Arthur	AAG/PAD	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg
Joshua Morris	AAG/P Integrity	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg

Employee	Title/Position	Travel Date	Mode of Travel	Cost of Travel	Lodging	Car Rental	Tuition, I.E. & reimburse	Destination	Reason
Kathleen Konopka	Deputy/PAD	3/23-26/21	Webinar				\$150.00-tuition		ABA 2021 Antitrust Spring Mtg
Jimmy Rock	Asst Deputy/PAD	3/23-26/21	Webinar				\$250.00-tuition		ABA 2021 Antitrust Spring Mtg
David Brunfeld	Ruff/PAD	3/23-26/21	Webinar				\$250.00-tuition		ABA 2021 Antitrust Spring Mtg

Response to Oversight Question

FY 20 - 10/1/2019 - 9/30/2020

Transaction Date	Post Date	Amount	Cardholder Last Name	Cardholder First Name	Merchant Name	General Purpose
01/24/2020	01/27/2020	\$514.00	ANDREWS	RODNEY	IN *AD BOX PROMO AGENC	Community Engagement
11/21/2019	11/21/2019	\$52.45	ANDREWS	RODNEY	KRISPY KREME 0319	I Belong Here Program Support
02/05/2020	02/07/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
02/05/2020	02/07/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
02/05/2020	02/07/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
02/05/2020	02/07/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
02/06/2020	02/10/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
02/06/2020	02/10/2020	\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Employee/Witness Training and/or Travel
03/10/2020	03/12/2020	\$196.00	BERKLEY	BRENDA	AMTRAK .CO07	Employee/Witness Training and/or Travel
03/10/2020	03/12/2020	\$196.00	BERKLEY	BRENDA	AMTRAK .CO07	Employee/Witness Training and/or Travel
03/11/2020	03/13/2020	\$196.00	BERKLEY	BRENDA	AMTRAK .CO07	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	-\$196.00	BERKLEY	BRENDA	AMTRAK TEL07	Credit/Refund
03/13/2020	03/16/2020	-\$196.00	BERKLEY	BRENDA	AMTRAK TEL07	Credit/Refund
03/20/2020	03/23/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
03/23/2020	03/25/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
03/23/2020	03/25/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
03/23/2020	03/25/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
03/23/2020	03/25/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
03/23/2020	03/25/2020	-\$175.00	BERKLEY	BRENDA	ABA ANTTTRUST MTG	Credit/Refund
12/20/2019	12/23/2019	\$652.50	BERKLEY	BRENDA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
12/20/2019	12/23/2019	\$652.50	BERKLEY	BRENDA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
01/07/2020	01/08/2020	\$995.00	BLACK	PAULETTE	SEDONA CONFERENCE	Employee/Witness Training and/or Travel
01/09/2020	01/10/2020	\$412.51	BLACK	PAULETTE	HOTELS*CHEAPHO TELS.COM	Employee/Witness Training and/or Travel
01/23/2020	01/23/2020	\$341.61	BLACK	PAULETTE	CATERING AUBONPAIN 970	Reception & Representation special event
01/27/2020	01/28/2020	\$40.00	BLACK	PAULETTE	CHEAPTIX*7517197 129262	Employee/Witness Training and/or Travel
01/27/2020	01/28/2020	\$19.94	BLACK	PAULETTE	CHEAPTIX*7517202 028447	Employee/Witness Training and/or Travel
01/27/2020	01/28/2020	\$165.12	BLACK	PAULETTE	HOTELSCOM900519 1452828	Employee/Witness Training and/or Travel

01/27/2020	01/29/2020	\$296.80	BLACK	PAULETTE	DELTA	Employee/Witness Training and/or Travel
01/27/2020	02/03/2020	\$636.52	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/06/2020	02/07/2020	\$5.03	BLACK	PAULETTE	EXPEDIA	Employee/Witness Training and/or Travel
02/06/2020	02/07/2020	\$154.20	BLACK	PAULETTE	FRONTIER Z36W2B	Employee/Witness Training and/or Travel
02/06/2020	02/10/2020	\$424.41	BLACK	PAULETTE	UNITED AIRLINES	Employee/Witness Training and/or Travel
02/11/2020	02/13/2020	\$197.96	BLACK	PAULETTE	SOUTHWEST	Employee/Witness Training and/or Travel
02/12/2020	02/13/2020	\$649.80	BLACK	PAULETTE	RESIDENCE INN BY MARRIOTT	Employee/Witness Training and/or Travel
02/12/2020	02/13/2020	\$3,960.00	BLACK	PAULETTE	THOMSON REUTERS LEGAL	Employee/Witness Training and/or Travel
02/14/2020	02/17/2020	-\$32.74	BLACK	PAULETTE	CHEAPTIX*7521097	Credit/Refund
02/14/2020	02/17/2020	\$32.74	BLACK	PAULETTE	CHEAPTIX*7521097	Employee/Witness Training and/or Travel
02/14/2020	02/17/2020	\$305.76	BLACK	PAULETTE	HOTELSCOM921150	Employee/Witness Training and/or Travel
02/21/2020	02/24/2020	\$325.10	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/21/2020	02/24/2020	\$325.10	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/21/2020	02/24/2020	\$366.10	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/22/2020	02/24/2020	\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Employee/Witness Training and/or Travel
02/22/2020	02/24/2020	\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Employee/Witness Training and/or Travel
02/22/2020	02/24/2020	\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Employee/Witness Training and/or Travel
03/04/2020	03/05/2020	\$148.28	BLACK	PAULETTE	HOTELSCOM919535	Employee/Witness Training and/or Travel
03/04/2020	03/05/2020	\$15.00	BLACK	PAULETTE	WASHINGTON COUNCIL OF	Employee/Witness Training and/or Travel
03/04/2020	03/05/2020	\$1,156.40	BLACK	PAULETTE	DELTA	Employee/Witness Training and/or Travel
03/05/2020	03/06/2020	\$752.28	BLACK	PAULETTE	MARRIOTT	Employee/Witness Training and/or Travel
03/05/2020	03/06/2020	\$752.28	BLACK	PAULETTE	MARRIOTT	Employee/Witness Training and/or Travel
03/05/2020	03/06/2020	\$752.28	BLACK	PAULETTE	MARRIOTT	Employee/Witness Training and/or Travel
03/05/2020	03/06/2020	\$752.28	BLACK	PAULETTE	MARRIOTT	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	-\$752.28	BLACK	PAULETTE	MARRIOTT	Credit/Refund
03/13/2020	03/16/2020	-\$752.28	BLACK	PAULETTE	MARRIOTT	Credit/Refund
03/13/2020	03/16/2020	\$12.50	BLACK	PAULETTE	CHEAPTIX*7100972	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	\$5.06	BLACK	PAULETTE	CHEAPTIX*7100972	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	\$328.06	BLACK	PAULETTE	HOTELSCOM919556	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	\$237.67	BLACK	PAULETTE	HOTELSCOM920056	Employee/Witness Training and/or Travel
03/13/2020	03/16/2020	\$96.80	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel

03/13/2020	03/16/2020	\$196.80	BLACK	PAULETTE	UNITED AIRLINES	Employee/Witness Training and/or Travel
03/25/2020	03/27/2020	-\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Credit/Refund
03/25/2020	03/27/2020	-\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Credit/Refund
03/25/2020	03/27/2020	-\$400.00	BLACK	PAULETTE	LIFE SAVERS CONFERENCE	Credit/Refund
04/08/2020	04/09/2020	-\$328.06	BLACK	PAULETTE	HOTELSCOM919556	Credit/Refund
04/08/2020	04/09/2020	-\$237.67	BLACK	PAULETTE	HOTELSCOM920056	Credit/Refund
10/22/2019	10/23/2019	\$1,948.00	BLACK	PAULETTE	INT*IN *AD BOX PROMO A	Office Supplies/Support
11/01/2019	11/04/2019	\$1,000.00	BLACK	PAULETTE	LANDER ANALYTICS	Employee/Witness Training and/or Travel
11/06/2019	11/08/2019	\$795.00	BLACK	PAULETTE	NATIONAL ASSOCIATION O	Employee/Witness Training and/or Travel
11/06/2019	11/08/2019	\$545.00	BLACK	PAULETTE	NATIONAL ASSOCIATION O	Employee/Witness Training and/or Travel
11/08/2019	11/11/2019	\$261.20	BLACK	PAULETTE	MARRIOTT DOWNTOWN AT T	Employee/Witness Training and/or Travel
11/08/2019	11/11/2019	\$1,495.00	BLACK	PAULETTE	LAWPROSE, INC.	Employee/Witness Training and/or Travel
11/09/2019	11/11/2019	\$619.40	BLACK	PAULETTE	HYATT HILL COUNTRY RES	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$150.34	BLACK	PAULETTE	HOTELS*CHEAPHO TELS.COM	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$143.69	BLACK	PAULETTE	HOTELSCOM920529	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$790.00	BLACK	PAULETTE	ACCESS INTELLIGENCE-CH	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$76.00	BLACK	PAULETTE	AMTRAK .CO31	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$38.00	BLACK	PAULETTE	AMTRAK .CO31	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$548.30	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$662.60	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
11/18/2019	11/19/2019	\$189.00	BLACK	PAULETTE	DC BAR	Employee/Witness Training and/or Travel
11/18/2019	11/20/2019	\$664.86	BLACK	PAULETTE	HOTEL MONTELEONE	Employee/Witness Training and/or Travel
11/19/2019	11/20/2019	\$590.70	BLACK	PAULETTE	NEAL R. GROSS & CO, I	Litigation Support
11/19/2019	11/21/2019	-\$200.00	BLACK	PAULETTE	LAWPROSE, INC.	Credit/Refund
11/20/2019	11/21/2019	\$183.88	BLACK	PAULETTE	HOTELS*CHEAPHO TELS.COM	Employee/Witness Training and/or Travel
11/20/2019	11/22/2019	\$287.00	BLACK	PAULETTE	AMTRAK .CO32	Employee/Witness Training and/or Travel
11/20/2019	11/22/2019	-\$287.00	BLACK	PAULETTE	AMTRAK TEL32	Credit/Refund
11/21/2019	11/25/2019	-\$8.70	BLACK	PAULETTE	AMERICAN AIRLINES	Credit/Refund
11/26/2019	11/27/2019	\$19.80	BLACK	PAULETTE	CHEAP*IX*7497597	Employee/Witness Training and/or Travel
11/26/2019	11/27/2019	\$405.74	BLACK	PAULETTE	HOTELSCOM920542	Employee/Witness Training and/or Travel
11/26/2019	11/27/2019	\$875.00	BLACK	PAULETTE	NATIONAL DISTRICTS ATT	Employee/Witness Training and/or Travel

11/26/2019	11/29/2019	\$294.60	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
11/26/2019	11/29/2019	\$770.30	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
12/02/2019	12/03/2019	-\$405.74	BLACK	PAULETTE	HOTELSCOM920542	Credit/Refund
12/02/2019	12/04/2019	\$1,207.96	BLACK	PAULETTE	SOUTHWEST	Employee/Witness Training and/or Travel
12/02/2019	12/04/2019	\$138.00	BLACK	PAULETTE	AMTRAK .CO33	Employee/Witness Training and/or Travel
12/03/2019	12/04/2019	\$418.82	BLACK	PAULETTE	MARRIOTT INTERNATIONAL	Employee/Witness Training and/or Travel
12/03/2019	12/04/2019	\$654.30	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$1,175.30	BLACK	PAULETTE	UNITED AIRLINES	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$1,308.60	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$1,308.60	BLACK	PAULETTE	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$665.67	BLACK	PAULETTE	HOTELSCOM921055	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$750.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$750.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$550.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$750.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$750.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$750.00	BLACK	PAULETTE	IAAO ORG	Employee/Witness Training and/or Travel
12/09/2019	12/10/2019	\$986.62	BLACK	PAULETTE	HOTELS*CHEAPHO	Employee/Witness Training and/or Travel
12/09/2019	12/10/2019	\$240.20	BLACK	PAULETTE	HOTELS*CHEAPHO	Employee/Witness Training and/or Travel
12/10/2019	12/11/2019	\$2,800.00	BLACK	PAULETTE	COUNCIL ON GOVT ETHICS	Employee/Witness Training and/or Travel
12/11/2019	12/12/2019	\$40.04	BLACK	PAULETTE	CHEAPTIX*7502544	Employee/Witness Training and/or Travel
12/11/2019	12/12/2019	\$10.64	BLACK	PAULETTE	CHEAPTIX*7502559	Employee/Witness Training and/or Travel
12/11/2019	12/13/2019	\$584.00	BLACK	PAULETTE	DELTA	Employee/Witness Training and/or Travel
12/11/2019	12/13/2019	\$132.00	BLACK	PAULETTE	DELTA	Employee/Witness Training and/or Travel
12/11/2019	12/13/2019	\$48.30	BLACK	PAULETTE	UNITED AIRLINES	Employee/Witness Training and/or Travel
01/08/2020	01/09/2020	\$1,703.00	BOYD	KHADIAH	TOUCAN	Office Supplies/Support
01/09/2020	01/13/2020	\$991.75	BOYD	KHADIAH	STANDARD OFFICE SUPPLY	Office Supplies/Support
01/10/2020	01/10/2020	\$39.11	BOYD	KHADIAH	COMCAST	Credit/Refund
02/10/2020	02/12/2020	\$146.00	BOYD	KHADIAH	METRO STAMP AND SEAL C	Office Supplies/Support
02/11/2020	02/11/2020	\$168.03	BOYD	KHADIAH	AMAZON.COM*VH6	Office Supplies/Support
02/26/2020	02/26/2020	\$177.08	BOYD	KHADIAH	AMZN MKTP US	Office Supplies/Support

03/04/2020	03/06/2020	\$146.00	BOYD	KHADIAH	METRO STAMP AND SEAL C	Office Supplies/Support
03/05/2020	03/05/2020	\$33.28	BOYD	KHADIAH	COMCAST	Cable
03/10/2020	03/10/2020	\$741.24	BOYD	KHADIAH	PITNEY BOWES PI	Office Supplies/Support
10/16/2019	10/16/2019	\$33.12	BOYD	KHADIAH	COMCAST	Cable
10/23/2019	10/23/2019	\$39.07	BOYD	KHADIAH	COMCAST	Cable
10/25/2019	10/30/2019	\$230.00	BOYD	KHADIAH	STANDARD OFFICE SUPPLY	Office Supplies/Support
11/19/2019	11/21/2019	\$77.00	BOYD	KHADIAH	METRO STAMP AND SEAL C	Office Supplies/Support
12/16/2019	12/19/2019	\$148.00	BOYD	KHADIAH	STANDARD OFFICE SUPPLY	Office Supplies/Support
12/17/2019	12/17/2019	\$33.12	BOYD	KHADIAH	COMCAST	Cable
01/06/2020	01/07/2020	\$455.00	COX	TIFFANY	VA DMV 960	Professional Services
01/15/2020	01/16/2020	\$13.42	COX	TIFFANY	EQUIFAX INC	Professional Services
01/22/2020	01/22/2020	\$33.28	COX	TIFFANY	COMCAST	Cable
02/10/2020	02/11/2020	\$26.13	COX	TIFFANY	EQUIFAX INC	Credit Check
03/10/2020	03/11/2020	\$31.39	COX	TIFFANY	EQUIFAX INC	Credit Check
03/12/2020	03/13/2020	\$3,138.00	COX	TIFFANY	IN *SEABERRY DESIGN &	Office Supplies/Support
09/30/2019	10/01/2019	\$23.50	COX	TIFFANY	MARQUIS LLC	Office Supplies/Support
10/09/2019	10/10/2019	\$37.03	COX	TIFFANY	EQUIFAX INC	Credit Check
11/12/2019	11/13/2019	\$32.32	COX	TIFFANY	EQUIFAX INC	Credit Check
12/11/2019	12/12/2019	\$16.38	COX	TIFFANY	EQUIFAX INC	Credit Check
12/18/2019	12/19/2019	\$464.00	COX	TIFFANY	SPECTRUM MANAGEMENT LL	Professional Services
01/08/2020	01/08/2020	\$16.57	DANDRIDG E	ADRIAN	COMCAST	Cable
02/05/2020	02/10/2020	\$14.25	DANDRIDG E	ADRIAN	STANDARD OFFICE SUPPLY	Office Supplies/Support
02/08/2020	02/10/2020	\$8.32	DANDRIDG E	ADRIAN	COMCAST	Cable
02/11/2020	02/13/2020	\$132.98	DANDRIDG E	ADRIAN	STANDARD OFFICE SUPPLY	Office Supplies/Support
02/14/2020	02/17/2020	-\$33.98	DANDRIDG E	ADRIAN	STANDARD OFFICE SUPPLY	Office Supplies/Support
02/17/2020	02/19/2020	\$68.33	DANDRIDG E	ADRIAN	LAZER DESIGNS.COM	Professional Services
02/24/2020	02/25/2020	\$6.19	DANDRIDG E	ADRIAN	PETWORTH HARDWARE	Office Supplies/Support
02/28/2020	03/02/2020	\$68.00	DANDRIDG E	ADRIAN	SENODA INC	Office Supplies/Support
03/02/2020	03/03/2020	\$7.00	DANDRIDG E	ADRIAN	PETWORTH HARDWARE	Office Supplies/Support
03/02/2020	03/04/2020	\$275.59	DANDRIDG E	ADRIAN	TOTAL OFFICE PRODUCTS	Office Supplies/Support
03/21/2020	03/23/2020	\$16.64	DANDRIDG E	ADRIAN	COMCAST	Cable

03/23/2020	03/24/2020	\$560.40	DANDRIDG E	ADRIAN	CAL VIN PRICE GROUP	Office Supplies/Support
03/24/2020	03/25/2020	\$2,100.00	DANDRIDG E	ADRIAN	ABC TECHNICAL SOLUTION	IT Supplies/Equipment
09/04/2020	09/07/2020	\$110.00	DANDRIDG E	ADRIAN	SENDODA INC	Community Engagement
09/16/2020	09/16/2020	\$16.64	DANDRIDG E	ADRIAN	COMCAST	Cable
09/16/2020	09/16/2020	\$23.68	DANDRIDG E	ADRIAN	COMCAST	Cable
09/17/2020	09/18/2020	\$78.92	DANDRIDG E	ADRIAN	ALLSTATE NOTARY SUPPLIES	Office Supplies/Support
09/17/2020	09/18/2020	\$645.49	DANDRIDG E	ADRIAN	TTC	Translation Services
09/18/2020	09/21/2020	\$312.88	DANDRIDG E	ADRIAN	TOTAL OFFICE PRODUCTS	Office Supplies/Support
10/08/2019	10/09/2019	-\$61.11	DANDRIDG E	ADRIAN	U.S. OFFICE SOLUTIONS	Credit/Refund
10/25/2019	10/25/2019	\$8.28	DANDRIDG E	ADRIAN	COMCAST	Cable
10/28/2019	10/29/2019	\$265.00	DANDRIDG E	ADRIAN	BLUBBAY OFFICE INC	Office Supplies/Support
11/12/2019	11/13/2019	\$480.00	DANDRIDG E	ADRIAN	SPECTRUM MANAGEMENT LL	Office Maintenance
11/18/2019	11/20/2019	\$46.50	DANDRIDG E	ADRIAN	THE HOME DEPOT #2583	Office Supplies/Support
11/20/2019	11/21/2019	\$77.38	DANDRIDG E	ADRIAN	FEDEX	Professional Services
12/18/2019	12/23/2019	\$21.80	DANDRIDG E	ADRIAN	STANDARD OFFICE SUPPLY	Office Supplies/Support
12/23/2019	12/24/2019	\$950.00	DANDRIDG E	ADRIAN	GW TRAINING CENTER	Professional Services
01/10/2020	01/13/2020	\$418.41	GREENWOO D	ASHITA	EXPEDIA 751189659743	Employee/Witness Training and/or Travel
01/10/2020	01/13/2020	\$730.80	GREENWOO D	ASHITA	DELTA	Employee/Witness Training and/or Travel
02/27/2020	02/28/2020	\$41.00	GREENWOO D	ASHITA	EXPEDIA 71007717146459	Employee/Witness Training and/or Travel
02/27/2020	03/02/2020	\$568.80	GREENWOO D	ASHITA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/28/2020	03/02/2020	\$158.63	GREENWOO D	ASHITA	THE RITZ CARLTON CLV LN	Employee/Witness Training and/or Travel
03/01/2020	03/02/2020	-\$568.80	GREENWOO D	ASHITA	AMERICAN AIRLINES	Credit/Refund
12/05/2019	12/09/2019	\$795.00	GREENWOO D	ASHITA	NATIONAL ASSOCIATION O	Employee/Witness Training and/or Travel
12/06/2019	12/09/2019	\$152.00	GREENWOO D	ASHITA	AMTRAK .CO34	Employee/Witness Training and/or Travel
12/06/2019	12/09/2019	\$895.00	GREENWOO D	ASHITA	NATIONAL ASSOCIATION O	Employee/Witness Training and/or Travel
12/10/2019	12/12/2019	\$76.00	GREENWOO D	ASHITA	AMTRAK .CO34	Employee/Witness Training and/or Travel
12/11/2019	12/13/2019	-\$37.00	GREENWOO D	ASHITA	AMTRAK 34	Credit/Refund
12/11/2019	12/13/2019	\$37.00	GREENWOO D	ASHITA	AMTRAK TEL34	Amtrak Receipt for AG
12/12/2019	12/16/2019	\$282.12	GREENWOO D	ASHITA	QUIRK HOTEL RICHMOND	Employee/Witness Training and/or Travel
12/12/2019	12/16/2019	-\$28.50	GREENWOO D	ASHITA	AMTRAK .CO34	Credit/Refund
12/12/2019	12/16/2019	-\$57.00	GREENWOO D	ASHITA	AMTRAK .CO34	Credit/Refund

12/17/2019	12/18/2019	\$233.51	GREENWOOD	ASHITA	OMNI RICHMOND FRONT DE	Employee/Witness Training and/or Travel
12/17/2019	12/18/2019	\$233.51	GREENWOOD	ASHITA	OMNI RICHMOND FRONT DE	Employee/Witness Training and/or Travel
02/07/2020	02/10/2020	\$200.00	HAMILTON	CULLEN	COURTS/USDC-NY-S	Litigation Support
03/04/2020	03/05/2020	\$200.00	HAMILTON	CULLEN	COURTS/USDC-NY-S	Litigation Support
01/23/2020	01/24/2020	\$344.27	HENDRICKS	SHANNON	METROPOLITAN OFFICE PR	Office Supplies/Support
02/10/2020	02/11/2020	\$66.00	HENDRICKS	SHANNON	VGN	Litigation Support
03/05/2020	03/06/2020	\$58.59	HENDRICKS	SHANNON	METROPOLITAN OFFICE PR	Office Supplies/Support
01/07/2020	01/08/2020	\$560.00	HOGAN	MARJORIE	DRI*NUANCE	ADA Accommodation
01/08/2020	01/08/2020	\$23.62	HOGAN	MARJORIE	COMCAST	Cable
01/08/2020	01/09/2020	\$721.54	HOGAN	MARJORIE	U.S. OFFICE SOLUTIONS	Office Supplies/Support
01/08/2020	01/09/2020	\$924.27	HOGAN	MARJORIE	DRI*NUANCE	ADA Accommodation
01/14/2020	01/15/2020	\$582.00	HOGAN	MARJORIE	SPECTRUM MANAGEMENT LL	Office Supplies/Support
01/23/2020	01/23/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
02/03/2020	02/05/2020	-\$595.00	HOGAN	MARJORIE	CAPITAL SERVICES & SUP	Credit/Refund
02/05/2020	02/05/2020	\$23.68	HOGAN	MARJORIE	COMCAST	Cable
02/20/2020	02/20/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
02/27/2020	02/28/2020	\$3,987.53	HOGAN	MARJORIE	TRASH CANS WAREHOUSE	Office Supplies/Support
02/28/2020	03/02/2020	\$1,205.00	HOGAN	MARJORIE	TOUCAN	Office Supplies/Support
03/04/2020	03/06/2020	-\$82.32	HOGAN	MARJORIE	DRI*NUANCE	Credit/Refund
03/08/2020	03/10/2020	\$137.40	HOGAN	MARJORIE	TOTAL OFFICE PRODUCTS	Office Supplies/Support
03/09/2020	03/10/2020	\$42.60	HOGAN	MARJORIE	U.S. OFFICE SOLUTIONS	Office Supplies/Support
03/10/2020	03/10/2020	\$23.68	HOGAN	MARJORIE	COMCAST	Cable
03/18/2020	03/20/2020	\$2,311.06	HOGAN	MARJORIE	BEYOND TRUST CORPORATI	IT Supplies/Equipment
03/20/2020	03/23/2020	\$98.21	HOGAN	MARJORIE	U.S. OFFICE SOLUTIONS	Office Supplies/Support
03/21/2020	03/23/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
03/23/2020	03/24/2020	\$897.50	HOGAN	MARJORIE	CAPITAL SERVICES & SUP	IT Supplies/Equipment
04/06/2020	04/09/2020	-\$897.50	HOGAN	MARJORIE	CAPITAL SERVICES & SUP	Credit/Refund
05/09/2020	05/11/2020	\$8.32	HOGAN	MARJORIE	COMCAST	Cable
05/09/2020	05/11/2020	\$193.47	HOGAN	MARJORIE	COMCAST	Cable
05/09/2020	05/11/2020	\$47.36	HOGAN	MARJORIE	COMCAST	Cable
05/09/2020	05/11/2020	\$2,101.80	HOGAN	MARJORIE	TOTAL OFFICE PRODUCTS	Office Supplies/Support

05/12/2020	05/13/2020	\$47.22	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
06/03/2020	06/03/2020	\$23.68	HOGAN	MARJORIE	COMCAST	Cable
06/03/2020	06/03/2020	\$8.32	HOGAN	MARJORIE	COMCAST	Cable
06/12/2020	06/15/2020	\$20.98	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
06/12/2020	06/15/2020	\$673.55	HOGAN	MARJORIE	TTC	Communication Services
06/12/2020	06/15/2020	\$133.13	HOGAN	MARJORIE	TTC	Communication Services
06/17/2020	06/19/2020	\$338.00	HOGAN	MARJORIE	STANDARD OFFICE SUPPLY	Office Supplies/Support
06/22/2020	06/23/2020	\$199.23	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$101.97	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$468.00	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$583.60	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$193.43	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$1,237.04	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/22/2020	06/23/2020	\$383.38	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
06/24/2020	06/24/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
06/25/2020	06/26/2020	\$165.00	HOGAN	MARJORIE	MYS INC	Communication Services
06/29/2020	06/30/2020	\$1.05	HOGAN	MARJORIE	USPS CHANGE OF ADDRESS	Professional Services
07/08/2020	07/08/2020	\$23.68	HOGAN	MARJORIE	COMCAST	Cable
07/08/2020	07/08/2020	\$8.32	HOGAN	MARJORIE	COMCAST	Cable
07/09/2020	07/10/2020	\$222.14	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
07/09/2020	07/10/2020	\$127.60	HOGAN	MARJORIE	ANDEAN CONSULTING SOLU	Communication Services
07/13/2020	07/14/2020	\$13.75	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
07/21/2020	07/21/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
08/12/2020	08/12/2020	\$23.68	HOGAN	MARJORIE	COMCAST	Cable
08/12/2020	08/12/2020	\$8.32	HOGAN	MARJORIE	COMCAST	Cable
08/26/2020	08/27/2020	\$16.79	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
08/27/2020	08/27/2020	\$93.76	HOGAN	MARJORIE	COMCAST	Cable
08/31/2020	09/01/2020	\$53.99	HOGAN	MARJORIE	TOTAL OFFICE PRODUCTS	ADA Accommodation
09/17/2020	09/17/2020	-\$66.50	HOGAN	MARJORIE	COMCAST	Cable
09/21/2020	09/22/2020	\$13.42	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
09/23/2020	09/24/2020	\$1,963.00	HOGAN	MARJORIE	VERITAS CONSULTING GRO	Office Maintenance

09/29/2020	09/30/2020	\$299.09	HOGAN	MARJORIE	TOTAL OFFICE PRODUCTS	IT Supplies/Equipment
10/05/2019	10/07/2019	\$23.60	HOGAN	MARJORIE	COMCAST	Cable
10/07/2019	10/08/2019	\$1,614.50	HOGAN	MARJORIE	BLUBAY OFFICE INC	Office Supplies/Support
10/08/2019	10/10/2019	\$75.00	HOGAN	MARJORIE	METRO STAMP AND SEAL C	Office Supplies/Support
10/09/2019	10/09/2019	\$8.28	HOGAN	MARJORIE	COMCAST	Cable
10/16/2019	10/21/2019	\$117.20	HOGAN	MARJORIE	STANDARD OFFICE SUPPLY	Office Supplies/Support
10/22/2019	10/24/2019	\$188.97	HOGAN	MARJORIE	STANDARD OFFICE SUPPLY	Office Supplies/Support
10/29/2019	10/29/2019	\$93.36	HOGAN	MARJORIE	COMCAST	Cable
10/30/2019	10/31/2019	\$29.97	HOGAN	MARJORIE	INT*IN *GENERAL MERCHA	Office Supplies/Support
11/06/2019	11/06/2019	\$23.60	HOGAN	MARJORIE	COMCAST	Cable
11/13/2019	11/18/2019	\$461.16	HOGAN	MARJORIE	STANDARD OFFICE SUPPLY	Office Supplies/Support
11/18/2019	11/19/2019	\$280.14	HOGAN	MARJORIE	SPECTRUM MANAGEMENT LL	Office Supplies/Support
11/20/2019	11/20/2019	\$93.36	HOGAN	MARJORIE	COMCAST	Cable
11/25/2019	11/26/2019	\$2,496.98	HOGAN	MARJORIE	CAPITAL SERVICES & SUP	Office Supplies/Support
11/26/2019	11/26/2019	\$23.60	HOGAN	MARJORIE	COMCAST	Cable
12/13/2019	12/16/2019	-\$47.99	HOGAN	MARJORIE	CAPITAL SERVICES & SUP	Credit/Refund
12/13/2019	12/16/2019	\$75.99	HOGAN	MARJORIE	STANDARD OFFICE SUPPLY	ADA Accommodation
12/24/2019	12/24/2019	\$93.46	HOGAN	MARJORIE	COMCAST	Cable
12/31/2019	01/02/2020	\$364.00	HOGAN	MARJORIE	BLUBAY OFFICE INC	Office Supplies/Support
01/03/2020	01/06/2020	\$25.00	HUNGERFO	JOAN	DC BAR	Litigation Support
01/06/2020	01/07/2020	\$200.00	HUNGERFO	JOAN	COURTS/USDC-NY-S	Litigation Support
01/06/2020	01/08/2020	\$272.49	HUNGERFO	JOAN	PROPER SF HOTEL	Employee/Witness Training and/or Travel
01/06/2020	01/08/2020	\$272.49	HUNGERFO	JOAN	PROPER SF HOTEL	Employee/Witness Training and/or Travel
01/08/2020	01/09/2020	\$193.96	HUNGERFO	JOAN	HOTELSCOM920612	Employee/Witness Training and/or Travel
01/08/2020	01/10/2020	\$491.80	HUNGERFO	JOAN	ALASKA A 02	Employee/Witness Training and/or Travel
01/10/2020	01/13/2020	\$250.00	HUNGERFO	JOAN	EXCEL LEGAL COURRIER	Litigation Support
01/13/2020	01/15/2020	\$320.00	HUNGERFO	JOAN	AMTRAK CO01	Employee/Witness Training and/or Travel
01/14/2020	01/15/2020	\$25.00	HUNGERFO	JOAN	DC BAR	Litigation Support
01/14/2020	01/15/2020	\$25.00	HUNGERFO	JOAN	DC BAR	Litigation Support
01/15/2020	01/17/2020	\$175.39	HUNGERFO	JOAN	RADISSON HOTEL NEW YORK	Employee/Witness Training and/or Travel
01/17/2020	01/20/2020	\$25.00	HUNGERFO	JOAN	DC BAR	Litigation Support

01/28/2020	01/29/2020	\$26.35	HUNGERFO RD	JOAN	USPS PO 1050140216	Litigation Support
02/05/2020	02/06/2020	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
02/06/2020	02/07/2020	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
02/06/2020	02/07/2020	\$26.35	HUNGERFO RD	JOAN	USPS PO 1050140216	Professional Services
02/10/2020	02/11/2020	\$40.00	HUNGERFO RD	JOAN	EXCEL LEGAL COURRIER	Litigation Support
07/14/2020	07/15/2020	\$310.00	HUNGERFO RD	JOAN	US DISTRICT COURT NDCA	Litigation Support
07/16/2020	07/17/2020	\$1,640.00	HUNGERFO RD	JOAN	ANTHONYBIRD	Litigation Support
07/30/2020	07/31/2020	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
07/30/2020	07/31/2020	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
08/04/2020	08/05/2020	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
08/05/2020	08/06/2020	\$310.00	HUNGERFO RD	JOAN	US DISTRICT COURT NDCA	Litigation Support
08/06/2020	08/07/2020	\$10.00	HUNGERFO RD	JOAN	NYS SUPREME COURT APPE	Litigation Support
08/07/2020	08/10/2020	\$310.00	HUNGERFO RD	JOAN	US DISTRICT COURT NDCA	Litigation Support
08/21/2020	08/24/2020	\$310.00	HUNGERFO RD	JOAN	US DISTRICT COURT NDCA	Litigation Support
08/28/2020	08/31/2020	\$206.00	HUNGERFO RD	JOAN	COURTS/USDC-DC	Litigation Support
09/01/2020	09/02/2020	\$1,000.00	HUNGERFO RD	JOAN	PAYPAL	Employee/Witness Training and/or Travel
09/08/2020	09/09/2020	\$40.00	HUNGERFO RD	JOAN	COURTS/USDC-PA-E- PG	Litigation Support
09/08/2020	09/09/2020	\$40.00	HUNGERFO RD	JOAN	COURTS/USDC-PA-E- PG	Litigation Support
09/09/2020	09/10/2020	\$150.00	HUNGERFO RD	JOAN	LATER.COM	Communication Services
09/10/2020	09/11/2020	\$1,210.55	HUNGERFO RD	JOAN	LEGALBLUEBOOK. COM	Litigation Support
09/15/2020	09/16/2020	\$587.14	HUNGERFO RD	JOAN	ANDEAN CONSULTING SOLU	Translation Services
09/16/2020	09/16/2020	\$624.40	HUNGERFO RD	JOAN	BROADNET TELESERVICES	Communication Services
09/16/2020	09/16/2020	\$867.64	HUNGERFO RD	JOAN	BROADNET TELESERVICES	Communication Services
09/16/2020	09/16/2020	\$706.12	HUNGERFO RD	JOAN	BROADNET TELESERVICES	Communication Services
09/16/2020	09/16/2020	\$904.52	HUNGERFO RD	JOAN	BROADNET TELESERVICES	Communication Services
09/18/2020	09/21/2020	\$97.75	HUNGERFO RD	JOAN	SQ *ESAINTLOTH	Litigation Support
09/28/2020	09/29/2020	\$3.33	HUNGERFO RD	JOAN	TXEHLE*04659890 9-0	Litigation Support
10/02/2019	10/02/2019	-\$283.25	HUNGERFO RD	JOAN	DISPUTE CREDIT	Credit/Refund
10/02/2019	10/03/2019	\$310.00	HUNGERFO RD	JOAN	US DISTRICT COURT NDCA	Litigation Support
10/02/2019	10/03/2019	\$331.00	HUNGERFO RD	JOAN	USDC CENTRAL DIST. CA	Litigation Support
10/04/2019	10/07/2019	\$1,410.00	HUNGERFO RD	JOAN	IWP NEWSLETTERS	Communication Services

10/11/2019	10/14/2019	\$31.00	HUNGERFO RD	JOAN	CLERK CIRCUIT CT PG CN	Litigation Support
10/15/2019	10/16/2019	\$25.00	HUNGERFO RD	JOAN	DC BAR	Litigation Support
10/24/2019	10/25/2019	\$100.00	HUNGERFO RD	JOAN	COURTS/USDC-IX- N-PG	Litigation Support
11/01/2019	11/04/2019	\$552.60	HUNGERFO RD	JOAN	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
11/06/2019	11/07/2019	\$60.00	HUNGERFO RD	JOAN	ENERGY BAR ASSOCIATION	Employee/Witness Training and/or Travel
11/07/2019	11/08/2019	\$60.00	HUNGERFO RD	JOAN	ENERGY BAR ASSOCIATION	Employee/Witness Training and/or Travel
11/07/2019	11/11/2019	\$200.00	HUNGERFO RD	JOAN	AMERICAN BAR ASSOCIATI	Employee/Witness Training and/or Travel
11/08/2019	11/11/2019	\$53.50	HUNGERFO RD	JOAN	PACER800-676- 6856IR	Litigation Support
11/09/2019	11/12/2019	\$149.50	HUNGERFO RD	JOAN	SHERATON AT BRADLEY	Employee/Witness Training and/or Travel
11/09/2019	11/12/2019	-\$19.50	HUNGERFO RD	JOAN	SHERATON AT BRADLEY	Credit/Refund
11/13/2019	11/14/2019	\$48.00	HUNGERFO RD	JOAN	TEGE EO COUNCIL	Employee/Witness Training and/or Travel
11/14/2019	11/15/2019	\$209.00	HUNGERFO RD	JOAN	DC BAR	Employee/Witness Training and/or Travel
11/15/2019	11/18/2019	\$200.00	HUNGERFO RD	JOAN	AMERICAN BAR ASSOCIATI	Employee/Witness Training and/or Travel
11/20/2019	11/22/2019	\$200.00	HUNGERFO RD	JOAN	AMERICAN BAR ASSOCIATI	Employee/Witness Training and/or Travel
11/26/2019	11/27/2019	\$45.00	HUNGERFO RD	JOAN	PAYPAL	Litigation Support
11/27/2019	11/29/2019	\$256.00	HUNGERFO RD	JOAN	AMTRAK .CO33	Employee/Witness Training and/or Travel
12/03/2019	12/04/2019	\$35.00	HUNGERFO RD	JOAN	DC BAR	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$287.00	HUNGERFO RD	JOAN	AMTRAK .CO33	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$287.00	HUNGERFO RD	JOAN	AMTRAK .CO33	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$287.00	HUNGERFO RD	JOAN	AMTRAK .CO33	Employee/Witness Training and/or Travel
12/09/2019	12/10/2019	\$25.50	HUNGERFO RD	JOAN	USPS PO 1050140216	Professional Services
12/09/2019	12/11/2019	\$278.00	HUNGERFO RD	JOAN	HOLIDAY INN WALL STREE	Employee/Witness Training and/or Travel
12/11/2019	12/12/2019	\$318.74	HUNGERFO RD	JOAN	FS *TECHSMITH	Litigation Support
12/11/2019	12/12/2019	-\$18.04	HUNGERFO RD	JOAN	FS *TECHSMITH	Credit/Refund
12/16/2019	12/18/2019	\$1,332.62	HUNGERFO RD	JOAN	HOLIDAY INN WALL STREE	Employee/Witness Training and/or Travel
12/18/2019	12/19/2019	\$25.50	HUNGERFO RD	JOAN	USPS PO 1050140216	Professional Services
02/20/2020	02/21/2020	\$45.93	JACKSON RD	ROSEMARY	AMAZON.COM*ZG0 696MP3 A	Litigation Support
02/21/2020	02/21/2020	\$260.46	JACKSON RD	ROSEMARY	AMZN MKTP US	Litigation Support
02/21/2020	02/24/2020	\$1,542.30	JACKSON RD	ROSEMARY	AMZN MKTP US	Litigation Support
02/21/2020	02/24/2020	\$516.85	JACKSON RD	ROSEMARY	SP * BL OOMBERG BNA	Litigation Support
02/22/2020	02/24/2020	\$59.83	JACKSON RD	ROSEMARY	AMZN MKTP US	Litigation Support

02/24/2020	02/25/2020	\$90.10	JACKSON	ROSEMARY	GU LAW-OJA	Litigation Support
03/09/2020	03/10/2020	\$395.00	JACKSON	ROSEMARY	DC BAR	Litigation Support
10/07/2019	10/08/2019	\$1,203.30	JACKSON	ROSEMARY	SO *SQ *CAPTION MINNES	Litigation Support
10/21/2019	10/22/2019	\$79.00	JACKSON	ROSEMARY	DC BAR	Employee/Witness Training and/or Travel
10/21/2019	10/22/2019	\$79.00	JACKSON	ROSEMARY	DC BAR	Employee/Witness Training and/or Travel
10/21/2019	10/22/2019	\$79.00	JACKSON	ROSEMARY	DC BAR	Employee/Witness Training and/or Travel
10/21/2019	10/24/2019	\$299.00	JACKSON	ROSEMARY	NATIONAL BUSINESS INST	Employee/Witness Training and/or Travel
11/01/2019	11/04/2019	\$41.40	JACKSON	ROSEMARY	SO *SQ *JANICE DICKMAN	Litigation Support
01/10/2020	01/13/2020	\$429.73	LOVE	ARLYNTHA	LINKEDIN-522	Human Resources Services/Support
01/13/2020	01/15/2020	\$326.80	LOVE	ARLYNTHA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
01/16/2020	01/20/2020	\$170.96	LOVE	ARLYNTHA	EMBASSY SUITES CHRLSTN	Employee/Witness Training and/or Travel
01/21/2020	01/22/2020	\$563.57	LOVE	ARLYNTHA	HOTELSCOM900513 1986848	Employee/Witness Training and/or Travel
02/01/2020	02/03/2020	\$312.00	LOVE	ARLYNTHA	LINKEDIN 5286690074 LN	Human Resources Services/Support
09/30/2019	10/02/2019	-\$24.16	LOVE	ARLYNTHA	AMERICAN AIRLINES	Credit/Refund
10/03/2019	10/07/2019	\$400.00	LOVE	ARLYNTHA	NATIONAL ASSOCIATION O	Human Resources Services/Support
10/09/2019	10/11/2019	\$186.00	LOVE	ARLYNTHA	AMTRAK .CO28	Employee/Witness Training and/or Travel
10/09/2019	10/11/2019	\$186.00	LOVE	ARLYNTHA	AMTRAK .CO28	Employee/Witness Training and/or Travel
10/09/2019	10/11/2019	\$186.00	LOVE	ARLYNTHA	AMTRAK .CO28	Employee/Witness Training and/or Travel
10/10/2019	10/11/2019	\$286.65	LOVE	ARLYNTHA	THE BEEKMAN HOTEL	Employee/Witness Training and/or Travel
10/10/2019	10/11/2019	\$286.65	LOVE	ARLYNTHA	THE BEEKMAN HOTEL	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$34.42	LOVE	ARLYNTHA	5 BEEKMAN PROPERTY OWN	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$34.42	LOVE	ARLYNTHA	5 BEEKMAN PROPERTY OWN	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$34.42	LOVE	ARLYNTHA	5 BEEKMAN PROPERTY OWN	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$891.07	LOVE	ARLYNTHA	THE CAPITOL HOTEL	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$682.60	LOVE	ARLYNTHA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$45.32	LOVE	ARLYNTHA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$1,219.77	LOVE	ARLYNTHA	JETBLUE 27	Employee/Witness Training and/or Travel
10/11/2019	10/14/2019	\$495.00	LOVE	ARLYNTHA	NATIONAL ASSOCIATION O	Employee/Witness Training and/or Travel
10/16/2019	10/18/2019	\$772.60	LOVE	ARLYNTHA	UNITED AIRLINES	Employee/Witness Training and/or Travel
10/18/2019	10/21/2019	\$296.00	LOVE	ARLYNTHA	SHRM	Human Resources Services/Support

10/23/2019	10/24/2019	\$446.60	LOVE	ARL YNTHA	DELTA	Employee/Witness Training and/or Travel
10/23/2019	10/25/2019	\$403.30	LOVE	ARL YNTHA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
10/24/2019	10/25/2019	\$82.60	LOVE	ARL YNTHA	BUDGET.COM PREPAY RESE	Employee/Witness Training and/or Travel
10/25/2019	10/28/2019	\$257.00	LOVE	ARL YNTHA	AMTRAK.CO29	Employee/Witness Training and/or Travel
10/25/2019	10/28/2019	-\$44.00	LOVE	ARL YNTHA	AMERICAN AIRLINES	Credit/Refund
10/29/2019	10/30/2019	\$322.00	LOVE	ARL YNTHA	DELTA	Employee/Witness Training and/or Travel
10/29/2019	10/31/2019	-\$322.00	LOVE	ARL YNTHA	DELTA	Credit/Refund
10/30/2019	10/31/2019	\$810.30	LOVE	ARL YNTHA	DELTA	Employee/Witness Training and/or Travel
11/1/3/2019	11/1/4/2019	\$93.49	LOVE	ARL YNTHA	EXTENDEDSTAY #9401	Employee/Witness Training and/or Travel
11/1/3/2019	11/1/5/2019	\$303.80	LOVE	ARL YNTHA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
11/29/2019	12/02/2019	\$517.12	LOVE	ARL YNTHA	LINKEDIN-514	Human Resources Services/Support
12/03/2019	12/04/2019	\$48.15	LOVE	ARL YNTHA	CHEAPTEXT*7500277593617	Employee/Witness Training and/or Travel
12/03/2019	12/04/2019	\$96.60	LOVE	ARL YNTHA	FRONTIER M6E9JF	Employee/Witness Training and/or Travel
12/03/2019	12/05/2019	\$610.00	LOVE	ARL YNTHA	UNITED AIRLINES	Employee/Witness Training and/or Travel
12/04/2019	12/05/2019	\$2,206.85	LOVE	ARL YNTHA	INT*IN *AD BOX PROMO A	Office Supplies/Support
12/07/2019	12/09/2019	\$493.05	LOVE	ARL YNTHA	HYATT REGENCY PHOENIX	Employee/Witness Training and/or Travel
12/07/2019	12/09/2019	\$493.05	LOVE	ARL YNTHA	HYATT REGENCY PHOENIX	Employee/Witness Training and/or Travel
12/07/2019	12/09/2019	\$493.05	LOVE	ARL YNTHA	HYATT REGENCY PHOENIX	Employee/Witness Training and/or Travel
12/07/2019	12/09/2019	\$493.05	LOVE	ARL YNTHA	HYATT REGENCY PHOENIX	Employee/Witness Training and/or Travel
12/07/2019	12/09/2019	\$493.05	LOVE	ARL YNTHA	HYATT REGENCY PHOENIX	Employee/Witness Training and/or Travel
12/20/2019	12/23/2019	\$350.00	LOVE	ARL YNTHA	RMA CAREER CENTER	Human Resources Services/Support
12/20/2019	12/23/2019	\$428.16	LOVE	ARL YNTHA	LINKEDIN-518	Human Resources Services/Support
01/08/2020	01/09/2020	\$2,511.28	LOVETT	CANDYCE	ABC TECHNICAL SOLUTION	IT Supplies/Equipment
01/09/2020	01/10/2020	\$4,998.52	LOVETT	CANDYCE	INT*IN *ZC SOLUTIONS,	IT Supplies/Equipment
02/05/2020	02/06/2020	\$2,710.00	LOVETT	CANDYCE	SQ *INCAPSULATE LLC	IT Supplies/Equipment
02/25/2020	02/26/2020	\$63.28	LOVETT	CANDYCE	FEDEX	Office Supplies/Support
02/26/2020	02/27/2020	-\$63.28	LOVETT	CANDYCE	FEDEX	Credit/Refund
02/26/2020	02/27/2020	\$59.70	LOVETT	CANDYCE	FEDEX	Office Supplies/Support
11/22/2019	11/25/2019	\$1,971.69	LOVETT	CANDYCE	INT*IN *ZC SOLUTIONS,	IT Maintenance
11/25/2019	11/27/2019	\$4,540.92	LOVETT	CANDYCE	ABC TECHNICAL SOLUTION	IT Supplies/Equipment

12/04/2019	12/05/2019	\$4,994.40	LOVETT	CANDYCE	METROPOLITAN OFFICE HR	IT Supplies/Equipment
12/21/2019	12/23/2019	\$4,830.95	LOVETT	CANDYCE	CAL VIN PRICE GROUP	IT Supplies/Equipment
02/05/2020	02/06/2020	\$663.50	MULLZAC	LUCINDA	PAYPAL	Litigation Support
02/05/2020	02/06/2020	\$87.20	MULLZAC	LUCINDA	PP*CATHRYNONE	Litigation Support
02/11/2020	02/12/2020	\$1,509.00	MULLZAC	LUCINDA	PAYPAL	Litigation Support
02/14/2020	02/17/2020	\$38.03	MULLZAC	LUCINDA	CHEAPTIX*7521165060463	Employee/Witness Training and/or Travel
02/14/2020	02/17/2020	\$539.80	MULLZAC	LUCINDA	AMERICAN AIRLINES	Employee/Witness Training and/or Travel
02/26/2020	02/28/2020	\$18.00	MULLZAC	LUCINDA	DCVITALSKIOSK*V CN	Litigation Support
02/13/2020	02/14/2020	\$445.05	PETERS	PAULA	VERITEXT CORP	Litigation Support
10/06/2019	10/07/2019	\$62.99	PETERS	PAULA	AMAZON.COM*6N32D54B3 A	Litigation Support
10/18/2019	10/21/2019	\$141.00	PETERS	PAULA	AMTRAK .CO29	Employee/Witness Training and/or Travel
10/18/2019	10/25/2019	\$228.09	PETERS	PAULA	CLUB QUARTERS PHILADEL	Employee/Witness Training and/or Travel
12/05/2019	12/06/2019	\$220.00	PETERS	PAULA	IAAO ORG	Membership
01/23/2020	01/24/2020	\$1,224.60	PHIFER	ANDREW	INT*IN *ACSI TRANSLATI	Translation Services
01/30/2020	01/31/2020	\$70.00	PHIFER	ANDREW	THE HAMILTON GROUP	Communication Services
01/30/2020	02/03/2020	\$2,400.00	PHIFER	ANDREW	SENODA INC	Community Engagement
01/31/2020	02/03/2020	\$67.20	PHIFER	ANDREW	IN *ACSI TRANSLATIONS	Translation Services
02/07/2020	02/10/2020	\$177.19	PHIFER	ANDREW	MYS	Communication Services
02/12/2020	02/13/2020	\$138.66	PHIFER	ANDREW	FEDEX	Community Engagement
02/14/2020	02/17/2020	\$387.71	PHIFER	ANDREW	TOUCAN	Community Engagement
02/25/2020	02/26/2020	\$1,758.00	PHIFER	ANDREW	FORMOST ADVANCED CRE	Community Engagement
03/05/2020	03/06/2020	\$160.56	PHIFER	ANDREW	IN *ACSI TRANSLATIONS	Translation Services
03/12/2020	03/13/2020	\$169.49	PHIFER	ANDREW	AMZN MKTP US	Office Supplies/Support
11/07/2019	11/08/2019	\$57.46	PHIFER	ANDREW	PIZZOLIS PIZZERIA LLC	Reception & Representation special event
11/18/2019	11/19/2019	\$600.00	PHIFER	ANDREW	OUTFRONT MEDIA LLC	Communication Services
11/25/2019	11/26/2019	\$90.48	PHIFER	ANDREW	INT*IN *ACSI TRANSLATI	Translation Services
11/25/2019	11/26/2019	\$99.60	PHIFER	ANDREW	INT*IN *ACSI TRANSLATI	Translation Services
11/25/2019	11/26/2019	\$1,600.00	PHIFER	ANDREW	TOUCAN	Communication Services
12/03/2019	12/05/2019	\$146.50	PHIFER	ANDREW	STANDARD OFFICE SUPPLY	Office Supplies/Support
12/19/2019	12/20/2019	\$686.00	PHIFER	ANDREW	PAYPAL	Communication Services
01/13/2020	01/14/2020	\$695.50	RIVERS	GALE	PAYPAL	Litigation Support

01/17/2020	01/20/2020	-\$44.46	RIVERS	GALE	WKI	Credit/Refund
02/05/2020	02/06/2020	\$871.00	RIVERS	GALE	IN*PRECISE REPORTING	Litigation Support
03/06/2020	03/09/2020	\$36.00	RIVERS	GALE	SQ*ESAINTLTOTH	Litigation Support
10/03/2019	10/04/2019	\$73.80	RIVERS	GALE	SQU*SQ*LISA MOREIRA.	Litigation Support
10/03/2019	10/09/2019	-\$4.61	RIVERS	GALE	SQU*SQ*LISA MOREIRA.	Credit/Refund
10/16/2019	10/17/2019	\$689.15	RIVERS	GALE	VERITEXT CORP	Litigation Support
10/18/2019	10/21/2019	\$1,201.60	RIVERS	GALE	VERITEXT CORP	Litigation Support
10/21/2019	10/22/2019	\$4.61	RIVERS	GALE	SQ*SQ*LISA MOREIRA.	Litigation Support
10/21/2019	10/22/2019	\$72.75	RIVERS	GALE	SQ*SQ*JEFF HOOK, CSR	Litigation Support
10/29/2019	10/30/2019	\$87.30	RIVERS	GALE	SQ*SQ*JANICE DICKMAN	Litigation Support
11/01/2019	11/04/2019	\$174.40	RIVERS	GALE	SQ*SQ*JEFF HOOK, CSR	Litigation Support
11/04/2019	11/06/2019	\$485.00	RIVERS	GALE	AMERICAN BAR ASSOCIATI	Employee/Witness Training and/or Travel
11/04/2019	11/06/2019	\$485.00	RIVERS	GALE	AMERICAN BAR ASSOCIATI	Employee/Witness Training and/or Travel
11/05/2019	11/06/2019	\$45.15	RIVERS	GALE	SQU*SQ*LISA WALKER GR	Litigation Support
11/05/2019	11/06/2019	\$71.25	RIVERS	GALE	BLUBBAY OFFICE INC	Office Supplies/Support
11/19/2019	11/20/2019	\$82.68	RIVERS	GALE	WKI	Employee/Witness Training and/or Travel
11/22/2019	11/25/2019	\$785.46	RIVERS	GALE	WKI	Employee/Witness Training and/or Travel
12/17/2019	12/18/2019	\$47.00	RIVERS	GALE	BLUBBAY OFFICE INC	Community Engagement
12/23/2019	12/24/2019	\$45.00	RIVERS	GALE	WASHINGTON COUNCIL OF	Employee/Witness Training and/or Travel
12/23/2019	12/24/2019	\$45.00	RIVERS	GALE	WASHINGTON COUNCIL OF	Employee/Witness Training and/or Travel
12/23/2019	12/24/2019	\$360.00	RIVERS	GALE	WASHINGTON COUNCIL OF	Employee/Witness Training and/or Travel
01/15/2020	01/16/2020	\$1,019.80	ROBINSON	TONIA	MGB REPORTING INC	Litigation Support
01/15/2020	01/17/2020	\$891.05	ROBINSON	TONIA	MAGNA LEGAL SERVICES	Litigation Support
01/17/2020	01/20/2020	\$578.00	ROBINSON	TONIA	HUSBRY LLC	Litigation Support
01/23/2020	01/24/2020	\$464.10	ROBINSON	TONIA	US LEGAL	Litigation Support
01/25/2020	01/27/2020	-\$891.05	ROBINSON	TONIA	DISPUTE CREDIT	Credit/Refund
01/28/2020	01/28/2020	\$891.05	ROBINSON	TONIA	DISPUTE REBILL	Magna Legal Services had previously charged taxes that was not on the previous
02/04/2020	02/05/2020	\$459.90	ROBINSON	TONIA	VERITEXT CORP	Litigation Support
03/03/2020	03/04/2020	\$968.45	ROBINSON	TONIA	AMAZON.COM*U22 7Y00Y3	Litigation Support
03/04/2020	03/05/2020	\$288.55	ROBINSON	TONIA	EXCELERATE DISCOVERY	Litigation Support
03/25/2020	03/26/2020	\$53.66	ROBINSON	TONIA	AMAZON.COM*RR9 7FAK13	Litigation Support

11/07/2019	11/08/2019	\$588.90	ROBINSON	TONIA	INT*IN *NATIONAL COURT	Litigation Support
11/08/2019	11/11/2019	\$330.00	ROBINSON	TONIA	US LEGAL	Litigation Support
11/08/2019	11/11/2019	\$645.60	ROBINSON	TONIA	US LEGAL	Litigation Support
12/11/2019	12/12/2019	\$402.20	ROBINSON	TONIA	INT*IN *PRECISE REPORT	Litigation Support
12/17/2019	12/18/2019	\$36.50	ROBINSON	TONIA	SO *SQ *CRYSTAL PILL GRI	Litigation Support
12/23/2019	12/24/2019	\$362.00	ROBINSON	TONIA	INT*IN *SUPRETECH, INC	Litigation Support
12/24/2019	12/26/2019	\$433.85	ROBINSON	TONIA	TRANSPERFECT	Litigation Support
12/24/2019	12/26/2019	\$804.65	ROBINSON	TONIA	TRANSPERFECT	Litigation Support
01/16/2020	01/17/2020	\$255.44	YATES	SHIRLEY	DOVER DOWNS GAMING ENT	Hotel accommodations for Child Support manager to attend the annual IV-D Directors meeting in Dover, DE
01/16/2020	01/17/2020	\$255.44	YATES	SHIRLEY	DOVER DOWNS GAMING ENT	Hotel accommodations for Child Support manager to attend the annual IV-D Directors meeting in Dover, DE
01/16/2020	01/17/2020	\$255.44	YATES	SHIRLEY	DOVER DOWNS GAMING ENT	Hotel accommodations for Child Support manager to attend the annual IV-D Directors meeting in Dover, DE
01/17/2020	01/20/2020	\$246.22	YATES	SHIRLEY	HOTELSCOM8168133750216	Employee/Witness Training and/or Travel
01/17/2020	01/20/2020	\$790.40	YATES	SHIRLEY	UNITED AIRLINES	Employee/Witness Training and/or Travel
01/23/2020	01/27/2020	\$150.93	YATES	SHIRLEY	WASHINGTON COURT HOTEL	Employee/Witness Training and/or Travel
01/27/2020	01/29/2020	\$4,320.00	YATES	SHIRLEY	NATIONAL CHILD SUP ENF	Employee/Witness Training and/or Travel
01/27/2020	01/29/2020	\$3,780.00	YATES	SHIRLEY	NATIONAL CHILD SUP ENF	Employee/Witness Training and/or Travel
02/05/2020	02/07/2020	-\$150.93	YATES	SHIRLEY	WASHINGTON COURT HOTEL	Credit/Refund

Response to Oversight Question							
FY 21 - 10/1/2020 - 2/1/2021							
Transaction Date	Post Date	Transaction Amount	Cardholder Last Name	Cardholder First Name	Merchant Name	General Purpose	
10/16/2020	10/19/2020	\$26.44	ANDREWS	RODNEY	AMZN MKTP US	IT Supplies/Equipment	
10/19/2020	10/19/2020	\$29.66	ANDREWS	RODNEY	AMZN MKTP US	IT Supplies/Equipment	
10/20/2020	10/21/2020	\$27.95	ANDREWS	RODNEY	AMZN MKTP US	IT Supplies/Equipment	
11/22/2020	11/23/2020	\$27.98	ANDREWS	RODNEY	AMZN MKTP US	IT Supplies/Equipment	
01/08/2021	01/11/2021	\$558.75	BLACK	PAULETTE	IN*TRIAL ADVOCACY	Employee/Witness Training and/or Travel	
10/19/2020	10/20/2020	\$149.00	BLACK	PAULETTE	DC BAR	Employee/Witness Training and/or Travel	
11/03/2020	11/04/2020	\$219.00	BLACK	PAULETTE	SOCIETYFORHU MANRESOURC	Human Resources Services/Support	
11/03/2020	11/04/2020	\$219.00	BLACK	PAULETTE	SOCIETYFORHU MANRESOURC	Human Resources Services/Support	
11/03/2020	11/04/2020	\$219.00	BLACK	PAULETTE	SOCIETYFORHU MANRESOURC	Human Resources Services/Support	
11/24/2020	11/25/2020	\$490.78	BLACK	PAULETTE	IN*AD BOX PROMO AGENC	Office Supplies/Support	
11/25/2020	11/27/2020	\$1,240.00	BLACK	PAULETTE	IN*AD BOX PROMO AGENC	Office Supplies/Support	
12/01/2020	12/02/2020	\$225.00	BLACK	PAULETTE	DYNAMICS AMS	Employee/Witness Training and/or Travel	

12/10/2020	12/11/2020	\$184.98	BLACK	PAULETTE	AMZN MKTP US	Litigation Support
12/18/2020	12/21/2020	\$228.00	BLACK	PAULETTE	IPMA-HR	Human Resources Services/Support
12/22/2020	12/23/2020	\$75.00	BLACK	PAULETTE	CHESAPEAKE HR ASSOCIAT	Human Resources Services/Support
01/11/2021	01/13/2021	\$143.00	BOYD	KHADIAH	METRO STAMP AND SEAL C	Office Supplies/Support
01/13/2021	01/14/2021	\$2,697.50	BOYD	KHADIAH	TOUCAN PRINTING &	Office Supplies/Support
01/27/2021	01/29/2021	\$1,743.00	BOYD	KHADIAH	NATIONAL CHILD SUP ENF	Employee/Witness Training and/or Travel
12/10/2020	12/17/2020	\$208.22	BOYD	KHADIAH	STANDARD OFFICE SUPPLY	Office Supplies/Support
01/11/2021	01/12/2021	\$30.00	COX	TIFFANY	E-OSCAR	Credit Check
01/25/2021	01/26/2021	\$9.86	COX	TIFFANY	EQUIFAX INC	Credit Check
10/28/2020	10/29/2020	\$30.00	COX	TIFFANY	E-OSCAR	Credit Check
11/10/2020	11/11/2020	\$4.93	COX	TIFFANY	EQUIFAX INC	Credit Check
12/02/2020	12/03/2020	\$2,378.80	COX	TIFFANY	CAPITAL SERVICES AND	Professional Services
12/10/2020	12/11/2020	\$10.79	COX	TIFFANY	EQUIFAX INC	Credit Check
01/07/2021	01/08/2021	\$1,204.87	DANDRIDGE	ADRIAN	EMERGENCY 911 SECURITY	Medical Accessories
10/15/2020	10/15/2020	-\$19.86	DANDRIDGE	ADRIAN	COMCAST	Credit/Refund
01/08/2021	01/11/2021	\$62.90	HOGAN	MARJORIE	CAPITAL SERVICES AND	Professional Services

10/01/2020	10/05/2020	\$1,200.96	HOGAN	MARJORIE	EPI-COLORSPACE	Office Supplies/Support
10/01/2020	10/05/2020	\$1,515.00	HOGAN	MARJORIE	EPI-COLORSPACE	Office Supplies/Support
10/06/2020	10/07/2020	\$4,560.00	HOGAN	MARJORIE	VERITAS CONSULTING	Office Supplies/Support
10/07/2020	10/07/2020	\$410.16	HOGAN	MARJORIE	WASHPOST	Human Resources Services/Support
10/08/2020	10/09/2020	\$30.00	HOGAN	MARJORIE	E-OSCAR	Credit Check
10/08/2020	10/12/2020	\$4,185.34	HOGAN	MARJORIE	TOTAL OFFICE PRODUCTS	Office Supplies/Support
10/13/2020	10/14/2020	\$20.05	HOGAN	MARJORIE	EQUIFAX INC	Credit Check
10/20/2020	10/21/2020	\$4,560.00	HOGAN	MARJORIE	IN*TRICORE SYSTEMS, L	Office Supplies/Support
10/20/2020	10/22/2020	-\$4,560.00	HOGAN	MARJORIE	VERITAS CONSULTING	Credit/Refund
12/03/2020	12/04/2020	\$4,560.00	HOGAN	MARJORIE	IN*TRICORE SYSTEMS, L	Office Supplies/Support
01/04/2021	01/05/2021	\$460.00	HUNGERFORD	JOAN	VERITEXT CORP	Litigation Support
01/08/2021	01/08/2021	\$275.00	HUNGERFORD	JOAN	NATIONAL HOUSING &	Litigation Support
01/15/2021	01/18/2021	\$200.00	HUNGERFORD	JOAN	COURTS/USDC-NY-S	Litigation Support
01/25/2021	01/26/2021	\$40.00	HUNGERFORD	JOAN	COURTS/USDC-PA-E-PG	Litigation Support
01/25/2021	01/26/2021	\$40.00	HUNGERFORD	JOAN	COURTS/USDC-PA-E-PG	Litigation Support
01/25/2021	01/26/2021	\$33.00	HUNGERFORD	JOAN	COURTCALL *11008326	Litigation Support

01/29/2021	01/29/2021	-\$40.00	HUNGERFORD	JOAN	DISPUTE CREDIT	Credit/Refund
10/23/2020	10/26/2020	\$1,880.00	HUNGERFORD	JOAN	IWP NEWSLETTERS	Litigation Support
10/28/2020	10/29/2020	\$103.00	HUNGERFORD	JOAN	TRUEFILING COURT FEES	Litigation Support
10/28/2020	10/29/2020	\$206.00	HUNGERFORD	JOAN	TRUEFILING COURT FEES	Litigation Support
10/30/2020	11/02/2020	\$77.25	HUNGERFORD	JOAN	TRUEFILING COURT FEES	Litigation Support
10/30/2020	11/02/2020	\$154.50	HUNGERFORD	JOAN	TRUEFILING COURT FEES	Litigation Support
11/24/2020	11/25/2020	\$40.00	HUNGERFORD	JOAN	SP * ELEX PUBLISHERS	Litigation Support
11/24/2020	11/25/2020	\$25.00	HUNGERFORD	JOAN	DC BAR	Litigation Support
11/25/2020	11/25/2020	\$1,480.00	HUNGERFORD	JOAN	NAT L CONSUMER	Litigation Support
12/02/2020	12/04/2020	\$386.25	HUNGERFORD	JOAN	PLANET DEPOS	Litigation Support
12/05/2020	12/07/2020	-\$46.35	HUNGERFORD	JOAN	PLANET DEPOS	Credit/Refund
12/16/2020	12/17/2020	\$40.00	HUNGERFORD	JOAN	CHOICE LEGAL INC	Litigation Support
12/22/2020	12/23/2020	\$27.75	HUNGERFORD	JOAN	COURTCALL *11011159	Litigation Support
12/29/2020	12/30/2020	\$1,957.80	HUNGERFORD	JOAN	VERITEXT CORP	Litigation Support
01/15/2021	01/18/2021	\$310.25	JACKSON	ROSEMARY	SQ *JEFF HOOK, CSR, RP	Litigation Support
01/28/2021	01/29/2021	\$350.00	PETERS	PAULA	COURTS/USBC- AR-EW	Membership

10/26/2020	10/27/2020	\$40.98	PETERS	PAULA	AMZN MKTP US	IT Supplies/Equipment
12/10/2020	12/11/2020	\$7.99	PETERS	PAULA	AMZN MKTP US	IT Supplies/Equipment
12/15/2020	12/16/2020	\$33.00	PETERS	PAULA	COURTCALL *11005020	Litigation Support
12/18/2020	12/21/2020	\$39.98	PETERS	PAULA	AMZN MKTP US	IT Supplies/Equipment
12/22/2020	12/23/2020	\$27.75	PETERS	PAULA	COURTCALL *11011088	Litigation Support
10/14/2020	10/15/2020	\$98.10	RIVERS	GALE	SQ *CRYSTAL PILGRIM	Litigation Support
10/20/2020	10/21/2020	\$50.00	ROBINSON	TONIA	NASBE CONFERENCE	Employee/Witness Training and/or Travel
10/21/2020	10/21/2020	\$905.00	ROBINSON	TONIA	STATE BAR TX- DUES-WEB	Litigation Support
11/10/2020	11/11/2020	\$838.06	ROBINSON	TONIA	US LEGAL	Litigation Support
11/10/2020	11/11/2020	\$268.18	ROBINSON	TONIA	US LEGAL	Litigation Support
11/17/2020	11/18/2020	\$341.00	ROBINSON	TONIA	IN *SUPPRETECH, INC.	IT Supplies/Equipment

P20 OAG PROCUREMENTS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Contract Number	Order ID	Contracting Party	Name of Contract	FY20 Budgeted Amount	FY21 Actual Dollars	Contract Term Begins	Contract Term Ends	Completion/ Bid	Contract Monitor	Bid Results	Funding Source						
1	CONTRACT NUMBER	ORDER ID	CONTRACTING PARTY	NAME OF CONTRACT	FY20 BUDGETED AMOUNT	FY21 ACTUAL DOLLARS	CONTRACT TERM BEGINS	CONTRACT TERM ENDS	COMPLETION/ BID	CONTRACT MONITOR	BID RESULTS	FUNDING SOURCE					
298	N/A	PO614211-V2	GRAC CONSULTING, LLC	RESEARCH AND EVALUATION OF THE 2018-2020 FEDERAL BUDGET	\$6,100.00	\$6,100.00	9/28/20	9/30/20	No	Emma Spina	Closed	0616 - ILLIGATIONS SUPPORT FUND					
299	N/A	PO614471-V2	GRAC CONSULTING, LLC	CONDUCTING A MARKET ANALYSIS OF THE 2018-2020 FEDERAL BUDGET	\$6,100.00	\$6,100.00	9/28/20	9/30/20	No	Katherine Moore	Closed	0616 - ILLIGATIONS SUPPORT FUND					
300	N/A	PO615766-V2	GRAC CONSULTING, LLC	RESEARCH AND EVALUATION OF THE 2018-2020 FEDERAL BUDGET	\$6,100.00	\$6,100.00	9/28/20	9/30/20	No	Patricia Roundtree	Closed	0616 - ILLIGATIONS SUPPORT FUND					
301	N/A	PO614411-V2	GRAC CONSULTING, LLC	RESEARCH AND EVALUATION OF THE 2018-2020 FEDERAL BUDGET	\$6,100.00	\$6,300.00	7/27/20	9/30/20	No	Cherie Goughlin	Closed	0616 - ILLIGATIONS SUPPORT FUND					
302	N/A	PO617373-V2	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$6,100.00	\$6,100.00	2/11/20	9/30/20	No	Jan Christie	Closed	0616 - ILLIGATIONS SUPPORT FUND					
303	N/A	PO617692	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$3,700.00	\$3,700.00	12/6/19	9/30/20	No	Christopher Sousa	Closed	0616 - ILLIGATIONS SUPPORT FUND					
304	N/A	PO618987	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$8,000.00	\$7,860.00	12/6/19	9/30/20	No	William Young	Closed	0616 - ILLIGATIONS SUPPORT FUND					
305	N/A	PO618189-V2	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$8,100.00	\$8,100.00	7/27/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND					
306	N/A	PO613199-V2	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$4,600.00	\$4,600.00	7/27/20	9/30/20	No	Cherie Goughlin	Closed	0616 - ILLIGATIONS SUPPORT FUND					
307	N/A	PO612981	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$5,100.00	\$5,100.00	2/18/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND					
308	N/A	PO620292	GRAC CONSULTING, LLC	GRAC CONSULTING TAKING CARE OF THE 2018-2020 FEDERAL BUDGET	\$2,000.00	\$2,000.00	8/21/20	9/30/20	No	Terri Wright	Closed	0616 - ILLIGATIONS SUPPORT FUND					
309	DCR2020-04-0514	PO625160	G L AND UIRCKING INC.	FY20 Uniforms - Value S&P FY20-02	\$10,000.00	\$9,664.20	6/11/20	9/30/20	No	Niki Turner	Closed	0100 - LOCAL FUNDS					
310	DCR2020-04-0514	PO620091-V2	G L AND UIRCKING INC.	FY20 Uniforms - Value S&P FY20-02	\$8,800.00	\$8,800.00	7/20/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND					
311	N/A	PO621304	GRANMANA UTI COMM LLC	RFD for Grant Subscriptions and Program Fee	\$4,000.00	\$4,000.00	2/26/20	9/30/20	No	Lafayette Hampton	Closed	0100 - LOCAL FUNDS					
312	N/A	PO629427	GRIGORY EDWARDS LLC	CLD-FY20-02-Georgia Edward Cr. - Maureen Hill 2018-CA-2541 B - Katrina Semaan	\$3,959.80	\$3,959.80	9/24/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND					
313	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
314	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
315	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
316	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
317	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
318	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
319	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
320	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
321	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
322	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
323	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
324	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
325	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
326	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
327	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
328	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
329	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
330	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
331	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
332	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
333	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
334	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
335	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
336	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
337	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
338	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
339	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
340	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
341	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
342	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
343	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
344	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						
345	DCR2020-F-0019	HANGRID LLP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation	WTESS5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	(Contingency fee (no government funds))						

P20 OAG PROCUREMENTS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Contract Number	Order ID	Contracting Party	Name of Contract	PT20 Budgeted Amount	PT20 Actual Dollars Spent	Contract Term Begins	Contract Term Expires	Completion %	Contract Manager	and Results	Funding Source						
341	C3359-V4	MESI INC	NUMBER OF CONTRACTS	\$38,299.00	\$2,000.00	9/28/20	9/30/20	No	Kristin Sarti	Closed	0616 - LITIGATIONS SUPPORT FUND						
348	C3356-V4	MESI INC	PT20 OAG IFR20-24 OAG IT Support Protection and Cable	\$2,200.00	\$2,000.00	9/28/20	9/30/20	No	Christopher Torres	Closed	0616 - LITIGATIONS SUPPORT FUND						
349	C3356-V4	MESI INC	PT20 OAG IFR20-25 OAG CISO VOP 88415 -M&P Print and Accessories	\$60,980.00	\$60,980.00	9/28/20	9/30/20	No	Christopher Torres	Closed	0616 - LITIGATIONS SUPPORT FUND						
350	C3356-V4	MESI INC	PT20 OAG IFR20-24 M&P Hardware	\$4,121.48	\$4,121.48	9/28/20	9/30/20	No	Christopher Torres	Closed	0616 - LITIGATIONS SUPPORT FUND						
351	C3356-V4	MESI INC	PT20 OAG IFR20-24 M&P Software	\$8,371.80	\$8,371.80	9/28/20	9/30/20	No	Andrew Brown	Closed	0616 - LITIGATIONS SUPPORT FUND 0100 - LOCAL FUNDS						
352	DCEB-2019-H-0007	MANRC	PT20 OAG IFR20-24 M&P Software	\$1,206,611.16	\$1,259,401.12	9/23/20	9/30/20	Yes	Allen James	Closed	8450 - PRIVATE DONATIONS 0100 - LOCAL FUNDS						
353	N/A	MANR SHUKER	PT20 OAG IFR20-24 M&P Software	\$5,225.00	\$5,225.00	9/28/20	9/30/20	No	Cherie Goughin	Closed	0616 - LITIGATIONS SUPPORT FUND						
354	N/A	NATIONAL LAW CENTER FOR THE ELDERLY	HR-PT20 OAG IFR20-24 M&P Software	\$800.00	\$727.80	8/5/20	9/30/20	No	Paulette Beck	Closed	0616 - LITIGATIONS SUPPORT FUND						
355	DCEB-2019-C-0017	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$47,208.25	\$47,208.25	9/28/20	9/30/20	No	Ben Wiseman	Closed	0616 - LITIGATIONS SUPPORT FUND						
357	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$7,500.00	\$0.00	1/29/20	9/30/20	No	Tiffany Cox	Closed	8200 - FEDERAL GRANTS 0100 - LOCAL FUNDS						
358	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$9,052.60	\$5,772.60	10/2/19	9/30/20	No	M. Miller	Closed	0616 - LITIGATIONS SUPPORT FUND						
359	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$4,105.85	\$4,105.85	10/2/19	9/30/20	No	Andrew Gennetale	Closed	1442 - RISK MANAGEMENT LEGAL COUNSEL						
360	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,425.25	\$1,445.25	10/2/19	9/30/20	No	Ryan Davidson	Closed	0300 - LOCAL FUNDS						
361	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,447.75	\$5,647.75	9/23/20	9/30/20	No	Steven Rubenstein	Closed	0616 - LITIGATIONS SUPPORT FUND						
362	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$4,999.90	\$3,715.15	10/2/19	9/30/20	No	Emma Lomax	Closed	0616 - LITIGATIONS SUPPORT FUND						
363	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$7,566.85	\$7,566.85	10/2/19	9/30/20	No	Patricia Houtreer	Closed	0616 - LITIGATIONS SUPPORT FUND						
364	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,528.45	\$3,528.45	7/22/20	9/30/20	No	M. Hersh	Closed	0100 - LOCAL FUNDS						
365	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,453.85	\$1,453.85	9/28/20	9/30/20	No	Amel Cypriak	Closed	0616 - LITIGATIONS SUPPORT FUND						
366	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,733.75	\$1,733.75	7/22/20	9/30/20	No	R. Debernardinis	Closed	0616 - LITIGATIONS SUPPORT FUND 0100 - LOCAL FUNDS						
367	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$859.25	\$859.25	11/7/19	9/30/20	No	Laura Fitzhugh	Closed	0616 - LITIGATIONS SUPPORT FUND						
368	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,458.45	\$3,458.45	9/28/20	9/30/20	No	Katherine Moore	Closed	0616 - LITIGATIONS SUPPORT FUND						
369	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,314.60	\$3,314.60	9/28/20	9/30/20	No	Ashly Bryant	Closed	0616 - LITIGATIONS SUPPORT FUND						
370	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$7,004.00	\$7,004.00	9/28/20	9/30/20	No	Cherie Goughin	Closed	0616 - LITIGATIONS SUPPORT FUND						
371	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,425.40	\$3,625.40	7/22/20	9/30/20	No	C. Spender	Closed	0616 - LITIGATIONS SUPPORT FUND 0100 - LOCAL FUNDS						
372	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,536.00	\$3,536.00	7/22/20	9/30/20	No	Ashly Bryant	Closed	0616 - LITIGATIONS SUPPORT FUND 0100 - LOCAL FUNDS						
373	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,829.20	\$1,829.20	7/22/20	9/30/20	No	A. S. Saper	Closed	0100 - LOCAL FUNDS						
374	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$7,555.00	\$7,555.00	9/28/20	9/30/20	No	Samir Gergel	Closed	0616 - LITIGATIONS SUPPORT FUND						
375	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,311.05	\$1,311.05	7/9/20	9/30/20	No	Ben Wiseman	Closed	0616 - LITIGATIONS SUPPORT FUND						
376	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,320.50	\$1,320.50	9/28/20	9/30/20	No	Luphard Maltke	Closed	0616 - LITIGATIONS SUPPORT FUND						
377	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,613.30	\$1,613.30	9/23/20	9/30/20	No	Aaron Trimbouren	Closed	0616 - LITIGATIONS SUPPORT FUND						
378	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,215.30	\$3,215.30	1/6/20	9/30/20	No	Amy Kappeler	Closed	0616 - LITIGATIONS SUPPORT FUND						
379	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$997.50	\$997.50	1/20/20	9/30/20	No	Laura Fitzhugh	Closed	0616 - LITIGATIONS SUPPORT FUND						
380	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$5,299.95	\$4,917.20	10/9/19	9/30/20	No	John Burris	Closed	0616 - LITIGATIONS SUPPORT FUND						
381	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$5,299.95	\$4,469.80	10/9/19	9/30/20	No	Danielle Kirt Prober	Closed	0616 - LITIGATIONS SUPPORT FUND						
382	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$5,299.95	\$884.75	10/9/19	9/30/20	No	Philip Midley	Closed	0616 - LITIGATIONS SUPPORT FUND						
383	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$429.20	\$429.20	10/9/19	9/30/20	No	Luphard Maltke	Closed	0616 - LITIGATIONS SUPPORT FUND						
384	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$5,299.95	\$2,869.95	10/9/19	9/30/20	No	Martha Malien	Closed	0616 - LITIGATIONS SUPPORT FUND						
385	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,664.85	\$1,664.85	9/23/20	9/30/20	No	Dickerson M. Kelly	Closed	0616 - LITIGATIONS SUPPORT FUND						
386	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,299.95	\$1,115.10	10/9/19	9/30/20	No	David Jackson	Closed	0616 - LITIGATIONS SUPPORT FUND						
387	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$1,556.15	\$1,556.15	9/28/20	9/30/20	No	Portia Bourne	Closed	0616 - LITIGATIONS SUPPORT FUND						
388	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$2,069.00	\$2,069.00	7/20/20	9/30/20	No	Monique Gudge	Closed	0616 - LITIGATIONS SUPPORT FUND						
389	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$4,342.25	\$4,342.25	9/25/20	9/30/20	No	L. L. Lohrke	Closed	0616 - LITIGATIONS SUPPORT FUND 0100 - LOCAL FUNDS						
390	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$5,186.85	\$5,186.85	9/21/20	9/30/20	No	Franci Johnson	Closed	0616 - LITIGATIONS SUPPORT FUND						
391	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$597.05	\$597.05	1/26/20	9/30/20	No	Andrew Gonzalez	Closed	0616 - LITIGATIONS SUPPORT FUND						
392	N/A	NATIONAL FARM HOUSING ALLIANCE	PT20 OAG IFR20-24 M&P Software	\$3,441.75	\$3,441.75	7/22/20	9/30/20	No	Angela M. Giddens	Closed	0616 - LITIGATIONS SUPPORT FUND						

P20 OAG PROCUREMENTS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Contract Number	Order ID	Contracting Party	Name of Contract	PI20 Budget	PI20 Actual	Contract Term	Contract Start	Contract End	Completion %	Contract Monitor	and Results	Funding Source					
1	DCR2019-C-0015	Contracting Party: Ramesh Kumar & Sonant LLP (Jeff Gendreau, Benjamin Bortolin, LLP, SivaramanThompson Sulekha & White LLC, and Bertoni Law Group P.L.C.	Number of Contract: RAMESH KUMAR & SONANT LLP (Jeff Gendreau)	\$1,233,000.00	\$0	6/28/19	10/24/19	No	Jimmy Rock	Rescinded	Federal Grants (no government funds)						
528	PO621973-V2	ROBERT L GODDARD JR	ROBERT L GODDARD JR - TRAIK-COLES-GRIN	\$4,500.00	\$4,500.00	7/23/20	9/30/20	No	Cherie Goughlin	Closed	0616 - ILLIGATIONS SUPPORT FUND						
529	PO621981-V2	ROBSON FORENSIC INC	2019-CA-613 - Charles Goughlin	\$10,999.40	\$10,999.40	7/20/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND						
530	PO621984-V2	Roger Gutman	PO621984-V2 - Gutman expert	\$48,400.00	\$48,400.00	9/22/20	9/30/20	No	Brian Caldwell	Closed	0616 - ILLIGATIONS SUPPORT FUND						
531	PO621987-V2	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$6,500.00	\$6,500.00	10/6/19	9/30/20	No	Martin Malien	Closed	0616 - ILLIGATIONS SUPPORT FUND						
532	PO621991-V2	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$6,600.00	\$6,600.00	9/30/20	9/30/20	No	Tyghman	Closed	0616 - ILLIGATIONS SUPPORT FUND						
533	PO621994	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,500.00	\$1,500.00	1/21/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND						
534	PO621996-V2	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$4,256.00	\$4,256.00	8/5/20	9/30/20	No	Cherie Hamilton	Closed	0616 - ILLIGATIONS SUPPORT FUND						
535	PO621997	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$20,740.00	\$20,740.00	3/11/20	9/30/20	No	Athna Geddes	Closed	0616 - ILLIGATIONS SUPPORT FUND						
536	PO621998	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$37,957.00	\$37,957.00	8/6/20	9/30/20	No	Athna Geddes	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
537	PO621999	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$40,990.34	\$40,990.34	11/26/19	9/30/20	No	Athna Geddes	Closed	0616 - ILLIGATIONS SUPPORT FUND						
538	PO622000	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$41,842.40	\$41,842.40	11/24/19	9/30/20	No	William Burk	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
539	PO622001	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$0.00	\$0.00	7/24/19	7/23/20	No	Jimmy Rock	Open	Contingency fee for government funds						
540	PO622002	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$0.00	\$0.00	11/4/19	9/30/20	No	A. Zippoli	Closed	0616 - ILLIGATIONS SUPPORT FUND						
541	PO622003	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$7,999.00	\$7,999.00	12/5/19	9/30/20	No	Ajit Nar	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
542	PO622004	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$6,904.20	\$6,904.20	9/28/20	9/30/20	No	Christopher Doyle	Closed	0616 - ILLIGATIONS SUPPORT FUND						
543	PO622005	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$20,968.20	\$20,968.20	9/28/20	9/30/20	No	Christopher Toles	Closed	0616 - ILLIGATIONS SUPPORT FUND						
544	PO622006	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$30,900.00	\$30,900.00	9/28/20	9/30/20	No	Christopher Toles	Closed	8200 - FEDERAL GRANTS, 0693 - CHILD SPRT - TANF/PART COLLECTIONS						
545	PO622007	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$20,886.06	\$20,886.06	7/29/20	9/30/20	No	Niki Turner	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
546	PO622008	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$3,222.25	\$3,222.25	6/17/20	9/30/20	No	Niki Turner	Closed	0616 - ILLIGATIONS SUPPORT FUND						
547	PO622009	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$15,221.25	\$15,221.25	6/17/20	9/30/20	No	Tiffany Cox	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
548	PO622010	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$16,600.00	\$16,600.00	6/4/20	9/30/20	No	Tiffany Cox	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
549	PO622011	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$9,851.00	\$9,851.00	7/20/20	9/30/20	No	Quinn Jackson	Closed	0616 - ILLIGATIONS SUPPORT FUND						
550	PO622012	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$18,449.00	\$18,449.00	12/21/19	9/30/20	No	Leah Rabe	Closed	0616 - ILLIGATIONS SUPPORT FUND						
551	PO622013	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$10,115.00	\$10,115.00	7/20/20	9/30/20	No	Sandra Proctor	Closed	0616 - ILLIGATIONS SUPPORT FUND						
552	PO622014	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$15,000.00	\$15,000.00	6/22/20	9/30/20	No	Teri Wright	Closed	0616 - ILLIGATIONS SUPPORT FUND						
553	PO622015	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$3,150.00	\$3,150.00	6/29/20	9/30/20	No	Athna Geddes	Closed	0616 - ILLIGATIONS SUPPORT FUND						
554	PO622016	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,240,891.05	\$1,240,891.05	10/15/19	9/30/20	No	Richard Cooper	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
555	PO622017	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,390,000.00	\$1,397,629.00	3/9/20	9/30/20	No	Tiffany Cox	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
556	PO622018	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$7,000.00	\$480.00	3/12/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND						
557	PO622019	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,175.50	\$1,175.50	2/14/20	9/30/20	No	Audrey Brown	Closed	0100 - LOCAL FUNDS						
558	PO622020	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$3,587.50	\$3,587.50	7/27/20	9/30/20	No	Margaret Thomas	Closed	0616 - ILLIGATIONS SUPPORT FUND						
559	PO622021	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$44,000.00	\$14,460.00	5/22/20	9/30/20	No	Patricia Black	Closed	0616 - ILLIGATIONS SUPPORT FUND						
560	PO622022	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$137,121.00	\$139,121.00	8/14/20	9/30/20	No	Christopher Toles	Closed	0616 - ILLIGATIONS SUPPORT FUND, 0100 - LOCAL FUNDS						
561	PO622023	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$28,864.51	\$0.00	12/21/19	9/30/20	No	William Burk	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
562	PO622024	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$4,200.00	\$0.00	6/15/20	9/30/20	No	Teri Wright	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
563	PO622025	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$4,200.00	\$0.00	6/15/20	9/30/20	No	Teri Wright	Incomplete (Continued)	0616 - ILLIGATIONS SUPPORT FUND						
564	PO622026	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,887.40	\$1,887.40	6/20/20	9/30/20	No	Niki Turner	Closed	0616 - ILLIGATIONS SUPPORT FUND						
565	PO622027	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$7,256.15	\$7,256.15	3/14/20	9/30/20	No	Khadiah Boyd	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
566	PO622028	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$13,888.75	\$13,888.75	7/27/20	9/30/20	No	Melissa Cox	Closed	0616 - ILLIGATIONS SUPPORT FUND						
567	PO622029	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$19,800.00	\$19,800.00	9/9/20	9/30/20	No	Tiffany Cox	Closed	8200 - FEDERAL GRANTS, 0693 - CHILD SPRT - TANF/PART COLLECTIONS						
568	PO622030	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$6,825.00	\$6,825.00	7/15/20	9/30/20	No	Brian Caldwell	Closed	0616 - ILLIGATIONS SUPPORT FUND						
569	PO622031	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$12,993.75	\$12,993.75	9/23/20	9/30/20	No	Aaron Harkness	Closed	0616 - ILLIGATIONS SUPPORT FUND						
570	PO622032	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$21,900.00	\$21,900.00	8/10/20	9/30/20	No	Conrad Fisher	Closed	0616 - ILLIGATIONS SUPPORT FUND						
571	PO622033	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$15,750.00	\$15,750.00	10/21/19	9/30/20	No	Benjamin Bryant	Closed	0616 - ILLIGATIONS SUPPORT FUND						
572	PO622034	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$15,750.00	\$15,750.00	10/21/19	9/30/20	No	Benjamin Bryant	Closed	0616 - ILLIGATIONS SUPPORT FUND						
573	PO622035	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,280.00	\$1,280.00	12/24/19	9/30/20	No	Ajit Nar	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						
574	PO622036	ROTTMUNDY GRAYETTE	ROTTMUNDY GRAYETTE CONSULTING LLC, MARILYN J. MULLER, P20	\$1,280.00	\$1,280.00	12/24/19	9/30/20	No	Ajit Nar	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS						

P20 OAG PROCUREMENTS

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Contract Number	Order ID	Contracting Party	Number of Contract	FY20 Budgeted Amount	FY20 Actual Dollars Spent	Contract Term Months	Contract Term Start	Contract Term End	Competitive Bid	Contract Monitor	Lead Status	Funding Source					
1																	
576	P061992	WASHINGTON PSYCHOLOGICAL CENTER	PSYCHOLOGICAL CENTER	\$30,000.00	\$1,250.00	10/1/19	9/30/20	9/30/20	No	Patricia	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS					
576	P061992	WASHINGTON PSYCHOLOGICAL CENTER	PSYCHOLOGICAL CENTER	\$1,250.00	\$1,250.00	7/6/19	9/30/20	9/30/20	No	Leland Malzac	Closed	061E - LITIGATIONS,SUPPORT FUND					
577	P0612024-02	WEST PUBLISHING CORP	WEST PUBLISHING CORP	\$75,672.88	\$75,467.88	11/4/19	9/30/20	9/30/20	No	Timmy Cao	Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS					
577	P0612024-02	WEST PUBLISHING CORP	WEST PUBLISHING CORP	\$3,500.00	\$3,460.00	9/23/20	9/30/20	9/30/20	No	Nadine Wilburton	Closed	061E - LITIGATIONS,SUPPORT FUND					
578	P0612029	WEST PUBLISHING CORP	WEST PUBLISHING CORP	\$26,880.00	\$26,880.00	10/1/19	9/30/20	9/30/20	No	Nadine Wilburton	Closed	061E - LITIGATIONS,SUPPORT FUND					
579	P0615833	WEST PUBLISHING CORP	WEST PUBLISHING CORP	\$8,544.90	\$8,544.90	11/8/19	9/30/20	9/30/20	No	Nadine Wilburton	Closed	0100 - LOCAL FUNDS					
580	P0617091	WINTHE VALLEY COX AND MORGAN	WINTHE VALLEY COX AND MORGAN	\$18,615.20	\$1,375.00	11/25/19	9/30/20	9/30/20	No	William Burk	Closed	061E - LITIGATIONS,SUPPORT FUND					
581	P0617201	WILLIAM S. HERNDON CLINIC	WILLIAM S. HERNDON CLINIC	\$4,445.00	\$1,445.00	12/5/19	9/30/20	9/30/20	No	Pauline Burk	Closed	0100 - LOCAL FUNDS					
582	P0618415	WILLIAM X. HERNDON, INC.	WILLIAM X. HERNDON, INC.	\$3,000.00	\$5,000.00	12/17/19	9/30/20	9/30/20	No	William Edward	Closed	0100 - LOCAL FUNDS					
583	P0618013	VOUHN FAMILIUS IN CHRIS	VOUHN FAMILIUS IN CHRIS	\$57,160.20	\$57,160.20	11/12/19	9/30/20	9/30/20	No	Allen James	Closed	061E - LITIGATIONS,SUPPORT FUND					
584	P0615051	ZE SOLUTIONS LLC	ZE SOLUTIONS LLC	\$9,975.00	\$9,975.00	10/29/19	9/30/20	9/30/20	No	Christopher Torres	Closed	0100 - LOCAL FUNDS					
585	P0623204	ZE SOLUTIONS LLC	ZE SOLUTIONS LLC	\$98,752.32	\$98,752.32	6/2/20	9/30/20	9/30/20	No	Christopher Torres	Closed	061E - LITIGATIONS,SUPPORT FUND					

FY21 OAG PROCUREMENTS (thru January 23, 2021)

A	B	C	D	E	F	G	H	I	J	K	L
Contract #	Order ID	Contracting Party	Nature of Contract	FY21 Budgeted Amount	Actual FY21 Expended	Contract Term BGENS	Contract Term ENDS	Competitive /y Bid	Contact Monitor	and Results	Funding Source
1	N/A	DC COURTS	DC Courts Transcript	\$109,08	\$109,08	11/10/20	9/30/21	No	Jeffrey Cargill	-Open/in progress	0616 - LITIGATION SUPPORT FUND
66	PO635016	DC COURTS	DC Courts Transcript	\$21,60	\$21,60	11/12/20	9/30/21	No	Jamie Sheppard	-Open/in progress	0616 - LITIGATION SUPPORT FUND
67	PO635236	DC COURTS	DC Courts Transcript	\$504,70	\$0,00	11/16/20	9/30/21	No	Lindsay Marks	-Open/in progress	0616 - LITIGATION SUPPORT FUND
68	PO635427	DC COURTS	DC Courts Transcript	\$58,50	\$0,00	11/19/20	9/30/21	No	Argonima Weatherington	-Open/in progress	0616 - LITIGATION SUPPORT FUND
69	PO635676	DC COURTS	DC Court Transcript	\$288,30	\$0,00	11/23/20	9/30/21	No	Scott Leighton	-Open/in progress	0616 - LITIGATION SUPPORT FUND
70	PO635709-V2	DC COURTS	DC Courts Transcript	\$290,88	\$290,88	12/17/20	9/30/21	No	Stephanie Bagle	-Open/in progress	0616 - LITIGATION SUPPORT FUND
71	PO636268	DC COURTS	DC Courts Transcript	\$236,90	\$0,00	12/21/20	9/30/21	No	Gary Tan	-Open/in progress	0616 - LITIGATION SUPPORT FUND
72	PO636270	DC COURTS	DC Courts Transcript	\$146,70	\$146,70	12/22/20	9/30/21	No	Kristen Woods	-Open/in progress	0616 - LITIGATION SUPPORT FUND
73	PO636320	DC COURTS	DC Courts Transcript	\$551,05	\$0,00	12/3/20	9/30/21	No	Monique Guider	-Open/in progress	0616 - LITIGATION SUPPORT FUND
74	PO636594	DC COURTS	DC Courts Transcript	\$72,72	\$0,00	12/17/20	9/30/21	No	Asha Bryant	-Open/in progress	0616 - LITIGATION SUPPORT FUND
75	PO636595	DC COURTS	DC Courts Transcript	\$138,70	\$0,00	12/17/20	9/30/21	No	Aaron Finkhousen	-Open/in progress	0616 - LITIGATION SUPPORT FUND
76	PO636596	DC COURTS	DC Courts Transcript	\$120,45	\$0,00	12/17/20	9/30/21	No	Aaron Finkhousen	-Open/in progress	0616 - LITIGATION SUPPORT FUND
77	PO636913-V2	DC COURTS	DC Courts Transcript	\$14,60	\$0,00	12/28/20	9/30/21	No	John Martorano	-Open/in progress	0616 - LITIGATION SUPPORT FUND
78	PO636914-V2	DC COURTS	DC Courts Transcript	\$83,95	\$0,00	12/28/20	9/30/21	No	John Martorano	-Open/in progress	0616 - LITIGATION SUPPORT FUND
79	PO637155	DC COURTS	DC Courts Transcript	\$19,80	\$19,80	12/15/20	9/30/21	No	Jamie Sheppard	-Open/in progress	0616 - LITIGATION SUPPORT FUND
80	PO637157	DC COURTS	DC Courts Transcript	\$5,40	\$5,40	12/15/20	9/30/21	No	Jamie Sheppard	-Open/in progress	0616 - LITIGATION SUPPORT FUND
81	PO637870	DC COURTS	DC Courts Transcript	\$467,20	\$0,00	12/28/20	9/30/21	No	Gary Tan	-Open/in progress	0616 - LITIGATION SUPPORT FUND
82	PO638089	DC COURTS	DC Courts Transcript	\$131,40	\$0,00	1/5/21	9/30/21	No	Pamela Sorcini	-Open/in progress	0616 - LITIGATION SUPPORT FUND
83	PO638185-V2	DC COURTS	DC Courts Transcript	\$267,80	\$0,00	1/11/21	9/30/21	No	Andrew Sandon	-Open/in progress	0616 - LITIGATION SUPPORT FUND
84	PO638201	DC COURTS	DC Courts Transcript	\$238,50	\$238,50	1/6/21	9/30/21	No	Stefanie Blank	-Open/in progress	0616 - LITIGATION SUPPORT FUND
85	PO638554	DC COURTS	DC Courts Transcript	\$309,06	\$0,00	1/15/21	9/30/21	No	John Barido	-Open/in progress	0616 - LITIGATION SUPPORT FUND
86	PO638636	DC COURTS	DC Courts Transcript	\$187,86	\$0,00	1/19/21	9/30/21	No	Erika Clark	-Open/in progress	0616 - LITIGATION SUPPORT FUND
87	PO638671	DC COURTS	DC Courts Transcript	\$521,16	\$0,00	1/21/21	9/30/21	No	Michael Blumling	-Open/in progress	0616 - LITIGATION SUPPORT FUND
88	PO638737	DC COURTS	DC Courts Transcript	\$219,00	\$0,00	1/21/21	9/30/21	No	Megan Browder	-Open/in progress	0616 - LITIGATION SUPPORT FUND
89	PO630711	DELORTE CONSULTING LLP	FY21 OAG/CSSD Business Process Re-engineering (OY) Oct. 1, 2020 - Mar. 31, 2021	\$331,089,00	\$90,585,58	10/1/20	3/31/21	No	Sophia Tricer	-Open/in progress	8200 - FEDERAL GRANTS, 0603 - CHILD SPT - TANF/ADC COLLECTIONS FUND
90	PO633490	DIACCIO GILMAN AND COMPANY LLP	Expert Witness	\$27,000,00	\$0,00	10/23/20	9/30/21	No	Jennifer Jones	-Open/in progress	0616 - LITIGATION SUPPORT FUND
91	PO630937	DNA DIAGNOSTICS CENTER INC	FY21 OAG/CSSD Genetic Testing (DDC) thru 9/30/21 OY1	\$10,094,00	\$2,891,00	10/1/20	9/30/21	No	Tiffany Cox	-Closed	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS
92	PO636043	DNA DIAGNOSTICS CENTER INC	FY21 OAG/CSSD Genetic Testing (DDC) OY1 (12/1/20 - 9/30/21)	\$65,300,00	\$1,250,00	12/1/20	9/30/21	No	Tiffany Cox	-Open/in progress	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS
93	PO637159	DHS, FALK AND YARIMPA, A.	Expert Witness	\$3,150,00	\$0,00	12/15/20	9/30/21	No	Charles Goughlin	-Open/in progress	0616 - LITIGATION SUPPORT FUND
94	PO637159	Edelson, PC	OUTSIDE LEGAL COUNSEL - e-CIGARETTE (UUL) Litigation (Contingency Fee)	NTE \$55 Million	0	5/15/20	5/1/25	No	Jimmy Rock	-Open	Contingency Fee/In Government Funds)
95	PO631247	Edelson, PC	OUTSIDE LEGAL COUNSEL - Facebook Litigation (Contingency Fee)	NTE \$55 Million	0	7/31/20	7/30/25	No	Jimmy Rock	-Open	Contingency Fee/In Government Funds)
96	PO631899-V2	EDGEWORTH ECONOMICS LLC	Expert Witness	\$4,995,00	\$0,00	10/1/20	9/30/21	No	Graham Lake	-Open/in progress	0616 - LITIGATION SUPPORT FUND
97	PO631526	FATHER FACTOR INC.	Expert Witness	\$1,150,00	\$4,070,00	12/14/20	9/30/21	No	William Burke	-Open/in progress	0616 - LITIGATION SUPPORT FUND
98	PO633491	FILE & SERVICEPRESS, LLC	File & Servicepress LLC On-Hing Legal Filing	\$1,508,31	\$0,00	10/23/20	9/30/21	No	Andres Comeniale	-Open/in progress	0616 - LITIGATION SUPPORT FUND

FY21 OAG PROCUREMENTS (thru January 23, 2021)

A	B	C	D	E	F	G	H	I	J	K	L
Contract #	Order ID	Contracting Party	Nature of Contract	FY21 Budgeted Amount	Actual FY21 Expended	Contract Term BEGINS	Contract Term ENDS	Competitive ly Bid	Contact Monitor	and Results	Funding Source
1											
101	PO634348	FSX HOLDINGS LLC	File & Servicepress LLC On-line legal filing	\$8,995.00	\$869.00	11/3/20	9/30/21	No	Virginia Carliner	-Open/in progress	0616 - LITIGATION SUPPORT FUND
102	PO631788	GARTNER INC	FY21 OAG IT Gartner Advisory Services Subscription	\$163,889.00	\$163,889.00	10/2/20	9/30/21	Yes	Krishna Sairi	-Open/in progress	0616 - LITIGATION SUPPORT FUND
103	PO631187	GEORGE WASHINGTON UNIV/HO	FY21/OAG/CSSD AOP Incentive Program (George Washington University Hospital)	\$17,440.00	\$3,520.00	10/1/20	9/30/21	No	Nicole Morton	-Open/in progress	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS
104	PO633925	GIARC CONSULTING, LLC	Expert Witness	\$3,300.00	\$0.00	10/29/20	9/30/21	No	John Barde	-Open/in progress	0616 - LITIGATION SUPPORT FUND
105	PO634300	GIARC CONSULTING, LLC	Expert Witness	\$3,600.00	\$3,350.00	11/3/20	9/30/21	No	Stephanie Corcoran	-Open/in progress	0616 - LITIGATION SUPPORT FUND
106	PO634717	GIARC CONSULTING, LLC	Expert Witness	\$3,600.00	\$0.00	11/9/20	9/30/21	No	Christian Rosnell	-Open/in progress	0616 - LITIGATION SUPPORT FUND
107	PO635144	GIARC CONSULTING, LLC	Expert Witness	\$7,600.00	\$6,725.00	11/13/20	9/30/21	No	Michelle Hersh	-Open/in progress	0616 - LITIGATION SUPPORT FUND
108	PO638739	GIARC CONSULTING, LLC	Expert Witness	\$8,100.00	\$0.00	1/21/21	9/30/21	No	Charles Coughlin	-Open/in progress	0616 - LITIGATION SUPPORT FUND
109	DCCB-2020-A-0514	GLAND UNIFORMS, INC.	SSD Uniforms	\$10,000.00	\$8,145.70	10/1/20	9/30/21	No	Niki Turner	-Open/in progress	0100 - LOCAL FUNDS
110	DCCB-2020-F-0029	Hausfeld LP	OUTSIDE LEGAL COUNSEL - Amazon Anti-Trust Litigation (Contingency Fee)	NTE \$5.5 Million	0	9/17/20	9/16/25	No	Jimmy Rock	-Open	Contingency/fee/no Government funds
111	C15911	PO631793	HI-TECH SOLUTION INC.	\$2,660.00	\$2,660.00	10/2/20	9/30/21	No	Christopher Tomles	-Open/in progress	0100 - LOCAL FUNDS
112	N/A	PO630939	HOWARD UNIVERSITY HOSPITAL	\$9,100.00	\$0.00	10/1/20	9/30/21	No	Nicole Morton	-Open/in progress	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS
113	N/A	PO634656	JEROME SPANGLER & ASSOCIATES	\$16,000.00	\$11,100.00	10/14/20	9/30/21	No	Christian Rosnell	-Open/in progress	0616 - LITIGATION SUPPORT FUND
114	N/A	PO636237	Justin Peter Shell	\$15,000.00	\$0.00	12/2/20	9/30/21	No	Kathryn Jarecz	-Open/in progress	0616 - LITIGATION SUPPORT FUND
115	DCCB-2017-CM5386	PO634870	KELLEY DINE JACKSON GILMORE AND	\$186,500.00	\$0.00	11/10/20	9/30/21	No	Brian Caldwell	-Open/in progress	0751 - CAPITAL PROJECTS (INTRA DISTRICT)
116	N/A	PO631940	Korpac Realty	\$55,000.00	\$5,000.00	10/5/20	9/30/21	No	David Bradley	-Open/in progress	0616 - LITIGATION SUPPORT FUND
117	N/A	PO636743	Korpac Realty	\$81,371.56	\$0.00	12/9/20	9/30/21	No	David Bradley	-Open/in progress	0616 - LITIGATION SUPPORT FUND
118	GS-35F-0095/W/DCCF	PO637451	KPMG LLP	\$227,000.00	\$72,000.00	12/17/20	9/30/21	No	Christopher Tomles	-Open/in progress	0603 - CHILD SPT - TANF/AIDC COLLECTIONS
119	N/A	PO634304	LOEB AND LOEB LLP	\$45,633.00	\$0.00	11/3/20	9/30/21	No	Leon Miranda	-Open/in progress	0616 - LITIGATION SUPPORT FUND
120	N/A	PO635556	LFT INC.	\$10,000.00	\$0.00	11/20/20	9/30/21	No	Amanda Lee	-Open/in progress	0100 - LOCAL FUNDS
121	N/A	PO634373	MAMA INSTITUTE HOLDINGS	\$3,600.00	\$0.00	11/4/20	9/30/21	No	Alex Karpiński	-Open/in progress	0616 - LITIGATION SUPPORT FUND
122	N/A	PO636922	Mark Webbers Agricultural	\$8,970.00	\$0.00	12/11/20	9/30/21	No	Benjamin Bryant	-Open/in progress	0616 - LITIGATION SUPPORT FUND
123	DCCB-2019-C-0008		May Firm/FIRM Association on PCBs (contingency fee)	NTE \$75,000,000	7,335,269.32	6/5/19	9/30/21	Yes	Jimmy Rock	-Settled	Contingency/fee/no Government funds
124	DCCB-2019-C-0015		Millerberg Phillips Gossman LLP and Evangelista Worley LLC	NTE \$33,000,000	0	9/30/19	9/29/24	No	Toni Jackson	-Open	Contingency/fee/no Government funds
125	N/A	PO636923	MILITARY EXPERTS LLC	\$5,000.00	\$0.00	12/11/20	9/30/21	No	Phillip Medley	-Open/in progress	0616 - LITIGATION SUPPORT FUND
126	N/A	PO621397-V2	MW CONSULTING LLC	\$24,416.00	\$11,200.00	10/1/20	12/31/20	Yes	Andrew Phifer	-Open/in progress	0616 - LITIGATION SUPPORT FUND, 0100 - LOCAL FUNDS
127	C16605	PO634301	MW CONSULTING LLC	\$23,296.00	\$33,296.00	11/4/20	9/30/21	Yes	Andrew Phifer	-Open/in progress	0100 - LOCAL FUNDS
128	CS-21-2926	PO631528	MDARC	\$3,318,167.30	\$772,722.30	10/1/20	9/30/21	Yes	Lakya Hampton	-Open/in progress	0616 - LITIGATION SUPPORT FUND
129	N/A	PO635817	NATIONAL EMPLOYMENT LAW INSTIT	\$10,800.00	\$10,800.00	11/25/20	9/30/21	No	Nadine Wilburn	-Open/in progress	0100 - LOCAL FUNDS
130	DCCB-2021-A-0002	PO631720	NEAL R GROSS AND CO INC	\$8,087.65	\$549.10	10/2/20	9/30/21	No	Aaron Finckousen	-Open/in progress	0616 - LITIGATION SUPPORT FUND
131	DCCB-2021-A-0002	PO631773	NEAL R GROSS AND CO INC	\$8,087.65	\$0.00	10/2/20	9/30/21	No	Katrina Seaman	-Open/in progress	0616 - LITIGATION SUPPORT FUND
132	DCCB-2021-A-0002	PO631782	NEAL R GROSS AND CO INC	\$8,087.65	\$3,804.25	10/2/20	9/30/21	No	Michelle Hersh	-Open/in progress	0616 - LITIGATION SUPPORT FUND
133	DCCB-2021-A-0002	PO631785	NEAL R GROSS AND CO INC	\$8,087.65	\$1,827.05	10/2/20	9/30/21	No	Elizabeth Stover	-Open/in progress	0616 - LITIGATION SUPPORT FUND
134	DCCB-2021-A-0002	PO631842-V2	NEAL R GROSS AND CO INC	\$43,983.00	\$9,423.45	10/7/20	9/30/21	No	William Burke	-Open/in progress	0616 - LITIGATION SUPPORT FUND
135	DCCB-2021-A-0002	PO631909-V2	NEAL R GROSS AND CO INC	\$47,192.05	\$0.00	12/28/20	9/30/21	No	Matthew James	-Open/in progress	0616 - LITIGATION SUPPORT FUND
136	DCCB-2021-A-0002	PO631919	NEAL R GROSS AND CO INC	\$9,087.65	\$1,930.70	10/5/20	9/30/21	No	Alex Karpiński	-Open/in progress	0616 - LITIGATION SUPPORT FUND
137	DCCB-2021-A-0002	PO631958-V2	NEAL R GROSS AND CO INC	\$10,432.30	\$0.00	12/28/20	9/30/21	No	Lindsay Marks	-Open/in progress	0616 - LITIGATION SUPPORT FUND

FY21 OAG PROCUREMENTS (thru January 23, 2021)

A	B	C	D	E	F	G	H	I	J	K	L	
Contract #	Order ID	Contracting Party	Nature of Contract	FY21 Budgeted Amount	Actual FY21 Expended	Contract Term BGENS	Contract Term ENDS	Competitive ly Bid	Contact Monitor	and Results	Funding Source	
1	DCCB-2021-A-0002	PO631961	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	10/5/20	9/30/21	No	Jhannur Rezaque	- Open/in progress	0616 - LITIGATION SUPPORT FUND
138	DCCB-2021-A-0002	PO631963	NEAL R GROSS AND CO INC	OAG Depositions	\$1,625.00	\$0.00	10/5/20	9/30/21	No	Bradford Stearnon	- Open/in progress	0616 - LITIGATION SUPPORT FUND
139	DCCB-2021-A-0002	PO631999	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$489.80	10/6/20	9/30/21	No	Emma Lomax	- Open/in progress	0616 - LITIGATION SUPPORT FUND
140	DCCB-2021-A-0002	PO632000	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$0.00	10/6/20	9/30/21	No	Christian Kocnell	- Open/in progress	0616 - LITIGATION SUPPORT FUND
141	DCCB-2021-A-0002	PO632001	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$3,567.25	10/6/20	9/30/21	No	Stephanie Corcoran	- Open/in progress	0616 - LITIGATION SUPPORT FUND
142	DCCB-2021-A-0002	PO632009 V2	NEAL R GROSS AND CO INC	OAG Depositions	\$5,062.80	\$2,615.05	11/18/20	9/30/21	No	Charles Coughlin	- Open/in progress	0616 - LITIGATION SUPPORT FUND
143	DCCB-2021-A-0002	PO632015	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$0.00	10/6/20	9/30/21	No	Kerilyn Featherstone	- Open/in progress	0616 - LITIGATION SUPPORT FUND
144	DCCB-2021-A-0002	PO632017	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$0.00	10/6/20	9/30/21	No	Sarah Knapp	- Open/in progress	0616 - LITIGATION SUPPORT FUND
145	DCCB-2021-A-0002	PO632021	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$1,321.40	10/6/20	9/30/21	No	Ashia Bryant	- Open/in progress	0616 - LITIGATION SUPPORT FUND
146	DCCB-2021-A-0002	PO632661	NEAL R GROSS AND CO INC	OAG Depositions	\$10,055.00	\$0.00	10/14/20	9/30/21	No	Richard Rodriguez	- Open/in progress	0616 - LITIGATION SUPPORT FUND
147	DCCB-2021-A-0002	PO632932	NEAL R GROSS AND CO INC	OAG Depositions	\$9,255.00	\$0.00	10/16/20	9/30/21	No	Olivia Lejian	- Open/in progress	0616 - LITIGATION SUPPORT FUND
148	DCCB-2021-A-0002	PO633194	NEAL R GROSS AND CO INC	OAG Depositions	\$5,118.00	\$0.00	10/20/20	9/30/21	No	Mareye Kelley	- Open/in progress	0616 - LITIGATION SUPPORT FUND
149	DCCB-2021-A-0002	PO633195	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$2,521.25	10/20/20	9/30/21	No	Phillip Medley	- Open/in progress	0616 - LITIGATION SUPPORT FUND
150	DCCB-2021-A-0002	PO633219	NEAL R GROSS AND CO INC	OAG Depositions	\$8,810.00	\$3,978.95	10/20/20	9/30/21	No	Matthew Meyer	- Open/in progress	0616 - LITIGATION SUPPORT FUND
151	DCCB-2021-A-0002	PO633880	NEAL R GROSS AND CO INC	OAG Depositions	\$5,029.90	\$695.25	10/29/20	9/30/21	No	Akua Coppock	- Open/in progress	0616 - LITIGATION SUPPORT FUND
152	DCCB-2021-A-0002	PO633905	NEAL R GROSS AND CO INC	OAG Depositions	\$2,700.00	\$0.00	10/29/20	9/30/21	No	Matthew Meyer	- Open/in progress	0616 - LITIGATION SUPPORT FUND
153	DCCB-2021-A-0002	PO633916 V2	NEAL R GROSS AND CO INC	OAG Depositions	\$6,266.00	\$1,810.40	11/16/20	9/30/21	No	Andrew Saindon	- Open/in progress	0616 - LITIGATION SUPPORT FUND
154	DCCB-2021-A-0002	PO634296	NEAL R GROSS AND CO INC	OAG Depositions	\$1,390.00	\$509.60	11/3/20	9/30/21	No	Christine Gephardt	- Open/in progress	0616 - LITIGATION SUPPORT FUND
155	DCCB-2021-A-0002	PO634297	NEAL R GROSS AND CO INC	OAG Depositions	\$1,713.50	\$0.00	11/3/20	9/30/21	No	James Anthony Town	- Open/in progress	0616 - LITIGATION SUPPORT FUND
156	DCCB-2021-A-0002	PO634369	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	11/4/20	9/30/21	No	Conno Finch	- Open/in progress	0616 - LITIGATION SUPPORT FUND
157	DCCB-2021-A-0002	PO634370	NEAL R GROSS AND CO INC	OAG Depositions	\$8,087.65	\$485.90	11/4/20	9/30/21	No	Steven Rubenstein	- Open/in progress	0616 - LITIGATION SUPPORT FUND
158	N/A	PO634712	NEAL R GROSS AND CO INC	OAG Depositions	\$1,550.00	\$0.00	11/9/20	9/30/21	No	Christopher Sousa	- Open/in progress	0616 - LITIGATION SUPPORT FUND
159	N/A	PO635227	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	11/16/20	9/30/21	No	Bradford Stearnon	- Open/in progress	0616 - LITIGATION SUPPORT FUND
160	DCCB-2021-A-0002	PO635396	NEAL R GROSS AND CO INC	OAG Depositions	\$7,149.75	\$0.00	11/18/20	9/30/21	No	Conrad Fisher	- Open/in progress	0616 - LITIGATION SUPPORT FUND
161	DCCB-2021-A-0002	PO635693 V2	NEAL R GROSS AND CO INC	OAG Depositions	\$11,600.00	\$0.00	12/28/20	9/30/21	No	Naomi Cleason	- Open/in progress	0616 - LITIGATION SUPPORT FUND
162	DCCB-2021-A-0002	PO636572	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	12/7/20	9/30/21	No	Ryan Martini	- Open/in progress	0616 - LITIGATION SUPPORT FUND
163	DCCB-2021-A-0002	PO636573	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	12/7/20	9/30/21	No	Brian Amy	- Open/in progress	0616 - LITIGATION SUPPORT FUND
164	DCCB-2021-A-0002	PO636741	NEAL R GROSS AND CO INC	OAG Depositions	\$6,029.90	\$0.00	12/9/20	9/30/21	No	Benjamin Bryant	- Open/in progress	0616 - LITIGATION SUPPORT FUND
165	DCCB-2021-A-0002	PO636915	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	12/11/20	9/30/21	No	Bradford Stearnon	- Open/in progress	0616 - LITIGATION SUPPORT FUND
166	DCCB-2021-A-0002	PO637555	NEAL R GROSS AND CO INC	OAG Depositions	\$8,087.65	\$0.00	12/18/20	9/30/21	No	Pegah Eftekhari	- Open/in progress	0616 - LITIGATION SUPPORT FUND
167	DCCB-2021-A-0002	PO637871	NEAL R GROSS AND CO INC	OAG Depositions	\$1,625.00	\$0.00	12/28/20	9/30/21	No	Rahsan Dickerson	- Open/in progress	0616 - LITIGATION SUPPORT FUND
168	DCCB-2021-A-0002	PO638322	NEAL R GROSS AND CO INC	OAG Depositions	\$1,470.00	\$0.00	1/11/21	9/30/21	No	James Anthony Town	- Open/in progress	0616 - LITIGATION SUPPORT FUND
169	DCCB-2021-A-0002	PO638353	NEAL R GROSS AND CO INC	OAG Depositions	\$3,690.00	\$0.00	1/11/21	9/30/21	No	Brendan B. Downs	- Open/in progress	0616 - LITIGATION SUPPORT FUND
170	N/A	PO638804	NEAL R GROSS AND CO INC	OAG Depositions	\$1,595.00	\$0.00	1/23/21	9/30/21	No	Jhannur Rezaque	- Open/in progress	0616 - LITIGATION SUPPORT FUND
171	N/A	PO63334 V2	NEUMARK KNIGHT FRANK VALUATION	Expert Witness	\$34,300.00	\$13,825.00	12/2/20	9/30/21	No	Stephanie Litos	- Open/in progress	0616 - LITIGATION SUPPORT FUND
172	DCCB-2020-T-0008	PO630935	OBVERSE CORPORATION INC	FY21/OAG/CS/SHS Security Audit Consultant - BASE YEAR	\$14,743.40	\$5,160.39	10/1/20	2/6/21	No	Harold Johnson	- Open/in progress	0603 - CHILD-SPT-TANF/ADDC COLLECTIONS

FY21 OAG PROCUREMENTS (thru January 23, 2021)

A	B	C	D	E	F	G	H	I	J	K	L
Contract #	Order ID	Contracting Party	Nature of Contract	FY21 Budgeted Amount	Actual FY21 Expended	Contract Term BEGINS	Contract Term ENDS	Competitive ly Bid	Contact Monitor	and Results	Funding Source
1	PO637441	OFFICE OF ORTHOPEDIC MEDICINE	Expert Witness	\$4,000.00	\$4,000.00	12/17/20	9/30/21	No	Nadine Wilburn	- Open/in progress	0616 - LITIGATION SUPPORT FUND
174	PO631956	Office Space Software INC	SSD Work Order Management Software	\$19,352.00	\$0.00	10/5/20	9/30/21	Yes	Nikki Turner	- Open/in progress	0100 - LOCAL FUNDS
175	PO630794	PITNEY BOWES	FY21/OAG/CSSD - Pitney Bowes Reserve Account 1317/6982	\$105,266.50	\$105,266.50	10/1/20	9/30/21	No	Tiffany Cox	- Open/in progress	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS
176	PO631404	PITNEY BOWES	SSD Mailing Equipment	\$13,552.48	\$2,133.12	10/1/20	9/30/21	Yes	Nikki Turner	- Open/in progress	0100 - LOCAL FUNDS
177	PO631900	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$305.00	\$305.00	10/20/20	9/30/21	No	John Barido	- Open/in progress	0616 - LITIGATION SUPPORT FUND
178	PO63192	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$149.45	\$149.45	10/20/20	9/30/21	No	John Barido	- Open/in progress	0616 - LITIGATION SUPPORT FUND
179	PO635555	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$1,009.05	\$0.00	11/20/20	9/30/21	No	Matthew Meyer	- Open/in progress	0616 - LITIGATION SUPPORT FUND
180	PO638203	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$588.20	\$588.20	1/6/21	9/30/21	No	Steven Rubenstein	- Open/in progress	0616 - LITIGATION SUPPORT FUND
181	PO638205	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$292.80	\$292.80	1/6/21	9/30/21	No	Aaron Finckhousen	- Open/in progress	0616 - LITIGATION SUPPORT FUND
182	PO638206	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$97.60	\$97.60	1/6/21	9/30/21	No	Phillip Medley	- Open/in progress	0616 - LITIGATION SUPPORT FUND
183	PO638207	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$734.15	\$734.15	1/6/21	9/30/21	No	Steven Rubenstein	- Open/in progress	0616 - LITIGATION SUPPORT FUND
184	PO638208	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$435.10	\$435.10	1/6/21	9/30/21	No	Aaron Finckhousen	- Open/in progress	0616 - LITIGATION SUPPORT FUND
185	PO638209	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$359.30	\$359.30	1/6/21	9/30/21	No	Steven Rubenstein	- Open/in progress	0616 - LITIGATION SUPPORT FUND
186	PO638210	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$338.30	\$0.00	1/6/21	9/30/21	No	Phillip Medley	- Open/in progress	0616 - LITIGATION SUPPORT FUND
187	PO638230	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$469.85	\$469.85	1/7/21	9/30/21	No	Phillip Medley	- Open/in progress	0616 - LITIGATION SUPPORT FUND
188	PO638243	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$885.70	\$0.00	1/7/21	9/30/21	No	Steven Rubenstein	- Open/in progress	0616 - LITIGATION SUPPORT FUND
189	PO638672	PLANET DEPOS, LLC	Copy of Plaintiff's depositions	\$573.65	\$0.00	1/21/21	9/30/21	No	Charles Coughlin	- Open/in progress	0616 - LITIGATION SUPPORT FUND
190	PO631990	PORTFOLIO MEDIA INC.	Law 360 software	\$2,069.67	\$2,069.67	10/6/20	9/30/21	No	Penelope Tally	- Open/in progress	0616 - LITIGATION SUPPORT FUND
191	CI4240-V5	PREMIER OFFICE AND MEDICAL SUPPL	SSD Office Supplies (rental)	\$3,000.00	\$0.00	10/19/20	9/30/21	No	Nikki Turner	- Open/in progress	0100 - LOCAL FUNDS
192	CI5401	PUBLIC PERFORMANCE MANAG.	FY21 OAG IT-FI-55 Adobe Annual License Renewal	\$47,150.00	\$47,150.00	10/21/20	9/30/21	Yes	Christopher Tomes	- Open/in progress	0616 - LITIGATION SUPPORT FUND
193	CI2289-V6	PUBLIC PERFORMANCE MANAG.	FY21 OAG IT-Bi-Edcatch Annual license	\$9,091.20	\$9,091.20	11/17/20	9/30/21	Yes	Christopher Tomes	- Open/in progress	0100 - LOCAL FUNDS
194	C12289-V6	PUBLIC PERFORMANCE MANAG.	FY21 OAG IT - Abacus Proserve Consulting Support	\$770,016.50	\$0.00	1/22/21	9/30/21	No	Christopher Tomes	- Open/in progress	0616 - LITIGATION SUPPORT FUND
195	PO632771	QUALITY MATTERS LLC	Expert Witness	\$70,000.00	\$0.00	10/7/20	9/30/21	No	Andrew Sandon	- Open/in progress	0616 - LITIGATION SUPPORT FUND
196	CIW74038	RELX Inc.	FY21/OAG/QI LexisNexis Subscription Services	\$54,000.00	\$0.00	12/14/20	9/30/21	No	Nadine Wilburn	- Open/in progress	0100 - LOCAL FUNDS
197	PO635145	RH WILLIC	Expert Witness	\$1,600.00	\$0.00	11/13/20	9/30/21	No	Alex Karpinski	- Open/in progress	0616 - LITIGATION SUPPORT FUND
198	PO638273	Robert L Copeland JR	Expert Witness	\$2,000.00	\$0.00	1/8/21	9/30/21	No	Charles Coughlin	- Open/in progress	0616 - LITIGATION SUPPORT FUND
199	PO638674	ROBSON FORENSIC INC	Expert Witness	\$6,880.00	\$0.00	1/21/21	9/30/21	No	Benjamin Bryant	- Open/in progress	0616 - LITIGATION SUPPORT FUND
200	PO638675	ROBSON FORENSIC INC	Expert Witness	\$11,180.00	\$0.00	1/21/21	9/30/21	No	Benjamin Bryant	- Open/in progress	0616 - LITIGATION SUPPORT FUND
201	PO631001	Roger Collinvaux	Expert Witness	\$15,125.00	\$0.00	10/1/20	9/30/21	No	Jennifer Jones	- Open/in progress	0616 - LITIGATION SUPPORT FUND
202	PO635696	ROYTIMOTHY GRAVETTE	Expert Witness	\$6,250.00	\$5,937.50	11/23/20	9/30/21	No	Akua Coppock	- Open/in progress	0616 - LITIGATION SUPPORT FUND
203	PO639004	Rust Consulting Inc	Claims Administrator	\$37,057.00	\$0.00	10/16/20	9/30/21	Yes	Monique Cobb	- Open/in progress	0616 - LITIGATION SUPPORT FUND
204	PO639005	Rust Consulting Inc	Claims Administrator	\$17,493.73	\$0.00	10/16/20	9/30/21	Yes	Jennifer Berger	- Open/in progress	0616 - LITIGATION SUPPORT FUND
205	PO63932	Rust Consulting Inc	Claims Administrator	\$7,857.52	\$0.00	10/29/20	9/30/21	No	Athina Gedelka	- Open/in progress	0616 - LITIGATION SUPPORT FUND
206	PO633349	SABA SOFTWARE (CANADA) INC.	SABA Software Renewal	\$44,137.57	\$0.00	10/22/20	9/30/21	No	Arika Harris	- Open/in progress	0100 - LOCAL FUNDS
207	PO638555	Sara F Ellison	Expert Witness	\$38,400.00	\$0.00	1/15/21	9/30/21	No	Matthew James	- Open/in progress	0616 - LITIGATION SUPPORT FUND
208	PO632048	SAUL EWING LLP	Expert Witness	\$62,355.20	\$0.00	10/6/20	9/30/21	No	William Burke	- Open/in progress	0616 - LITIGATION SUPPORT FUND
209	PO631035	Sher Edling LLP and Tyckes & Zaveri LLP	Outside Counsel for Climate Change Litigation (Contingency fee)	NTE\$70,000,000	0	7/24/19	7/23/28	Yes	Jimmy Rock	- Open	Contingency Fee/In Government Funds
210	PO631035	SIBLEY MEMORIAL HOSPITAL	FY21/OAG/CSSD-ADP Incentive Program- Sibley Memorial Hospital	\$7,000.00	\$1,040.00	10/1/20	9/30/21	No	Nicole Morton	- Open/in progress	8200 - FEDERAL GRANTS, 0100 - LOCAL FUNDS

FY 2020 ACCOUNTABILITY REPORT
Office of the Attorney General

MISSION

The Office of the Attorney General (OAG) is the chief legal office of the District of Columbia. OAG enforces the laws of the District and promotes the public interest. OAG’s mission is to provide the District government with the highest level of legal advice and service, and to promote the interests of District residents. OAG seeks to be the nation’s premier public law office.

SUMMARY OF SERVICES

OAG is responsible for conducting the District’s legal business in a manner that is in the public interest. The Attorney General is the chief legal officer of the District of Columbia. The Attorney General’s opinions on legal questions have the force of law unless overruled by a court or legislatively by the District of Columbia Council. OAG represents the District in virtually all civil litigation and represents the District in a variety of administrative hearings and other proceedings. OAG prosecutes juvenile and certain criminal offenses on the District’s behalf, using evidence-based practices to increase public safety and support youth back onto successful life paths. OAG advises the Executive Office of the Mayor, the Council of the District of Columbia, the District of Columbia Courts, and various boards and commissions. OAG also reviews legislation, regulations, land dispositions, and contracts for legal sufficiency to ensure the legality of the government’s actions. OAG provides legal and litigation support in procurement, tax and finance, bankruptcy, land use, and public works. The Office advocates on behalf of children by seeking to establish parentage and create an opportunity for financial stability as well as intervening on behalf of abused and neglected children when their safety and wellbeing is at risk. OAG also takes legal action to protect and promote the public interest. This includes protecting children, seniors, and developmentally disabled adults, bringing affirmative litigation to promote the interests of District consumers, taxpayers, tenants, and workers, and enforcing the District’s consumer protection, civil rights, antitrust, false claims, elder financial exploitation, and environmental laws, among others. All told, the Attorney General supervises the legal work of about 310 attorneys and an additional 350 administrative and professional staff.

OVERVIEW – AGENCY PERFORMANCE

Top Accomplishments

The COVID-19 pandemic, which started midway through FY20, had a significant effect on OAG’s work. OAG successfully engaged all areas of its affirmative litigation practice to respond to the crisis. For example, consumer complaints spiked in the immediate aftermath of the pandemic, with a surge of calls related to membership fees for unusable services (like gyms) and price gouging. OAG addressed this increased volume, issued cease-and-desist orders, and brought cases where appropriate. OAG also enforced the eviction moratorium and successfully advocated for paid sick leave for essential workers to companies like Instacart. Finally, throughout the early stages of the pandemic, OAG extensively engaged and educated the public on their rights, through consumer alerts on our website, Twitter chats, Take30 programs, and tele-townhalls with seniors.

The pandemic also expedited the launch of the Child Support Services Division’s online child support application in May 2020. CSSD—which had been reliant on paper applications—transitioned to a digital model with online communications that avoided in-person contact. This also gave CSSD’s customers flexibility to access our office 24 hours a day, seven days a week. Through calendar year 2020, approximately 1,000 new on-line applications have been submitted.

OAG also showed operational nimbleness during the COVID-19 pandemic. OAG shifted to maximum telework in less than a week. OAG increased its remote access software capacity, utilized cloud computing to strengthen its cybersecurity posture, and quickly migrated its child support call center software to the cloud, enabling customer service agents to work remotely. OAG also successfully managed an office move from 441 4th St. NW to 600 D St. NW in August 2020 through extensive planning, including a phased return to the offices for packing and unpacking.

Finally, in FY20, OAG succeeded before the en banc Court of Appeals for the Fourth Circuit on its Emoluments litigation, challenging President’s Trump business entanglements under the Constitution’s original anti-corruption provisions. President Trump tried to subvert the legal process to take an appeal to the Fourth Circuit before the district court had made a final decision. After an argument before 15 judges, the Fourth Circuit issued a 9-6 decision allowing the District’s lawsuit to proceed, a significant victory for the rule of law and anti-corruption efforts.

PERFORMANCE INITIATIVES – ASSESSMENT DETAILS

Immediate Office

The Immediate Office sets the direction for OAG. This includes ensuring that the agency provides high quality legal services to the District government, communicating and engaging with the public, and setting OAG’s policy priorities. The Immediate Office seeks to build a best-in-class public law office.

INITIATIVE 1: Launch an open data portal to make important agency data available to the public.

OAG is committed to transparency and accountability, particularly with respect to its public safety work. In this vein, OAG will develop an open data portal, or website, on which it will release important agency data on its work. The website will include graphs and other visuals that will display information of interest to the public in an accessible format. OAG will also make efforts to share publicly accessible data with partners like the CJCC and OCTO. OAG’s first step will be to focus on public safety data related to its prosecutorial work. This initiative will be successful if OAG launches its open data portal with public safety data by September 30, 2020, with other agency data to follow.

Performance Assessment: Partially Achieved. OAG created a set of interactive dashboards that will allow the public to filter and visualize OAG adult prosecution data. The data will also be made available in raw form to the public through the open data platform. OAG iteratively built dashboards with the review of both attorneys at OAG as well as external stakeholders such as law enforcement agencies, Superior Court, and advocacy groups. OAG held a series of meetings with

MPD, MTP, DCSC, CJCC, and local civil rights organizations in February and March of 2019 to get feedback on early drafts of the dashboards and data. From there, OAG honed its data cleaning pipeline and incorporated edits from organizations before a final showing of the dashboards to an expanded set of stakeholders including more law enforcement agencies, Superior Court, advocacy organizations, and Council staff. The work to prepare OAG's data for public display also required modification and improvements to OAG's case management system, helped to identify technical issues in data sharing between partner agencies, and led to the creation of internal dashboards for data quality assurance. The portal will launch in FY21 because the COVID-19 pandemic has delayed signatures on certain agreements required before data can be publicly released.

INITIATIVE 2: Increase coordination between the Office of Community Engagement and legal divisions, and across divisions, to enhance community engagement and education.

The community engagement team has built a strong model for educating and engaging District residents on important public safety, civil rights and consumer protection issues by working closely with attorneys and staff from OAG divisions. One FY19 example is the District-wide civil rights listening sessions, which were developed and launched collaboratively by the Public Interest Division and the community engagement team. Jointly developed efforts like this pair the experience and skills of the community engagement team with the knowledge and expertise of division leaders and front-line attorneys to produce high quality community engagement efforts. At times, these efforts require coordination across multiple divisions; one example is elder justice, which involves the Public Interest and Public Safety divisions and support from community engagement. This type of work protects District residents by making them less vulnerable to bad actors and helps generate leads for public interest litigation – which in turn provides a deterrent effect for those who would attempt to take advantage of our residents and the District government. In FY20, the community engagement team will expand and deepen its outreach to the divisions to build a more robust agency-wide plan for community engagement and education. This initiative will be successful if, by September 30, 2020, the community engagement team completes and implements a comprehensive agency-wide plan for FY20 that involves the Public Advocacy, Public Interest, Public Safety, Family Services, and Child Support divisions and covers at least three priority policy areas, to include child sex trafficking. This plan will include specific, measurable goals for each of the relevant divisions, the planned strategies to meet those goals, and a timeline for deliverables. Efforts will include creating and distributing new materials to appeal to the target populations, identifying new external partners, and identifying new audiences for educational outreach.

Performance Assessment: Fully Achieved. In FY20, OAG's Office of Community Engagement (CE) increased direct coordination with all OAG divisions to successfully enhance community engagement and education with District residents and community stakeholders. While the COVID-19 pandemic suspended or changed several strategic plans for OAG outreach, CE created and supported several new virtual touchpoints to keep OAG's legal divisions connected with District residents. These included:

- Tele-Town Halls
- Take30, A Virtual Community Program with AG Racine
- Youth and Family-focused Twitter Chats
- Virtual community meetings and presentations

- Ward-based housing and public safety meetings for tenants
- Citywide Nuisance Property Training for ANC Commissioners and Civic Leaders

Specifically, through the Tele-Town Halls and Take30 programs, CE reached several hundred residents as well as engaged over two dozen local and national legal and community experts who shared critical information with residents. Through these expert partners (identified in partnership with OAG’s legal divisions and sections), CE broaden its reach to various communities of interest including, but not limited to: essential/hourly workers, seniors/aging, DACA recipients, business owners, Asian American and Pacific Islanders, LGBTQ+, the Latinx community, and youth and families.

CE connected its legal divisions with District agencies to deepen partnerships and educational opportunities. During FY20, CE collaborated with DCRA, MOCRS, USAO, MPD and others to train and educate residents on a vast scope of District government services and initiatives. These partnerships resulted in the launch of several series-style events.

Lastly, CE supported OAG’s Communications team with distributing an OAG COVID-19 legal resource card to thousands of D.C. residents by leveraging relationships with community partners providing food and medical assistance to community members.

INITIATIVE 3: Human Resources – Design and update important HR processes.

INITIATIVE 3.1: Identify and Develop Talent by Creating a Talent Pipeline

Succession planning is essential to ensuring the continued success of the OAG. HR will engage in workforce planning by engaging in a few key steps. First, HR will identify critical roles within the agency. Next, HR will work with Division Deputies to create strategic plans outlining development strategies to assist with the transition into leadership roles. HR will also create competency-based external talent pools for critical positions to supplement our internal talent when necessary. This initiative will be considered successful if HR delivers two succession planning professional development workshops and creates an external talent pool for critical positions by September 30, 2020.

Performance Assessment: Partially Achieved: Full launch of this initiative is delayed due to the COVID-19 pandemic response; however, in preparation for eventual implementation, HR has developed a listing of division core competencies to identify necessary skills required for professional development and leadership growth that will be central to the implementation of agency-wide succession planning. Division Deputy engagement in the development process of workforce planning and identification of high potential talent for successful succession planning has not yet begun. However, HR has started the process of developing the appropriate succession planning standard and processes and has finalized review of division positions and identification of critical positions. Strategic planning next steps include outreach to Division Chiefs and Deputies to undertake outlining leadership transition strategies, assessment of existing high potential talent via a Talent 9-Box, identification talent attributes needing to be filled, and creation of succession tracks. HR will finalize this process by Q3 of FY21.

Through the deployment of Jobvite and reserving external candidate applications for all postings throughout 2020, HR is leveraging the external pool of potential candidates for subsequent vacancies. In addition, OAG HR has leveraged social media, outreach to professional organizations, education, and relationship recruitment platforms to grow potential recruitment streams for external competency-based talent pools. The delivery of succession planning professional development workshops has been delayed because of COVID-19. HR will begin conducting those workshops virtually by the end of Q3 of FY21.

INITIATIVE 3.2: Implementation of a Learning Management System

Currently, training offerings are advertised on a one-off basis over email, and there is no central repository where attorneys and staff can find out about opportunities throughout the year. To solve this problem, HR will implement an electronic Learning Management System to better manage professional development opportunities. The Learning Management System will include a comprehensive catalogue of trainings for the year, a calendar showing all scheduled trainings, and automated sign up/in for trainings. It will also include a broad range of webinars and other online trainings. And it will facilitate employee feedback by including satisfaction surveys. This initiative will be successful if an annual training calendar is created and posted on the OAG Intranet, beginning January 1, 2020, if the rest of the Learning Management System is in place by September 30, 2020, and if 75% of staff members who participate in training complete and submit evaluations indicating the training was either ‘satisfactory’ or ‘excellent’.

Performance Assessment: Partially Achieved. OAG HR continued working toward the development of the Online Learning Management Tracking System (“LMS”) and finalized an implementation milestone in the first quarter of FY20. The LMS process will be coupled with the OAG Training Database to follow-up on training participants. In March of 2020, OAG HR finalized the OAG 2020 online Training Policy and Catalog (“The Catalog”) and calendar. The Catalog identifies annual in-person and online, web-based training programs, together with trainings dates, locations, and CLE opportunities. The annual training calendar was designed and posted on the OAG Intranet in March 2020. Also, HR led the completion of the Request for Training and/or Travel Authorization Form and implemented the online automated processing, to ensure a smooth administration of course selection, approval, and recordation. Also, in March, OAG HR implemented online electronic course registration to increase training participation.

Because of COVID-19, all in-person training opportunities were cancelled, and the design and implementation of an online course survey was postponed. Nevertheless, OAG HR continues to communicate regularly to all OAG staff via email regarding available online training opportunities. OAG HR has deployed a training database to record the number of completed online courses, by participant, and collects completed surveys sent in by participants. These surveys are manually recorded. Next steps will be to implement an online survey form and develop a participant feedback spreadsheet to track the number of completed survey responses and course satisfaction rankings. The Learning Management tracking system has been purchased and will be implemented in FY21.

INITIATIVE 3.3: Automate Performance Management Process for Attorneys

Attorney performance reviews are still done by hand. This creates a cumbersome and time intensive process for attorneys and for the management chain. HR will use software designed for this purpose to launch an electronic performance management process for attorneys in order to streamline the process and make it easier to store performance reviews for future reference. This initiative will be successful if HR launches an electronic a performance management by September 30, 2020.

Performance Assessment: Partially Achieved. Due to varying priorities the Automated Performance Management Process for Attorneys was put on hold and the implementation of a 360 Degree Performance Management Evaluation Process took precedent of this initiative. HR completed the work necessary to implement the 360 Process, to include working with a vendor for the build, and providing the Immediate Office with recommendations and design of the questionnaire. As of September 2020, HR reprioritized delivery of this project and are moving towards completion. The Automated Performance Management Process for Attorneys will be finalized Q2 of FY21 before the next review cycle.

INITIATIVE 3.4: Redesign OAG's New Employee Orientation

New Employee Orientation should introduce newly hired staff members into the OAG family in a positive, meaningful way through thoughtful use of technology and efficient, effective provision of information. HR will perform a deep review and redesign of OAG's New Employee Orientation process to eliminating duplication of efforts and create that positive experience. This initiative will be considered successful if by September 30, 2020, though survey of new employees, the orientation process is viewed as a positive, value-added experience and reflects the professionalism of OAG.

Performance Assessment: Fully Achieved. OAG HR implemented a full overhaul of the new employee orientation procedures and implemented an effective on-boarding process, incorporating additional trainings (Hatch Act, Ethics, etc.), that produced seamless on-boarding standards. During the COVID-19 pandemic, HR shifted its orientation into a 100% virtual environment and continued to provide timely and pertinent information for new personnel. OAG is now surveying and analyzing data regarding new employee satisfaction with the training program.

INITIATIVE 4: Information Technology – Adopt key systems to improve services.

INITIATIVE 4.1: Launch the DCSSES intake module.

DCSSES is the case management system used by Child Support. DCSSES was originally implemented in 1979, and most of its underlying technology is over 35 years old. For this reason, it does not include the ability to apply for child support online. As the first phase of modernizing this system, OAG will launch the DCSSES intake module, which will include an online application for child support to significantly better serve customers. It will also support document upload and validation, integration with Box.com, and two-way data transfer with legacy system. This initiative will be successful if the intake module is launched by September 30, 2020.

Performance Assessment: Fully Achieved. The DCSSES intake module was launched May

18, 2020, enabling residents to apply for child support online using a completely paperless process.

INITIATIVE 4.2: Move CSSD.dc.gov to OAG.dc.gov web platform.

A few years ago, OAG did a major overhaul of its website to make it more modern and more easily accessible to the public. At the time, OAG did not move CSSD's website as it has a more complicated set of applications and functionalities. OAG will work to move the CSSD web site from OCTO's outdated web platform to OAG's outsourced cloud-based platform. This initiative will be successful if CSSD's website is fully moved to OAG's new platform by September 30, 2020.

Performance Assessment: Partially Achieved. Planning, testing, and design were completed before the spending freeze. OAG will accomplish this initiative in FY21.

INITIATIVE 4.3: Implement travel and expense software.

OAG IT will work to purchase and implement a cloud-based travel and expense system to automate all travel tasks, making the process easier for internal consumers. This initiative will be successful if the system is implemented by September 30, 2020.

Performance Assessment: Not Achieved. OAG did not complete this initiative due to COVID-19 and the spending freeze.

INITIATIVE 4.4: Implement Learning Management System.

OAG IT will work with Human Resources to implement an electronic learning management system used to track all training and deliver online content. This system will manage CLE requirements as well as all training schedules in order to deliver better customer service. This initiative will be successful if the system is implemented by September 30, 2020.

Performance Assessment: Partially Achieved. The system was purchased and will be implemented with HR in Q1 FY2021.

INITIATIVE 4.5: Move all premise-based systems to the cloud.

OAG IT will finish moving all storage to box.com and move all server infrastructure to the cloud; that is, Microsoft azure. This process will obviate the need to rely on outdated in-house servers that pose additional security risks. This initiative will be successful if all premise-based systems are no longer used by September 30, 2020.

Performance Assessment: Fully Achieved. All key systems were moved to Microsoft Azure, Amazon Web Services, and Salesforce during FY2020.

INITIATIVE 4.6: Launch training program on use of available IT tools.

Launch training program to improve adoption and understanding of OAG technologies such as video conferencing and collaboration tools, with the goal of significantly increasing uptake and use. The training will include user satisfaction surveys. This initiative will be successful if 40% of OAG users have received training in collaboration tools and have completed accompanying surveys by September 30, 2020.

Performance Assessment: Partially Achieved. The training resource anticipated to execute on this initiative was not obtained due to the spending freeze and competing priorities. However, training on WebEx, Office 365, and other technologies are regularly offered, and all OAG staff are enrolled in self-paced online training.

Child Support Services Division

The Child Support Services Division (CSSD) assists families in the District with locating absent parents, establishing paternity, establishing orders for monetary and medical support, collecting ongoing support, and enforcing delinquent child-support orders. CSSD seeks to ensure that District children receive the financial support to which they are legally entitled.

INITIATIVE 1: Begin the process of going to paperless case management

CSSD currently has the ability to establish and maintain a completely digital case file but is not yet doing so. Going paperless would create multiple efficiencies in the case management process. For example, there will be a time savings for case managers to access information and provide clients with detailed information on demand, without printing. Digital case files will also save money by eliminating the need for case folders, stopping copying and printing of supporting documents, and reducing the need for case file supplies, ink, toner and paper for copying. Going paperless will also lessen the risk of lost documents and increase security for case files need for court appearances; they can be accessed remotely when attorneys appear in court. The objective is to reduce the “wait time” for information to be available and secure, improve CSSD Customer Service and response times while also saving money in paper, copying supplies and office supplies to create the physical files.

CSSD has developed a plan to stop the shuffle of loose or individual documents from unit to unit, scan and eliminate physical case files and allow every staff member immediate access to a case file digital storage software. This initiative will be executed in three stages. The first stage is to scan documents first at the Mail Room and then at individual units. Then Records Management will begin to scan all newly created case files. Next, staff will begin to scan all existing case files.

This initiative will be considered fully successful once 40% of the case files are scanned and immediately available to appropriate CSSD staff by September 30,2020.

Performance Assessment: Substantially achieved. CSSD has successfully implemented the procedures to accurately sort and scan all incoming mail and documents at the unit level. The mail volume is now trackable and delivered within specific time frames while uploaded to Infolinx for immediate access and retention. CSSD has also fully implemented scanners in key units to scan work products such as fiscal paperwork, applications, and internal documents for immediate access and retention. This has eliminated the flow of loose and individual documents. CSSD has begun to scan all active case files but was unable to reach 40% of case files being scanned. The process and equipment are in place with well-defined procedures and the unit continues to work toward the goal of 100% digital case files. However, there were several time sensitive projects that slowed progress and other delays that were unavoidable.

INITIATIVE 2: Update the employer table in the Wage Withholding Unit

CSSD's Wage Withholding Unit currently maintains an employer table to use in initiating Income Withholding Orders (IWOs) to secure payments on court ordered support obligations. IWOs account for approximately 65% or more of all child support collections within the District of Columbia CSSD. The employer table is a master list of all current and past employers in and around the DC/MD/VA area. Currently, the table is out of date. Wrong information results in paperwork being mailed out in error or to incorrect addresses and causes delays in issuing IWOs. CSSD will begin the process of updating the employer table in order to reduce delays in receiving child support payments and reduce the overall number of delinquent child support arrearage owed to many District of Columbia residents. This initiative will be considered fully successful upon 50% of the Employer Table has been updated by September 30, 2020.

Performance Assessment: Partially Achieved. The Wage Withholding Unit was able to verify or modify 85% of the addresses of employers located in the District of Columbia. The Wage Withholding Unit will continue to ensure addresses are accurate in the Employer Table. During the next phase, we will be verifying addresses of employers located in Maryland. COVID-19 prevented OAG from verifying employer information for a greater number of employees.

INITIATIVE 3: Develop a pilot outreach program to address access and visitation for parents in the child support caseload.

Spending positive time with both parents promotes positive outcomes for childhood development and is often associated with better child support outcomes. Some parents who are pro se litigants may not understand how to establish access and visitation orders (also known as parenting time orders). OAG will address this knowledge gap through the creation of a pilot outreach program at DC Superior Court. Currently the District Family Court's Supervised Visitation Center (SVC) – which is partially funded through a pass through grant from CSSD – provides visitation services to families that have domestic violence issues or safety concerns. Some of SVC's clients are the precise parents who are pro se and in need of more information about their rights with respect to access and visitation. At the same time, 50 to 65 percent of SVC clients are non-IV-D customers and might benefit from information about child support and the services that CSSD provides. CSSD will partner with SVC, as well as the Domestic Relations Branch of the Superior Court (DRB), which handles visitation cases, to reach pro se litigants who could benefit from more information both about access and visitation and about the child support services CSSD provides. CSSD will develop two clinics, one targeted at custodial parents and one at noncustodial parents, to give to parents reached through SVC and DRB information about access, visitation, and child support and to encourage them to use CSSD's services. This initiative will be considered successful if by September 30, 2020 CSSD has given at least four clinics to custodial and noncustodial parents.

Performance Assessment: Partially Achieved. CSSD met with the Supervised Visitation Center (SVC) and created a program that would provide training to custodial and noncustodial parents about visitation and access and child support on a quarterly basis. CSSD Policy and Legal Services staff developed a curriculum for the program. We updated the MOU and negotiated for the courts to refer pro se litigants to the program. The trainings will be offered to custodial Parents and noncustodial parents separately. This will allow for more candid discussions about the process without either party feeling as if the trainers are biased towards one party. Trainees will be able to

apply for child support services electronically at the SVC. This program was scheduled to begin in April 2020, but due to COVID-19, the SVC was not operational, prohibiting the start of the program. CSSD is currently exploring options on how to provide a similar service consistent with the current COVID-19 restrictions in the District.

Civil Litigation Division

The Civil Litigation Division (CLD) represents the District, its agencies, and its employees in civil actions brought in the Superior Court of the District of Columbia and the United States District Court for the District of Columbia, particularly those seeking primarily monetary damages. CLD seeks to provide sound counsel to the District, its agencies, and its employees, including devising strategies for minimizing liability and defending them in civil actions.

INITIATIVE 1: Conduct an assessment of all cases that are more than five years old

The Civil Litigation Division (CLD) currently has twenty cases that have been pending in court for more than five years. Older cases can be challenging to defend when witnesses' memories fade, and they can be costly to the District if they are brought under fee-shifting statutes and opposing counsel is accruing attorney's fees. Division management will review each of these cases to determine why the cases remain pending and the appropriate next steps. This initiative will be considered successful if the Division conducts a review of all 20 cases by April 30, 2020.

Performance Assessment: Fully Achieved. Managers in the Civil Litigation Division reviewed all 20 of the Division's cases that were over five years old, met with the attorneys assigned to those cases, determined why the cases had been pending for more than five years, and developed an appropriate litigation strategy in each case.

INITIATIVE 2: Provide 30(b)(6) training to the Department of Transportation

CLD defends the Department of Transportation (DDOT) in a variety of common law tort actions related to the maintenance of the District's streets, sidewalks, signs, traffic signals, public space, and trees. DDOT employees often serve as corporate designees in depositions under Rule 30(b)(6) of both the Superior Court and Federal Rules of Civil Procedure. CLD will conduct training for DDOT's potential 30(b)(6) witnesses. The training will provide the witnesses with an overview of Rule 30(b)(6) and will discuss the agency's and witnesses' obligations as they prepare to testify on behalf of the District. This initiative will be considered successful if a training with DDOT employees is completed by September 30, 2020.

Performance Assessment: Fully Achieved. CLD conducted a 30(b)(6) training for DDOT employees on September 11, 2020. The attorneys who provided the training did so remotely due to the COVID-19 pandemic, and gave a PowerPoint presentation that explained the purpose of a 30(b)(6) deposition, a witness's obligation when preparing for a deposition, and practice tips on how to provide strong testimony. They answered questions from DDOT employees and provided the PowerPoint to the agency's Office of General Counsel, which was pleased with the presentation.

Commercial Division

The Commercial Division provides legal services and advice for many core governmental functions, including the procurement of goods and services, acquisition of real estate, support of economic development projects and government property management, the financing of government operations through the issuance of bonds, collection of taxes, and collection of debts from individuals and entities in bankruptcy. The Division also determines the legal sufficiency of major contracts and land dispositions, and provides legal advice in connection with land use and zoning issues. The Commercial Division seeks to provide legal support to District agencies to maximize and protect the District's commercial assets.

INITIATIVE 1: Government Contracts Section Practice Guide

The Commercial Division will develop a Government Contracts Section Practice Guide, which will provide practical guidance on all aspects of the Government Contracts Section's practice, including solicitation reviews, Council package reviews, protests, and appeals. This initiative will be considered successful if the practice guide is developed and adopted for use by September 30, 2020.

Performance Assessment: Fully Achieved. The Division successfully completed this initiative by developing a practice guide that addresses the Government Contracts Section's core functions: legal sufficiency reviews of Council contract packages, protests, and appeals. In addition, the practice guide includes common contract administration issues and agency-specific issues for critical agencies like DDOT and DGS. The practice guide will provide an overview for new attorneys to the Section and will help to ensure consistency for all attorneys in the Section.

INITIATIVE 2: Procurement training

The Commercial Division will provide at least five training sessions to the Office of Contracting and Procurement and other contracting agencies, including the Department of General Services, on various procurement topics, including legal sufficiency for Council packages, technical criteria and evaluation, and post-award debriefing. This initiative will be considered successful if five training sessions are provided by September 30, 2020.

Fully Achieved. The Division provided five training sessions, all of which were well-received, garnering expressions of gratitude and praise from the audiences.

- Refresher and Topics of Interest Concerning Contracts, Procurements & Council Packages (DGS)
- Legislative Basis for Contracting in the District of Columbia (DDOT)
- Protests (DDOT)
- Two presentations at 2019 OCP Procurement Symposium: What is Legal Sufficiency and Why is it Required?
- Two interactive presentations at OCP Procurement Training Institute: Debriefing.

INITIATIVE 3: Review and update template legal sufficiency documents

The Commercial Division will review template documents used by multiple agencies for technical and legal sufficiency reviews of contracts, easements, and covenants to update and conform the form language to current requirements. This initiative will be considered successful if at least 10 existing contract, easement, covenant or other template documents are revised and updated for the

agencies by September 30, 2020.

Performance Assessment: Partially Achieved. The Division revised and updated five templates for DCRA and DOEE, and assisted in updating the protocols for DOEE to be utilized for electronic execution and recording of covenants. Due to scheduling issues with DCRA and DOEE personnel, work continues on updating other covenants toward the goal of five additional updates.

INITIATIVE 4: Close old Tax Division cases

The Commercial Division will close all remaining Tax Year 2017 and earlier Tax Division cases. This initiative will be considered successful if all these three-plus year old cases are removed from the Tax Division's calendar prior to the end of the Tax Year 2020 filing season.

Performance Assessment: Partially Achieved. The Superior Court's Tax Division historically has failed to meet its standard of resolving 98% of all cases within three years of filing. In 2016, only 42% of cases were resolved within three years. Nevertheless, due to OTR's and OAG's diligent efforts, for FY19, 93% of cases were resolved within three years. After a significant push in FY20 to resolve these older cases (137 in total), only 19 active Tax Year 2017 cases remain.

INITIATIVE 5: Complete Zoning Regulation rulemakings

The Commercial Division will complete ten rulemakings to revise the text of the Zoning Regulations to improve the clarity and effectiveness of the regulations by September 30, 2020.

Performance Assessment: Fully Achieved. The Division exceeded this initiative, completing 15 text amendments (18-18, 12-08C, 19-15, 18-07, 19-11, 18-10, 19-26, 20-01, 19-14, 20-05, 20-07, 19-13, 20-04, 20-10, and 19-24).

INITIATIVE 6: Collection of surplus funds in judicial foreclosure cases

The Commercial Division will expand its efforts to collect surplus funds in judicial foreclosure cases to satisfy District liens on real property. This initiative will be considered successful if collections of surplus funds are accomplished on at least 10 foreclosure actions by September 30, 2020.

Performance Assessment: Partially Achieved. The Division collected surplus funds in five foreclosure actions, four actions remain in progress, and we continue to work with lenders' counsel to identify additional cases where the District is entitled to surplus funds. The Division has asked these attorneys to notify the District when surplus funds are available and has shared a single point of contact within the Division, which will streamline collections.

Family Services Division

The Family Services Division (FSD) works on behalf of the District's most vulnerable residents: abused and neglected children. The Division prosecutes civil child abuse and neglect cases and represents the Child and Family Services Agency (CFSA) in all stages of permanency planning, including proceeding to terminate parental rights when necessary. The Family Services Division seeks to provide quality representation to CFSA on child abuse and neglect cases.

INITIATIVE 1: Create a uniform style guide for FSD attorneys.

FSD attorneys submit written pleadings to a section chief for review and to an OSG attorney if there is an appellate issue. To ensure consistency in arguments as well as overall quality, FSD will develop a division-wide style guide. FSD will also ensure that its training materials include written instructions around discovery and litigating a successful case. This initiative will be considered successful if a style guide is developed and implemented by September 30, 2020.

Performance Assessment: Fully Achieved. FSD management created a style manual that was disseminated to all staff September 21, 2020. Managers are ensuring adherence to the style manual when reviewing pleadings and will incorporate compliance into FY21 performance reviews.

INITIATIVE 2: Provide training for Family Court judges.

Family Court judges assigned to juvenile, child support, domestic violence and domestic relations encounter child abuse and neglect issues; however, they do not routinely receive training from CFSA or FSD on child welfare specific issues. To ensure that the Court has knowledge of the life of a neglect case, FSD will arrange training for all the Family Court judges. This initiative will be successful if at least two trainings are provided for the judges by September 30, 2020.

Performance Assessment: Fully Achieved. FSD held trainings with the court on December 6, 2019; July 21, 2020; and September 11, 2020. Topics covered included new programs within CFSA aimed at addressing underlying behavior issues that lead parents to become involved with the child welfare, the Families First Prevention Services Act, and strategies to improve parental engagement.

Legal Counsel Division

The Legal Counsel Division (LCD) provides legal research and advice to the Attorney General, the Executive Office of the Mayor (EOM), District agencies, and the Council of the District of Columbia. In addition, the Legal Counsel Division determines the legal sufficiency of legislation, rulemakings, Mayor's Orders, inter-agency MOUs, and assists with drafting statutes and regulations for the EOM, OAG, and District agencies. The Division also prepares formal opinions, legal memoranda, legal advice letters, and Office Orders for the Attorney General and serves as an attorney-advisor to the Advisory Neighborhood Commissions. The Legal Counsel Division seeks to provide high quality legal advice to the Mayor, District agencies, and the Council about proposed legislation, rulemaking, ethics, and other government action.

INITIATIVE 1: Create a database of legislative histories for significant pre- and post-Home Rule legislation.

During FY20, LCD will coordinate with OSG, CLD, and other Divisions to locate and collect electronic copies of legislative histories for significant pre- and post-home rule legislation. Currently there is a significant gap in the Council's electronic database and OAG attorneys must spend significant time to locate legislative histories for older laws. By collecting the electronic copies that are already on individual attorney's U Drives, these valuable documents can be placed on the S Drive for all to access. This initiative will be considered successful if LCD posts the database to allow office wide access by July 31, 2020.

Performance Assessment: Fully Achieved. After obtaining materials from other divisions, LCD created and published the Legislative History Database on the OAG Intranet. The database contains materials more than over 60 District and Federal Laws as well as the complete library of Resolutions of the former District of Columbia Control Board. The database also contains scholarly materials on the use and sources of legislative history.

INITIATIVE 2: Complete indexing of LCD’s post-2014 opinions and produce a useable subject matter index for the Immediate Office.

LCD has created approximately 400 major legal opinions since the District’s transition to an elected Attorney General. LCD is in the process of creating subject matter tags to be added to the electronic copies of these opinions currently maintained in Relativity. The tagging project is about 20% complete. This initiative will be considered successful if LCD completes the tagging project and produces a useable index that can be accessed by the Immediate Office by September 30, 2020.

Performance Assessment: Fully Achieved. LCD produced and made available a database of more than 400 legal advice opinions with a subject matter index for use by the Immediate Office.

INITIATIVE 3: Conduct a training on Rulemaking issues and best practices for agency counsel and OAG employees.

The District’s Administrative Procedures Act dates to 1968. Many of its provisions are inconsistent with the federal APA or the more recently proposed 2010 Model APA. As such, there are recurring issues concerning what the District’s law requires, what are best practices, and what is required as a matter of policy set by Mayor and the Administrator of the Office of Documents. The initiative will be considered successful if LCD provides two such training sessions on current issues and best practices for rulemaking in the District by September 30, 2020.

Performance Assessment: Partially Achieved. LCD identified subject matter areas and recurring issues and developed a basic outline of the training. Training was placed on hold while litigation concerning some of the issues concluded in D.C. Superior Court. COVID-19 concerns placed a hold on the trainings. This initiative will be completed in FY21.

Office of the Solicitor General

The Office of the Solicitor General (OSG) manages the District’s civil and criminal appellate litigation and practices most frequently before the District of Columbia Court of Appeals, the United States Court of Appeals for the District of Columbia Circuit, and the Supreme Court of the United States. The docket includes appeals in a wide variety of civil, family, criminal, juvenile, tax, and administrative cases from trial courts and petitions for review from District agencies. OSG seeks to provide top-flight legal services in handling the District’s litigation in the appellate courts.

INITIATIVE 1: Conduct division-specific trainings for civil litigating divisions.

OSG has significant subject matter knowledge that it shares with trial divisions on a case-by-case basis. Based on conversations with trial division managers, OSG believes that it would be helpful to conduct division-specific trainings on issues that frequently arise, such as which arguments to

raise in a motion to dismiss versus a motion for summary judgment, preparing a summary judgment record, preserving objections for appeal, and post-trial briefing. This initiative will be considered successful if, by September 30, 2020, OSG conducts three division-specific trainings.

Performance Assessment: Fully Achieved. OSG conducted four trainings for the Family Services Division. Pamela Soncini and D.J. Stark led trainings on (1) child welfare case law for new attorneys (April 2020), (2) child welfare law for social workers (June 2020), and (3) the law of parental unfitness (August 2020). Loren AliKhan and Caroline Van Zile also conducted a training on (4) legal writing in child welfare proceedings (September 2020). In addition to these trainings for civil divisions, John Martorana conducted training on (5) Fourth, Fifth, and Sixth Amendment case law (January 2020), and (6) “Writing Trial Court Pleadings: Dos and Don’ts” (December 2019) for the Public Safety Division. But for the COVID-19 pandemic, OSG also would have conducted training on record building and issue preservation for additional trial divisions.

INITIATIVE 2: Transition Criminal/Juvenile trial-court pleading review to the Public Safety Division.

The attorneys in OSG’s Criminal and Juvenile Appeals Section have long assisted attorneys in the Public Safety Division (“PSD”) with legal drafting and training, including reviewing nearly all substantive trial pleadings before filing. Last year, OSG instituted a formal program for OSG-Criminal review of PSD-Criminal & Juvenile filings in order to train PSD lawyers and managers on issue-spotting, research, and writing, with the aim of standing up PSD supervisors to review their attorneys’ pleadings. This year, OSG will complete the transition of Criminal/Juvenile trial-court review to PSD, with OSG available to conduct trainings or consult on complex cases. This will ensure that PSD is self-sufficient and put OSG’s relationship with PSD on equal footing with other divisions. This initiative will be considered successful if, by September 30, 2020, OSG has transitioned the majority of Criminal/Juvenile trial-court pleading review to PSD.

Performance Assessment: Fully Achieved. OSG completed at least two additional trainings for PSD and fully transitioned review of trial court pleadings over to PSD supervisors and management as of March 2020. OSG has made itself available to consult on major cases and novel legal issues, including the prosecution of cases under the District’s residence-targeting statute, issues with the Insurrection Act, and litigation involving high-profile defendants.

INITIATIVE 3: Create rubrics for evaluating and giving in-depth feedback on briefs and oral arguments.

OSG attorneys have considerable appellate experience, but every lawyer has room for improvement. To this end, OSG will develop rubrics that focus on key components of brief-writing and oral argument, including organization, use of research, clarity of writing, quality of citations, and use of themes. We will also share these rubrics with trial divisions so that they can adjust and use them for professional development with their attorneys. This initiative will be considered successful if, by September 30, 2020, OSG has developed two rubrics—one for written advocacy and one for oral advocacy—and used them with at least five OSG attorneys.

Performance Assessment: Fully Achieved. OSG created rubrics for evaluating oral arguments and briefs. OSG leadership used the rubrics in a pilot program to evaluate three briefs and two arguments. Attorneys reported that the rubrics were particularly useful regarding oral argument,

since it is often difficult to get specific and structured feedback on oral presentation outside of OSG's moot court process.

INITIATIVE 4: Develop Excel case-tracker.

Most of the courts in which OSG practices have electronic filing, allowing OSG to leverage technology to stay abreast of developments in its approximately 500 open cases. Last year, OSG hired a tech-savvy case manager who has transformed our filing intake procedures. This year, he will focus on developing a case-tracking spreadsheet that will allow supervisors and the front office to access up-to-the-minute win/loss data, filing deadlines, and case summaries. This initiative will be considered successful if, by September 30, 2020, OSG has a working master case tracker.

Performance Assessment: Fully Achieved. By November 2019, OSG's case manager had engineered a highly specialized Excel tracker that encompasses all of OSG's active cases. The tracker contains win/loss data, filing deadlines, and case and opinion summaries. OSG uses this "master tracker" to generate monthly reports for the Immediate Office and to review filing data and productivity on a monthly basis.

Personnel, Labor and Employment Division

The Personnel, Labor and Employment Division (PLED) defends agencies in personnel-related matters such as suspensions, terminations for employee misconduct, and reductions in force. The Division also processes all discipline grievances and serves as OAG's chief negotiator on collective bargaining issues for the attorney's union. PLED seeks to defend and advise the District and its agencies in personnel matters and serve as OAG's labor counsel so as to minimize risk and liability for the District.

INITIATIVE 1: Substantially reduce reliance on paper files in 2020

The Personnel and Labor Relations Section will substantially reduce its paper case files. PLRS will propose standardized procedures to substantially reduce PLRS's reliance on paper files. Digitizing files will improve efficiency and save on the cost of paper. PLRS is unable to go completely paperless as many of the administrative tribunals in which PLRS lawyers practice do not accept electronic filing. However, PLRS will digitize existing hard-copy materials to eliminate the need for reliance on paper files and physical in-office storage. This initiative will be successful if the PLRS implements its paperless procedures by September 30, 2020.

Performance Assessment: Fully Achieved. The transition to telework required PLED to implement a temporary paperless procedure for electronic file access sooner than expected. In addition, PLED drafted formal written procedures for storing electronic files.

INITIATIVE 2: Conduct an assessment of all cases that are more than ten years old

PLRS currently has several cases that have been pending for more than 10 years. Given the several layers of appeals in administrative personnel cases and the length of time it takes a tribunal to rule, cases may linger longer than the parties desire. PLRS management will review each of these cases to determine why the cases remain pending and the appropriate next steps. This initiative will be considered successful if the Division conducts a review of all cases which have been pending for

10 years by July 30, 2020.

Substantially Achieved. PLED completed its review of cases greater than 10 years old by September 30, 2020. Currently, only three active cases in this category remain open. The review allowed PLED to close many cases for efficient matter management.

Public Advocacy Division

The Public Advocacy Division investigates and brings affirmative litigation in civil cases aimed at protecting the public interest. The Division prosecutes a wide range of cases, including cases seeking damages or injunctive relief for violations of the antitrust, consumer protection, environmental, anti-fraud, nonprofit, charities, housing, wage and labor, and other laws. The Division consists of three sections, the Public Integrity Section, the Social Justice Section, and the Office of Consumer Protection.

INITIATIVE 1: Develop an enforcement manual for use by PAD's Office of Consumer Protection and Social Justice Section.

PAD's Office of Consumer Protection and Social Justice Section regularly bring enforcement cases in the District's Superior Court of similar complexity under the District's consumer protection, wage and labor, and housing statutes. Many of these cases involve similar types of pre-suit investigations. To facilitate uniformity in the preparation and litigation of these civil enforcement matters, PAD will begin work to create an enforcement manual for the attorneys in these sections to use in connection with these enforcement matters in the Superior Court. The enforcement manual will include form subpoenas and discovery requests, as well as best practices for settlement. The enforcement manual will also collect case law on procedural issues that PAD has litigated in enforcement cases, along with form pleadings, protective orders and confidentiality agreements. This initiative will be considered successful if by September 30, 2020 PAD forms a committee to work on the manual, develops a detailed outline and first draft of the manual, and collects form documents for inclusion in the final manual.

Performance Assessment: Fully Achieved. During FY20, PAD formed a committee made up of senior management that developed and drafted an enforcement manual that covers PAD's pre-suit and post-litigation work. An online electronic library was also created, and form investigative materials and litigation documents have been collected into the library.

INITIATIVE 2: Draft and introduce amendments clarifying OAG's jurisdiction to enforce the District's Nonprofit Corporation Act.

PAD's Public Integrity Section is responsible for enforcing the District's Nonprofit Corporation Act to ensure that nonprofits formed under District law or operating the District function for a proper public benefit purpose. As PAD has increased its nonprofit enforcement work in recent years, it has a number of potential enhancements and clarifications to the Attorney General's enforcement powers under the statute. These clarifications and enhancements will ensure that PAD can properly investigate and bring enforcement actions against all nonprofit organizations with significant presences in the District. PAD will work with OAG's Office of Legislative Affairs to draft amendments to the District's Nonprofit Corporation Act to ensure that PAD has the proper statutory tools to bring these cases and to clarify any potentially problematic provisions concerning

the scope and reach of the statute. This initiative will be considered successful if by September 30, 2020 PAD works with Legislative Affairs to draft and introduce clarifying legislation during the fiscal year.

Performance Assessment: Fully Achieved. PAD worked during FY20 to identify a set of updates to the Nonprofit Corporation Act to enhance and clarify PAD's enforcement authority under the statute. PAD worked with the LCD to turn those updates into the text of a set of amendments and provided those to the Immediate Office to introduce to the Council as appropriate. The Immediate Office is reviewing these recommendations but was delayed on any introductions due to the legislative pile-up caused by the COVID-19 pandemic.

INITIATIVE 3: Develop and implement a targeted community engagement program.

A number of PAD's enforcement areas are newer areas of focus for the Office of the Attorney General, especially PAD's enforcement work in the areas of wage rights, environmental rights and housing rights. To ensure that District residents are aware of their rights in these areas and the enforcement resources at PAD's disposal, PAD will work with the Office of Community Engagement to design and schedule a series of targeted community events to inform District residents about their rights in the wage, environmental and housing arenas. These events will be staffed by PAD attorneys working in these respective areas. This initiative will be considered successful if by September 30, 2020 PAD works with Community Engagement to schedule and hold at least five such events during the fiscal year.

Performance Assessment: Fully Achieved. During FY20, PAD's Social Justice Section held at least 47 events designed to inform District residents, community groups or advocacy organizations about the District's housing, wage, and environmental laws. This included five Tele-Town halls held in March and April in conjunction with PAD's Office of Consumer Protection to inform various groups of District residents about working, housing, and consumer issues related to the COVID-19 pandemic.

Public Interest Division

The Public Interest Division (PID) includes four sections. The Civil Enforcement Section initiates litigation to enforce District regulations, permits, and certifications, and to collect debts owed to the District of Columbia. The Civil Rights Section enforces the District's civil rights protections and fights large-scale discriminatory practices that stand in the way of opportunities for District residents and workers. The Elder Justice Section protects the District's elders and vulnerable adults from financial exploitation by seeking fines and temporary or permanent injunctions against bad actors through civil enforcement of the Criminal Abuse, Neglect and Financial Exploitation of Vulnerable Adults and the Elderly Act. The Equity Section defends lawsuits that challenge agency regulations, practices and procedures or allege constitutional violations.

INITIATIVE 1 (Division-wide): The Division will create individualized training plans for each employee.

The Division will institute a training plan for each attorney, paralegal, investigator, and administrative support person, based on each person's skills and goals, as well as the needs of each Section. This initiative will be successful if each employee in the division has an approved

individual training plan in place by September 30, 2020.

Performance Assessment: Fully Achieved. The Division created an individualized training plan for each employee in the Division.

INITIATIVE 2 (Civil Enforcement Section): CES will update its Practice Manual.

CES will update its Practice Manual to include templates of commonly filed documents, such as administrative notices, complaints, and civil forfeiture petitions. This initiative will be successful if the Section completes the updated Manual by September 30, 2020.

Performance Assessment: Fully Achieved. CES updated templates of commonly filed documents for its Practice Manual.

INITIATIVE 3 (Civil Enforcement Section): CES will implement electronic case management.

CES will complete the next phase of the Paperless Initiative and ensure that all open case files are stored electronically in OAG's case management database. All open cases that subsequently close will likewise be stored electronically in Prolaw or Abacus. This initiative will be successful if by September 30, 2020, all open CES case files are stored electronically.

Performance Assessment: Fully Achieved. CES moved all open case files to electronic case management.

INITIATIVE 4 (Civil Rights Section): CRS will create a Civil Rights Practice Manual.

The Section will create a Civil Rights Practice Manual. The manual will serve as a resource for all Section members. This initiative will be considered successful if the Section completes the manual by September 30, 2020.

Performance Assessment: Fully Achieved. CRS compiled a Practice Manual of resources, guidance materials and commonly filed documents.

INITIATIVE 5 (Elder Justice Section): EJS will develop and implement an outreach campaign to inform the public about EJS and elder abuse resources at OAG.

This initiative will be successful if by September 30, 2020, EJS has participated in outreach events in all 8 Wards, and EJS has implemented a system for providing regular updates to OAG leadership about upcoming outreach events.

Performance Assessment: Fully Achieved. EJS participated in more than 30 community outreach and events and presentations across the District, reaching all eight wards, including virtual events during the Covid-19 pandemic that reached more than 2,000 participants. EJS coordinates regularly with OAG leadership and communications on outreach events.

INITIATIVE 6 (Elder Justice Section): EJS personnel will participate in substantive legal training in areas relevant to financial exploitation cases.

EJS personnel will participate in trainings relevant to financial exploitation cases. This initiative will be considered successful if, by September 30, 2020, all EJS personnel have received training

in (a) rights and responsibilities of surrogate decision-makers, (b) homeownership, rental housing, and real property, and (c) intervention proceedings and probate.

Performance Assessment: Fully Achieved. All EJS personnel received training on the identified topics during FY20.

INITIATIVE 7 (Equity Section): Strengthen collaboration and litigation strategy with five primary client agencies through outreach.

The Equity Section will strengthen collaboration and litigation strategy through outreach with five primary client agencies that it most frequently represents: the Metropolitan Police Department, Department of Human Services, Department of Health Care Finance, Department of Behavioral Health, and Department of Corrections. The Section will meet and collaborate with these client agencies to discuss ongoing and imminent litigation, improve best practices for discovery, and conduct trainings on specific subject areas, including guidance on issues involving the attorney-client and deliberative process privileges and the Freedom of Information Act. This outreach will strengthen the relationship and improve collaboration between the Section and client agencies, while enabling the Division to better serve District residents. This initiative will be successful if the Equity Section conducts substantive meetings and outreach with the five client agencies by September 30, 2020.

Performance Assessment: Fully Achieved. The Equity Section conducted meetings as described with all five major client agencies.

Public Safety Division

The Public Safety Division (PSD) initiates legal claims (both criminal and civil) to protect the public and seek restitution regarding a diverse array of public safety issues. The Division prosecutes all juvenile offenses and certain misdemeanor adult offenses, represents survivors of domestic violence in securing protection orders and monitoring compliance with such orders, represents the District's interests in providing appropriate mental health services to those who are a danger to themselves or to the community, and protects neighborhoods through the prosecution of various nuisance property offenses. PSD seeks to promote public safety by earnestly and vigorously prosecuting crimes within OAG's jurisdiction and engaging victims, offenders, communities, and other stakeholders to prevent crime and other public nuisances. Finally, PSD advises the Attorney General and the Council regarding criminal justice reform and implements innovative alternatives to traditional prosecution, including restorative justice and truancy-prevention programs.

INITIATIVE 1: Begin Pre-Charge Diversion Program for first-time offenders of public nuisance and less-serious traffic offenses.

The Office of the Attorney General ("OAG") for the District of Columbia recognizes the impact that criminal records have on a person's ability to gain employment, housing, and other District benefits. In FY20, OAG will develop and implement a Pre-charge Diversion Program ("PDP") for those individuals with no prior criminal history and who are arrested for less serious public nuisance and traffic offenses. Individuals eligible for a PDP will have an opportunity, when they appear on their court citation date, to enter into a written agreement with OAG. The agreement

will have certain conditions a person must meet for a specified amount of time to avoid formal charges. Examples of conditions may include community service, getting a driver's license reinstated, and staying away from certain areas of the District. If the arrested person successfully completes the agreement, OAG will not file charges and will consent to seal the arrest record and waive the waiting period if a motion to seal is filed. This initiative will be considered successful if OAG is able to initiate the PDP with the Superior Court for the District of Columbia and have 20 agreements executed in FY20. This initiative will be successful if the program is fully implemented by September 30, 2020.

Performance Assessment: Partially Successful. PSD successfully launched and fully implemented PDP. PSD entered into 10 PDP agreements between February 25 and March 14 and was thus on pace to meet the goal of 20 agreements until the COVID-19 pandemic struck and essentially shut down normal court operations.

INITIATIVE 2: Evaluate the Restorative Justice Program.

The Restorative Justice Section will create and conduct an effective survey evaluation of restorative justice to gauge participant satisfaction and procedural fairness with the OAG Restorative Justice Program. This evaluation will build upon existing post-conference evaluation surveys done for every case. The additional survey component will entail telephone calls several months after the completion of the Restorative Justice Conference. A newly hired legal assistant is tasked with manually pulling juvenile contact information for each youth who has completed the restorative justice process along with a comparison group of similarly situated youth. With the help of OAG's Senior Data Analyst and outside research partners, OAG will complete a thorough recidivism analysis. This initiative will be considered successful if the survey instrument is validated by outside researchers and reaches 60% of program participants by September 30, 2020.

Performance Assessment: Fully Achieved. PSD has achieved the goal of evaluating the Restorative Justice Program. In FY20, PSD hired a legal assistant and a law clerk who did extensive research on victim satisfaction surveys utilized for restorative justice programs. After analyzing several different options for length and effectiveness, PSD chose to implement the Victim Satisfaction with Offender Dialogue Scale ("VSOD") survey instrument. This survey tool was validated in 2003 in the International Review of Victimology journal. PSD made slight, technical edits to the survey instrument and created a second version in Spanish. In November 2019, the legal assistant began to administer the instrument. To maintain methodological rigor, the legal assistant did not participate in Restorative Justice case rounds to avoid bias in her interviews with victims. Additionally, she implemented the survey using best practices of survey administration, including asking the questions the same way to each participant, gaining permission from a guardian before speaking to a minor, and attempting to contact each participant the same number of times before moving to the next one. The legal assistant went through the backlog of all cases from the beginning of the program by January 2020. Subsequently, she began to contact victims approximately 6 months after the restorative justice conference—the recommended amount of time to wait before the survey. Given the lag time between conference and survey, the survey has had approximately a 50% response rate. Of those contacted, the survey results show satisfaction rates in the 85% to 90% range, with victims indicating satisfaction with the process and likelihood to recommend the process to a friend.

OAG's Senior Data Analyst also conducted a recidivism analysis of youth who participated in the restorative justice program compared to those charged with similar offenses between the time period of June 2017 and June 2019. Conclusive results require at least a year to show recidivism outcomes; the analysis is thus preliminary. These early results show an approximate 15% recidivism reduction using restorative justice.

INITIATIVE 3: Educate local and national communities on the Restorative Justice Program.

The Restorative Justice Section will educate the public about the Restorative Justice Program and increase transparency about its outcomes and value to the justice system. This initiative will be considered successful if Restorative Justice Section staff participates in at least five educational forums speaking about restorative justice with District community members, criminal justice stakeholders, or the national restorative justice community by September 30, 2020.

Performance Assessment: Fully Achieved. Restorative Justice Section staff have provided extensive training and education on Restorative Justice locally and nationally. OAG's RJ Coordinator has spoken several times about Restorative Justice at local and national events. For instance, the National Law Enforcement Museum held a panel on RJ in February 2020 at which the coordinator spoke. Staff also helped train restorative justice practitioners in New York City about victim-centered restorative justice. The RJ team has also spoken to high school groups, a church group, and international delegations (Japan and Kenya) about restorative justice. And, various team members have helped train new OAG staff about RJ. Section Chief Seema Gajwani has spoken over 50 times about Restorative Justice to various audiences, including college and law school classes, the GWU Law School faculty and student body, several groups of stakeholders from prosecutors' offices and counties across the country, and coalitions of progressive mayors and law enforcement trade associations. Most prominently, Ms. Gajwani spoke to more than 800 people in Seattle last fall for the Annie E Casey Foundation's opening session of its bi-annual juvenile justice reform convention.

INITIATIVE 4: Implement a Prevention Model of the Abating Truancy Through Engagement and Negotiated Dialogue ("ATTEND") Mediation Program.

In FY2018, OAG launched the ATTEND Mediation Program in an attempt to create a diversion program that better serves the needs of parents who are subject to prosecution for failing to send their children to school. Over the past two fiscal years, OAG has worked closely with the District of Columbia Superior Court and other stakeholders to develop a pre-papering mediation program that mediates cases in a neutral environment and link the parents to appropriate community-based services. The program goal was to help youth and their families address the underlying issues causing the chronic absenteeism, while minimizing the likelihood of repeat referrals, and giving parents the opportunity to avoid a criminal record. OAG fully achieved its performance measures by referring 152 families to the program in the first months of 2018. ATTEND successfully resulted in 100% agreements being reached. In fiscal year 2020, OAG will shift the ATTEND Mediation Program to a prevention model by offering schools this tool prior to the school's mandated referral of parents for suspected educational neglect of their child who has reached 10 days unexcused absences and is deemed chronically truant. This initiative will be considered successful if OAG assists with 10 referrals for mediation in ATTEND by September 30, 2020.

Performance Assessment: Fully Achieved. In December 2019, OAG partnered with DCPS to

bring a truancy prevention model of the ATTEND Program to Turner Elementary School in Ward 8. Turner referred parents with children who were alleged to have accumulated at least seven unexcused absences to the mediation program for intensive case management through linkages to community-based services. Additionally, ATTEND expanded its model to include monthly parent engagement sessions. In March 2020, OAG expanded this new model to Patterson Elementary School. DCPS closed schools around March 16, 2020 due to the COVID-19 pandemic. Before closure, the ATTEND Program at both schools maintained a 100% mediation agreement reached rate. After the schools closed, the ATTEND Program shifted from in person mediations with post-mediation 90-day case management to full service intensive case management efforts. These efforts ranged from food purchase and delivery to legal assistance with housing issues and relocation through the end of FY20. OAG has served 52 families in these two schools.

INITIATIVE 5: Increase Education on Elder Financial Exploitation.

OAG has recently strengthened its efforts to combat elder abuse. The Public Safety Division (“PSD”) works closely with the Public Interest Division in overlapping cases as the office implements D.C. Code §§ 22-937 and 22-938 to hold those who exploit seniors and vulnerable adults accountable. In October 2018, PSD hired an elder abuse prosecutor and an elder abuse investigator. The elder abuse prosecutor and investigator have developed procedures for criminal investigations; established productive relationships with the Adult Protective Services (“APS”), the Metropolitan Police Department, the United States Attorney’s Office, and the Montgomery County Elder Abuse Task Force; and have investigated several referrals, including presentment before the Grand Jury. It is important to educate other agencies on the work that OAG is doing, so that they are aware of potential financial exploitation of elderly and vulnerable adults and refer cases to APS or OAG for further investigation on of potential violations. Additionally, it is important to educate the aging population so that they are area of OAG’s efforts if they are abused and to prevent any abuse from occurring. Therefore, OAG will participate in educating District government agencies and the public of OAG’s efforts to hold violators accountable and increase prevention of abuse. This initiative will be considered successful if OAG participates in five educational forums speaking about Elder Financial Exploitation by September 30, 2020.

Performance Assessment: Fully Achieved. OAG participated in the following events to educate the public regarding elder financial exploitation:

- November 21, 2019: Presentation on elder financial exploitation to the U.S. Attorney for the District of Columbia’s monthly Law Enforcement Taskforce attended by senior leaders from law enforcement throughout the District.
- December 12, 2019: Presentation for the D.C. Bar Estates, Trusts & Probate Law Community Lunch Series on Elder Financial Exploitation Laws in D.C. and What They Mean for Trusts/Estates/Probate Attorneys.
- March 30, 2020: Tele-Townhall with AARP regarding COVID Fraud affecting seniors.
- April: Mayor’s daily press conference regarding COVID-19 and its effect on the elderly.
- July 29, 2020: Panel as part of the Probate Court's training for the court’s new fiduciary panel members who serve as attorneys, guardians, conservators, and guardians ad litem for vulnerable adults being abused, neglected, or exploited.
- September 9, 2020: Public panel on financial exploitation.

- September 10, 2020: D.C. Bar Aging & the Law Institute offered for all attorneys who work with the aging community.
- September 24 and 29, 2020: Training on financial exploitation for social workers at the Department of Behavioral Health

INITIATIVE 6: Increase youth access to mental health services and education.

PSD will increase access to mental health services for District youth through 1) an ongoing collaboration with the D.C. Department of Behavioral Health (“DBH”), and 2) the implementation of a school-based, community service program focused on reducing the stigma of mental illness. The Mental Health Section (“MHS”), as well as PSD deputies, will meet regularly with DBH administrators to plan the implementation of a robust system of mental health services for District youth. Additionally, MHS will develop a school-based program focused on reducing the stigma of mental illness. Through workshops and presentations, MHS will assist youth in recognizing symptoms of mental illness and will discuss the resources available for mental health treatment. This initiative will be considered successful if at least two meetings take place with DBH, as well as two mental health presentations or workshops at one or more District schools, by September 30, 2020.

Performance Assessment: Partially Achieved. Multiple meetings and discussions about a mental health initiative took place with DCPS’ middle and elementary schools. PSD decided, however, to refocus efforts on colleges as opposed to public schools. Unfortunately, due to the pandemic our efforts to have workshops with these institutions have been severely hampered. PSD has made efforts to reach out to American University and Howard University, but scheduling challenges because of the pandemic have thwarted the presentations or workshops.

INITIATIVE 7: Begin self-care program and build upon PSD’s commitment to community engagement.

OAG employees in PSD are confronted with emotionally challenging cases every day. They are exposed to violent criminal incidents and traumatized victims and family members regularly. The employees are expected to always act in a professional manner and provide support and guidance for different stakeholders in the justice system. OAG will provide at least two training opportunities for PSD employees that focus on self-care by September 30, 2020. Furthermore, PSD will participate in at least two Division-wide community engagement activities by September 30, 2020 to support and foster camaraderie and a sense of common purpose in PSD. This initiative will be considered successful if two training opportunities are provided to PSD employees and there are two Division-wide community engagement activities by September 2020.

Performance Assessment: Partially Achieved. In December 2019, PSD employees participated in a two-day training opportunity offered by the International Association for Human Values, called the SKY Meditation Program. SKY Meditation seeks to teach participants breathing techniques to reduce stress, build self-awareness and resiliency and reduce the impact of negative emotions. The program promises improved health and wellness for its participants. About 40 members of PSD’s team joined over two days to learn the breathing techniques and participate in team building exercises. Overall, the training was successful, and many team members participated in one of three follow-up sessions after the training was completed. PSD had plans to participate in several community building/volunteer activities in FY20: (1) volunteering in the I Belong Here!

Program at Sousa Middle School and (2) six volunteer programs were scheduled for the PSD team with the ATTEND Program at Turner ES and Patterson ES between March and June 2020. Unfortunately, all school-based volunteer opportunities were cancelled when DCPS transitioned to virtual learning in March 2020.

Support Services Division

The Support Services Division (SSD) provides the staff, technology, logistics, and customer service support that enables the rest of OAG to provide high-level legal services to the District. SSD's Procurement Unit is responsible for processing and approving all requests for good/services to enable OAG to fulfill its mission. SSD seeks to provide exemplary operational and logistical support to OAG divisions.

INITIATIVE 1: Develop effective statement of work and proposal evaluation training materials.

SSD's procurement unit will develop a training presentation and templates to assist OAG program staff in preparing effective statements of work and to evaluate proposals. This initiative will be considered successful if the contract staff has provided detailed training materials and posted the training and templates on OAG's intranet website for use by program staff by September 30, 2020.

Performance Assessment: Fully achieved. The Procurement Unit developed PowerPoint presentations and templates to assist OAG program staff in preparing effective statements of work and in evaluation of proposals. When the agency Learning Management System is implemented, the training presentations will be electronically available to OAG employees and can be assigned for completion to specific agency employees responsible for preparing statements of work.

INITIATIVE 2: Finalize agency amended records retention policy and collaborate with legal divisions to archive or destroy eligible records.

SSD will collaborate with OAG divisions to amend its record retention guidelines for approval by the D.C. Office of the Secretary and train agency staff on their responsibility and the process for preparing closed legal records for transmittal to the Federal Records Center or destruction of eligible records. SSD will also consult IT to determine whether technological tools that can assist in the rational retention of electronic records exist. The records retention policy will include clear guidelines on time frames for determining where documents should go and ensuring that they are properly filed. This initiative will be considered successful if by September 30, 2020 the new records retention policy is proposed to the Office of the Secretary and OAG divisions archive or destroy eligible records.

Performance Assessment: Substantially achieved. SSD's Operations Section collaborated with each of the divisions to assist them in creating a comprehensive update to the existing records retention schedule and reducing in house records for destruction or transfer by doing the following:

1. Provided a records management overview training for each division: In December 2019, training sessions were held and presented to representatives of each division. This training outlined the overall records management process, described how to prepare eligible records for offsite transfer or destruction, reviewed each division's current retention schedule to

provide guidance on submitting a substantive update, and discussed the status of physical files.

2. Created a collaborative digital records retention repository: The Operations Section aggregated all associated records management documents in a central repository on Box as well and a master file reduction schedule to ensure that divisions timely met the predetermined deadlines for retention schedule review and file reduction ahead of the agency move to 400 6th Street.
3. Reviewed and assessed the status of agency records: The Operations Section reviewed the status of all the physical records in the space and provided a written assessment to each division of their physical records and approximate reduction amounts to be completed 30 days before the agency move date.
4. Conducted follow up meetings with each division: The Operations Section was able to overcome COVID-19 physical limitations and conducted three follow up meetings with each division prior to their scheduled move date. The Section worked with the IT and Practice Administration and Technology to produce alternatives to digitally retaining records before the physical destruction or offsite transfer.

Due to COVID-19 and the physical distancing restrictions, we were unable to complete the physical transfer of records to archive because the Federal Records Center is closed and not accepting records.

INITIATIVE 3: Provide case-focused, enhanced investigative services on matters within the Public Safety Division.

SSD investigators will provide on-scene assistance to assistant attorneys general in the field including gathering information, taking photographs, of scenes and interviewing potential witnesses. SSD investigators will provide truancy investigations to locate missing parents/guardians and students under the mediation ATTEND program. This initiative will be considered successful if by September 30, 2020 90% of requests for enhanced investigative services are completed within one week of the request.

Performance Assessment: Fully achieved. The Investigations Section fulfilled its goal of providing on-scene assistance to assistant attorneys general within one week of the request. Due to COVID-19, the volume of requests were lower than originally anticipated given the initial stay-at-home order and maximal telework. The Investigations Section also conducted truancy investigations to support the ATTEND program and devised creative methods for doing so, using technology, given the limitation on in-person contact.

FY 2021 PERFORMANCE PLAN

Office of the Attorney General

MISSION

The Office of the Attorney General (OAG) is the chief legal office of the District of Columbia. OAG enforces the laws of the District and promotes the public interest. OAG's mission is to provide the District government with the highest level of legal advice and service, and to promote the interests of District residents. OAG seeks to be the nation's premier public law office.

SUMMARY OF SERVICES

OAG is responsible for conducting the District's legal business in a manner that is in the public interest. The Attorney General is the chief legal officer of the District of Columbia. The Attorney General's opinions on legal questions have the force of law unless overruled by a court or legislatively by the District of Columbia Council. OAG represents the District in virtually all civil litigation and represents the District in a variety of administrative hearings and other proceedings. OAG prosecutes juvenile and certain criminal offenses on the District's behalf, using evidence-based practices to increase public safety and support youth back onto successful life paths. OAG advises the Executive Office of the Mayor, the Council of the District of Columbia, the District of Columbia Courts, and various boards and commissions. OAG also reviews legislation, regulations, land dispositions, and contracts for legal sufficiency to ensure the legality of the government's actions. OAG provides legal and litigation support in procurement, tax and finance, bankruptcy, land use, and public works. The Office advocates on behalf of children by seeking to establish parentage and create an opportunity for financial stability as well as intervening on behalf of abused and neglected children when their safety and wellbeing is at risk. OAG also takes legal action to protect and promote the public interest. This includes protecting children, seniors, and developmentally disabled adults, bringing affirmative litigation to promote the interests of District consumers, taxpayers, tenants, and workers, and enforcing the District's consumer protection, civil rights, antitrust, false claims, elder financial exploitation, and environmental laws, among others. All told, the Attorney General supervises the legal work of about 310 attorneys and an additional 350 administrative and professional staff.

PERFORMANCE PLAN DIVISIONS AND OFFICES

The purpose of the yearly performance plan is to ensure that each year, the agency evaluates its progress, reflects on its goals, and sets out a path for improvement that can be referenced throughout the year. In this Performance Plan, each of OAG's offices and divisions set forth initiatives that will help them better achieve their specific missions. Unless otherwise specified, the deadline for each initiative is the end of the fiscal year (September 30, 2021). This year's plan includes initiatives for the following offices and divisions:

- Immediate Office
- Child Support Services Division
- Civil Litigation Division
- Commercial Division
- Family Services Division

- Legal Counsel Division
- Office of the Solicitor General
- Personnel, Labor and Employment Division
- Public Advocacy Division
- Public Interest Division
- Public Safety Division
- Support Services Division

Immediate Office

The Immediate Office sets the direction for OAG. This includes ensuring that the agency provides high quality legal services to the District government, communicating and engaging with the public, and setting OAG’s policy priorities. The Immediate Office seeks to build a best-in-class public law office.

INITIATIVE 1: Increase Accessibility to OAG Resources (Communications and Community Engagement).

In FY21, the Immediate Office’s Office of Communications and Office of Community Engagement will work in partnership to enhance OAG’s online presence and community programming and engagement to increase accessibility to OAG resources and events for District residents, with a particular focus on the District’s most vulnerable residents, and to identify and reach new stakeholders and populations.

INITIATIVE 1.1: Upgrade website navigation, accessibility, and content.

OAG will make upgrades to its website to ensure users can more easily access resources, information, and community event information. OAG will conduct user testing to determine necessary changes to the navigation and content display on the website, commence revisions to content to ensure it is plain language, and ensure online content is more accessible to people with disabilities. This initiative will be successful if OAG makes content and navigability improvements to high-traffic areas of the website by September 30, 2021.

INITIATIVE 1.2: Migrate Child Support Services Division website.

OAG will migrate the Child Support Services Division (CSSD) website to OAG’s website and wrap the website in the design template of the main OAG site. This initiative will be successful if the current CSSD website currently on dc.gov is migrated to oag.dc.gov by September 30, 2021.

INITIATIVE 1.3: Enhance consumer complaint experience.

OAG will enhance the user experience with the OAG consumer complaint form and function (e.g., improvements to complaint form usability on mobile, SMS capability). OAG will also work with user interface experts to update the language of the consumer complaint form to make it more user friendly. This initiative will be successful if OAG upgrades its consumer complaint form by September 30, 2021.

INITIATIVE 1.4: Expand education and training opportunities for Advisory Neighborhood Commissions (ANCs) and Commissioners.

OAG will bring its annual ANC training online and extend offerings to include additional

topics of interest and presentations from OAG attorneys and District government partners. OAG will create new education and training opportunities, featuring OAG experts, for Commissioners at monthly ANC meetings throughout the year. This initiative will be successful if OAG produces a virtual ANC training series by September 30, 2021.

INITIATIVE 1.5: Build strong relationships with agency partners.

OAG will audit constituent services feedback and identify the top three District government agencies to which OAG refers residents. OAG will then connect with these agencies to explore opportunities to partner and develop outreach activities that support District residents. This initiative will be successful if OAG builds a community-based initiative or campaign with the top three identified agencies by September 30, 2021.

INITIATIVE 2: Expand OAG’s Public Safety Data Portal to include juvenile public safety data.

OAG is committed to transparency and accountability, particularly with respect to its public safety work. In this vein, OAG is developing an interactive public safety data portal to provide prosecutorial data to the public. OAG is currently working to expand the data on the portal to include juvenile public safety data. The portal will include various graphs and tables that will provide general information about trends and patterns, and OAG will ensure compliance with all juvenile confidentiality laws. OAG will also make efforts to share publicly accessible data with partners like the Criminal Justice Coordinating Council and Office of the Chief Technology Officer. The initiative will be successful if OAG expands its public safety data portal to include juvenile public safety data by September 30, 2021.

INITIATIVE 3: Update, streamline, and automate all OAG position descriptions and create an annual training and tracking process to ensure all position descriptions are accurate (Human Resources).

OAG’s Human Resources team will comprehensively review and update all job descriptions to ensure that they are updated and accurate and place them in an accessible database. Additionally, as a part of a learning platform, OAG will design, develop, and launch an online training for supervisors and management. This course will provide position description and vacancy announcement training that will set forth instructions to ensure clear understanding of the elements of a position description, its role and function, and how it differs from a job description and vacancy announcement.

Additionally, OAG will implement a tracking system to ensure that all managers review position descriptions on an annual basis to reflect the current duties of each role. Employees will have access to their updated position descriptions, and new hires will receive a copy of their position description on the first day of employment. This initiative will be successful if, by September 30, 2021, all position descriptions are housed within the database; all managers receive training on how to access position descriptions; and any changes to position descriptions flow through the agency’s classifier.

INITIATIVE 4: Launch DCCSES court module, which is used by Family Court and child support legal staff, to fully digitize hearing documents (Information Technology).

Currently, all family court documents are a combination of paper copies and pdfs. DCSSSES Legal will seamlessly generate digital documents used by court and CSSD legal staff—which ultimately will be utilized by custodial and noncustodial parents. This initiative will be successful if DCSSSES is completed and launched by the second quarter of 2021.

Child Support Services Division

CSSD assists families in the District with locating absent parents, establishing paternity, establishing orders for monetary and medical support, collecting ongoing support, and enforcing delinquent child-support orders. CSSD seeks to ensure that District children receive the financial support to which they are legally entitled.

INITIATIVE 1: Undertake a pilot program to examine the efficacy of an integrated case management approach for the child support caseload.

The current child support case management approach provides services in a model that is largely segmented based on case stage—that is, case initiation, order establishment, order enforcement, etc. While such specialization permits staff members to become versed in a specific program area, it can impede cross-functional training and communication, which unintentionally can limit program results, customer service, and staff opportunities.

In FY21, CSSD will begin a pilot program to examine the efficacy of an integrated case management approach to the child support caseload. This pilot will involve a team of staff members from the various case-management units working together to follow a set of cases from application for services through case closure. While staff will continue to work within their primary case-stage focus areas, they will cross-train and collaborate with one another. This initiative will be successful if, by September 30, 2021, the pilot program has operated for at least six months and has generated enough data to make an initial informed decision regarding pilot continuation or program expansion.

INITIATIVE 2: Expand early intervention activity with CSSD customers.

Jurisdictions across the country have found that engaging with both custodial and noncustodial parents early and often produces positive results for case processing, program performance, and, ultimately, the level of support flowing to children and families. Proactive engagement activities keep the customers apprised of case status, help acquaint them with a process that often is foreign, and permit the child support agency to address challenge areas with customers before issues become insurmountable. Proactive engagement also tends to lessen case delays and customer frustration, which improves not only agency performance but also the public's perception and confidence in the agency. For these reasons, CSSD will begin an initiative to expand early intervention activity throughout the life of a case. This initiative will be successful if, by September 30, 2021, CSSD has developed an early intervention toolkit, with strategies for each case stage, and has begun its implementation.

Civil Litigation Division

The Civil Litigation Division (CLD) represents the District, its agencies, and its employees in civil actions brought in the Superior Court of the District of Columbia and the United States District Court for the District of Columbia that primarily seek monetary damages. CLD seeks to provide sound counsel to the District, its agencies, and its employees, including devising strategies for minimizing liability and defending them in civil actions.

INITIATIVE 1: Go paperless in 2021.

CLD will operate without paper case files and reduce paper use in all areas. A committee of CLD managers, line attorneys, paralegals, and administrative professionals will propose standardized procedures to eliminate the Division's reliance on paper files. Going paperless will improve

efficiency within the Division, result in cost savings, and be environmentally friendly. The initiative will be successful if the Division implements its paperless procedures by September 30, 2021.

INITIATIVE 2: Establish the monetary value of a 13-month line attorney position in FY21.

The Council provided an enhancement position for an attorney through one-time funding. CLD used that funding to hire a qualified attorney for a term position. CLD will track all of the cases handled by the attorney in that position to quantify the amount of money the additional position saved for the District. The initiative will be successful if the Division tracks the amount of monetary liability avoided by the addition of this term attorney by September 30, 2021.

Commercial Division

The Commercial Division provides legal services and advice for many core governmental functions, including the procurement of goods and services, the acquisition of real estate, the support of economic development projects, government property management, the financing of government operations through the issuance of bonds, the collection of taxes, and the collection of debts from individuals and entities in bankruptcy. The Division also determines the legal sufficiency of major contracts and land dispositions. The Commercial Division seeks to provide legal support to District agencies to maximize and protect the District's commercial assets.

INITIATIVE 1: Identify potentially problematic zoning regulations.

The Commercial Division will research and produce a list of the variances and special exceptions granted by the Board of Zoning Adjustment between October 2020 and July 2021 and identify problematic sections of the zoning regulations from which relief is often granted. This initiative will be successful if 90% of all variances and special exceptions granted have been analyzed and problematic sections of the zoning regulations identified by September 30, 2021.

INITIATIVE 2: Resolve real property tax assessment appeals.

The Commercial Division will resolve 50% of the 270 real property tax assessment appeal petitions filed where the difference in value is \$10 million or less. This initiative will be successful if 50% of the real property tax appeal petitions filed for Tax Year 2021 assessments have been resolved by September 30, 2021.

INITIATIVE 3: Develop rulemaking in conjunction with Recorder of Deeds.

In conjunction with the Recorder of Deeds (ROD) and her attorneys at the Office of Tax and Revenue (OTR), OAG will develop and publish a rulemaking requiring that, for transactions consisting of a termination of a ground lease and simultaneous transfer of a fee interest, an appraisal be obtained and submitted to ROD showing the relative values of the ground leasehold interest being terminated and the fee interest being conveyed. This will allow proper allocation between the two transactions where the applicant is seeking exemption from taxation for the portion of the consideration applicable to the leasehold interest being terminated. This initiative will be successful if a final rulemaking is issued by September 30, 2021.

Family Services Division

The Family Services Division (FSD) works on behalf of the District's most vulnerable residents: abused and neglected children. The Division prosecutes civil child abuse and neglect cases and

represents the Child and Family Services Agency (CFSA) in all stages of permanency planning, including proceeding to terminate parental rights when necessary. FSD seeks to provide quality representation to CFSA on child abuse and neglect cases.

INITIATIVE 1: FSD will develop a motions bank that contains sample pleadings on legal issues that arise in child welfare cases.

The pleadings will be developed by FSD's appellate attorney and approved by all managers to ensure adherence to the style manual and overall practice. This initiative will ensure consistency of practice of the written work submitted by FSD's attorneys and will be successful if samples for at least 10 legal issues are created by September 30, 2021.

INITIATIVE 2: FSD will work with leadership of the Family Court and opposing counsel to develop specific timelines for moving cases to permanency.

The workgroup will address motions practice for guardianship and adoption as well as timelines for findings of fact and final orders. This initiative will be successful if a workgroup is convened by April 2021 with recommendations finalized by September 30, 2021.

Legal Counsel Division

The Legal Counsel Division (LCD) provides legal research and advice to the Attorney General, the Executive Office of the Mayor (EOM), District agencies, and the Council of the District of Columbia. In addition, LCD determines the legal sufficiency of legislation, rulemakings, Mayor's Orders, inter-agency MOUs and assists with drafting statutes and regulations for the EOM, OAG, and District agencies. The Division also prepares formal opinions, legal memoranda, legal advice letters, and Office Orders for the Attorney General and serves as an attorney-advisor to the Advisory Neighborhood Commissions. LCD seeks to provide high-quality legal advice to the Mayor, District agencies, and the Council about proposed legislation, rulemaking, ethics, and other government action.

INITIATIVE 1: Arrange for LCD participation on District of Columbia Bar training panels to provide guidance to the local legal community and to raise the profile of OAG and LCD.

LCD has routinely provided in-house and intergovernmental training on legislative, regulatory, appropriations, and ethics issues. LCD will contact the District of Columbia Bar to identify how LCD specifically, and OAG more generally, can be more active the D.C. Bar's training programs. The initiative will be successful if LCD participates in two training panels by September 30, 2021.

INITIATIVE 2: Continue to increase awareness of and strengthen OAG's ethics program by conducting trainings and discussion sessions with employees in OAG Divisions, other District governmental entities, and members of the D.C. Bar.

To ensure OAG and other District employees comply with best practices in ethics and to reduce the risk of ethical violations, LCD's Ethics Counsel will conduct up to four trainings for newly hired OAG attorneys and, in cooperation with the Board of Ethics and Government Accountability, two general trainings on the Rules of Professional Conduct (providing 3 hours of legal ethics training credit) that focus on recurring questions and issues of concern to OAG. The general training will be open to agency counsel, and, depending on their attendance and other requests for advice, Ethics Counsel will conduct discussion sessions with those attorneys about issues specific to their practice. In addition, the Ethics Counsel will conduct outreach to expand OAG's profile with the National

Association of Attorneys General and the D.C. Bar. This initiative will be successful if Ethics Counsel conducts four internal or external training or discussion sessions by September 30, 2021.

INITIATIVE 3: Conduct a training on rulemaking issues and best practices for agency counsel and OAG employees.

The District's Administrative Procedures Act dates to 1968. Many of its provisions are inconsistent with the federal APA or the more recently proposed 2010 Model APA. As such, there are recurring issues concerning what District law requires, what are best practices, and what is required as a matter of policy set by Mayor and the Administrator of the Office of Documents. The initiative will be successful if LCD provides two training sessions on current issues and best practices for rulemaking in the District by September 30, 2021.

INITIATIVE 4: Provide regular guidance to District agencies about significant developments in the law relevant to drafting legislation and rules.

LCD has found that agencies draft bills and regulations with significant legal problems because they are unaware of how changes in the law affect their responsibilities. LCD will prepare series of short white papers on topics of significance to agencies and will circulate them to the Mayor's Office Legal Counsel and agency counsel. This initiative will be successful if LCD prepares and circulates at least five white papers by September 30, 2021.

Office of the Solicitor General

The Office of the Solicitor General (OSG) manages the District's civil and criminal appellate litigation and practices most frequently before the District of Columbia Court of Appeals, the United States Court of Appeals for the District of Columbia Circuit, and the Supreme Court of the United States. The docket includes appeals in a wide variety of civil, family, criminal, juvenile, tax, and administrative cases from trial courts and petitions for review from District agencies. OSG seeks to provide top-flight legal services in handling the District's litigation in the appellate courts.

INITIATIVE 1: Create opportunities for at least four OSG attorneys to lead trainings, either within or outside of OAG.

Although OSG attorneys are generalists, many have developed deep subject-matter expertise. OSG attorneys have the unique ability to identify recurring issues on appeal in specific practice areas, such as workers' compensation cases, MPD employment disputes, and mental-health law. OSG aims to leverage its expertise by having at least four of its attorneys lead trainings for other practitioners, either within or outside of the office. Conducting trainings will also help OSG attorneys to deepen their expertise and take on leadership roles. This initiative will be successful if OSG attorneys lead at least four trainings, either within or outside of OAG, by September 30, 2021.

INITIATIVE 2: Disseminate OAG-wide summaries of important appellate opinions on a quarterly basis.

OSG attorneys have an ongoing obligation to keep up with the latest opinions and jurisprudential developments from the U.S. Supreme Court, D.C. Circuit, and D.C. Court of Appeals. In the past, OSG periodically circulated summaries of key opinions from these courts that implicated OAG practice areas. That practice ceased several years ago but there is renewed interest in reviving it. As a result, OSG will circulate summaries of important cases to trial-division Deputies on a quarterly basis to share with their attorneys. This initiative will be successful if OSG circulates at least four

appellate case summary documents by September 30, 2021.

INITIATIVE 3: Update OSG’s style guide.

OSG strives for technical perfection and consistency in its appellate briefs. OSG has several templates and best-practices documents that assist in this process as well as a short style guide. The current guide covers only a very small portion of OSG’s drafting preferences. OSG will thus expand the guide significantly to be comprehensive. This initiative will be successful if OSG finalizes and circulates an updated style guide of at least five pages by September 30, 2021.

Personnel, Labor and Employment Division

The Personnel, Labor and Employment Division (PLED) defends agencies in personnel-related matters such as suspensions, terminations for employee misconduct, and reductions in force. The Division also processes all discipline grievances and serves as OAG’s chief negotiator on collective bargaining issues for the attorney’s union. PLED seeks to defend and advise the District and its agencies in personnel matters and serves as OAG’s labor counsel so as to minimize risk and liability for the District.

INITIATIVE 1: Design and complete comprehensive training program

PLED will design and complete a comprehensive training program on section policies, case strategy, and strategic use of expert witnesses, including individual attorney mock examination and cross examination of expert witnesses. This initiative will be successful if PLED conducts a total of six group trainings and one mock direct and cross examination exercise of an expert for each lawyer by September 30, 2021.

INITIATIVE 2: PLED will update its practice manual.

PLED will update its practice manual to include templates of interrogatories and requests for documents, substantive defenses to commonly raised arguments, and administrative support staff roles and responsibilities. This initiative will be successful if PLED completes the updated manual by September 30, 2021.

INITIATIVE 3: PLED will ensure updated case information in Prolaw.

In preparation for transition to Abacus, PLED will ensure that all closed cases are appropriately closed in Prolaw, and that the settlement sum or judgment paid by an agency is accurately reported in Prolaw. This initiative will be successful if by September 30, 2021, all closed cases are reflected as closed in Prolaw and the amount paid on settlements and judgements are reflected in Prolaw or Abacus.

Public Advocacy Division

The Public Advocacy Division investigates and brings affirmative litigation in civil cases aimed at protecting the public interest. The Division prosecutes a wide range of cases, including cases seeking damages or injunctive relief for violations of the antitrust, consumer protection, environmental, anti-fraud, nonprofit, charities, housing, wage and labor, and other laws. The Division consists of three sections: the Public Integrity Section, the Social Justice Section, and the Office of Consumer Protection.

INITIATIVE 1: Schedule five community events with a focus on COVID-19-related issues.

Many of PAD's subject matters are timely for District residents given issues surrounding the COVID-19 pandemic. PAD will work with OAG's Office of Community Engagement to schedule events to educate District residents about their rights in the areas of housing, workplace and wage laws, debt collection, and environmental issues with a focus on pandemic-related issues. This initiative will be considered successful if PAD conducts at least five community events touching on one or more of these subject areas and partners with the Office of Community Engagement to maintain a log of those events by September 30, 2021.

INITIATIVE 2: Draft updates to the Consumer Protection Procedures Act.

PAD's Office of Consumer Protection is responsible for enforcing the District's consumer protection laws, including the Consumer Protection Procedures Act (CPPA). As PAD has increased its consumer protection enforcement work in recent years, it has identified several potential enhancement and clarifications that will ensure that OAG can properly investigate and bring enforcement actions under the CPPA. PAD will work with OAG's legislative affairs team to draft amendments to the CPPA. This initiative will be successful if, by September 30, 2021, PAD drafts and prepares for introduction clarifying legislation amending the CPPA.

INITIATIVE 3: Identify cases for strategic development of statutes PAD enforces.

Many of the statutes that PAD enforces have little to no case law from the District of Columbia Court of Appeals (DCCA). PAD will work with OSG to identify potential avenues for developing favorable enforcement decisions from the DCCA. This initiative will be considered successful if PAD drafts a report identifying a list of key points of law for potential development and suggesting a strategy for tracking those areas by September 30, 2021.

Public Interest Division

The Public Interest Division (PID) includes four sections. The Civil Enforcement Section initiates litigation to enforce District regulations, permits, and certifications, and to collect debts owed to the District of Columbia. The Civil Rights Section enforces the District's civil rights protections and fights large-scale discriminatory practices that stand in the way of opportunities for District residents and workers. The Elder Justice Section protects the District's elders and vulnerable adults from financial exploitation by seeking fines and temporary or permanent injunctions against bad actors through civil enforcement of the Criminal Abuse, Neglect and Financial Exploitation of Vulnerable Adults and the Elderly Act. The Equity Section defends lawsuits that challenge agency regulations, practices, and procedures or allege constitutional violations.

INITIATIVE 1: Identify and implement three areas of focus for attorney training.

As one of its FY 2020 initiatives, the PID created an individualized training plan for each division employee. In FY 2021, PID will review the individual training plans to identify three common areas of focus for PID attorneys. This initiative will be successful if PID completes at least one attorney training activity in each of these three areas by September 30, 2021.

INITIATIVE 2: Identify and implement three areas of focus for technology training.

PID will identify three areas of need for technology training (Microsoft Teams, WebEx or other productivity or case management software platforms) and coordinate training for all PID employees in these three areas. This initiative will be successful if PID completes three technology trainings by

September 30, 2021.

Public Safety Division

The Public Safety Division (PSD) initiates legal claims (both criminal and civil) to protect the public and seek restitution regarding a diverse array of public safety issues. The Division prosecutes all juvenile offenses and certain misdemeanor adult offenses, represents survivors of domestic violence in securing protection orders and monitoring compliance with such orders, represents the District's interests in providing appropriate mental health services to those who are a danger to themselves or to the community, and protects neighborhoods through the prosecution of various nuisance property offenses. PSD seeks to promote public safety by earnestly and vigorously prosecuting crimes within OAG's jurisdiction and engaging victims, offenders, communities, and other stakeholders to prevent crime and other public nuisances. Finally, PSD advises the Attorney General and the Council regarding criminal justice reform and implements innovative alternatives to traditional prosecution, including restorative justice and truancy-prevention programs.

INITIATIVE 1: Increase restorative justice options for serious violent crime and include Cognitive Behavioral Therapy component.

The Restorative Justice Section will accept and provide services in serious violent crime cases, including possession and non-homicide armed offenses. This initiative will be successful if 50% of the youth charged in serious, violent cases, who are referred to and accepted by the Restorative Justice Section, are also referred to and participate in group Cognitive Behavioral Therapy as they complete the restorative justice process, by September 30, 2021.

INITIATIVE 2: Increase awareness among mental health service providers about Extreme Risk Protection Orders.

PSD will increase awareness among mental health service providers about Extreme Risk Protection Orders (ERPOs) by (1) developing and presenting a comprehensive training for the D.C. Department of Behavioral Health (DBH) that explains the law and the process for obtaining an Extreme Risk Protection Order, (2) preparing and distributing ERPO information sheets, and (3) reaching out to mental health associations to offer training about ERPO laws for private mental health practitioners. This initiative will be successful if one training is conducted for at least three hospitals that are contracted with the DBH, for at least three DBH Core Service Agencies that provide mental health services, and one mental health association for private providers with information sheets distributed at each training by September 30, 2021.

INITIATIVE 3: Develop and conduct comprehensive division wide trainings.

PSD will develop and conduct comprehensive, Division-wide training program for new attorneys and provide on-going trainings for attorneys that will include enhancing trial skills. This initiative will be successful if a new attorney training curriculum is created and one new attorney training program is conducted for new class of attorneys, and three trainings are conducted for current attorneys by September 30, 2021.

Support Services Division

The Support Services Division (SSD) provides the staff, logistics, and customer service support that enables the rest of OAG to provide high-level legal services to the District. SSD's Procurement Unit

is responsible for processing and approving all requests for good and services to enable OAG to fulfill its mission. SSD seeks to provide exemplary operational and logistical support to OAG divisions.

INITIATIVE 1: Create instructional videos and trainings to assist in acclimating employees to the physical and operational changes as a result of the agency move.

SSD will prepare user friendly videos and trainings on various topics instructing OAG attorneys and staff how to navigate through the new operational protocols associated with the workspace as a response to COVID-19. These videos will serve as a reference to employees as they adjust to the emerging changes in the new workplace. This initiative will be successful if two videos and one training is created and made available online by September 30, 2021.

INITIATIVE 2: Implement a work order management platform for employees to request operational services from SSD.

The Operations Section will design and implement a work order management platform for employees to send requests to the Operations Section. This will replace the current process of the individualized emails sent to various Operations Section employees. The system will create a streamlined request and reporting process that will provide transparency on the status of requests to end users. This initiative will be successful if staff from all three buildings can log on and access the system to input requests by September 30, 2021.



Coronavirus (COVID-19) Consumer Complaint Report

March - May 2020



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Attorney General
for the District of Columbia

Published May 15, 2020

Office of the Attorney General for the District of Columbia

Coronavirus (COVID-19) Consumer Complaint Report

March – May 2020

TABLE OF CONTENTS

Complaint Volume.....	2
Complaint Categories	3
Complaint Geography	5

SUMMARY

On March 11, 2020, in response to the threat of coronavirus (COVID-19), Mayor Muriel Bowser declared a public health emergency in the District of Columbia. For the past two months, the Office of the Attorney General (OAG) has worked around the clock to make sure District consumers are protected during this unprecedented crisis.

OAG’s Office of Consumer Protection works on behalf of District residents to stop deceptive and unethical business practices. The Office of Consumer Protection educates consumers about their rights, investigates complaints from consumers in the District regarding potential violations of consumer protection laws, and when appropriate files suits against businesses that are taking advantage of District residents. The Office of Consumer Protection also helps consumers resolve disputes with merchants without legal action through its mediation program.

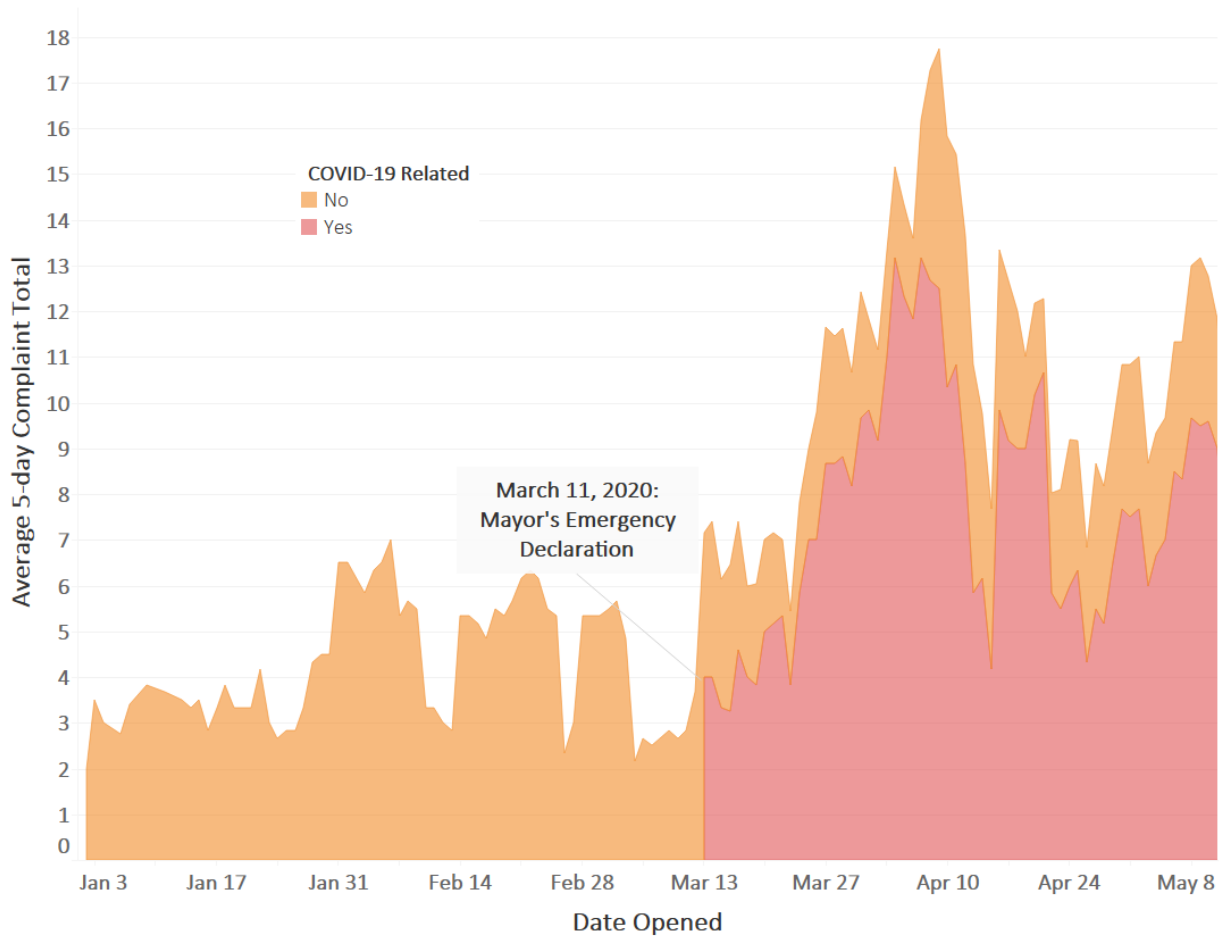
This report focuses on consumer complaints received by the Office of Consumer Protection from March 11 to May 11, 2020 and provides a snapshot of the trends in complaints during the last two months of the coronavirus crisis.

Consumers can file complaints with OAG’s Office of Consumer Protection online at www.oag.dc.gov, via email at consumer.protection@dc.gov, or by calling 202-442-9828.

COMPLAINT VOLUME

Within days of the Mayor’s emergency declaration, OAG experienced a surge of complaints to its consumer hotline, email address, and online complaint portal. Chart 1 tracks the five-day rolling average of the number of consumer complaints OAG received from January 2020 through the present. OAG began receiving and tracking COVID-19 related complaints after the Mayor’s March 11 Order declaring a public health emergency.

Chart 1: Rolling Five-Day Average in Complaints



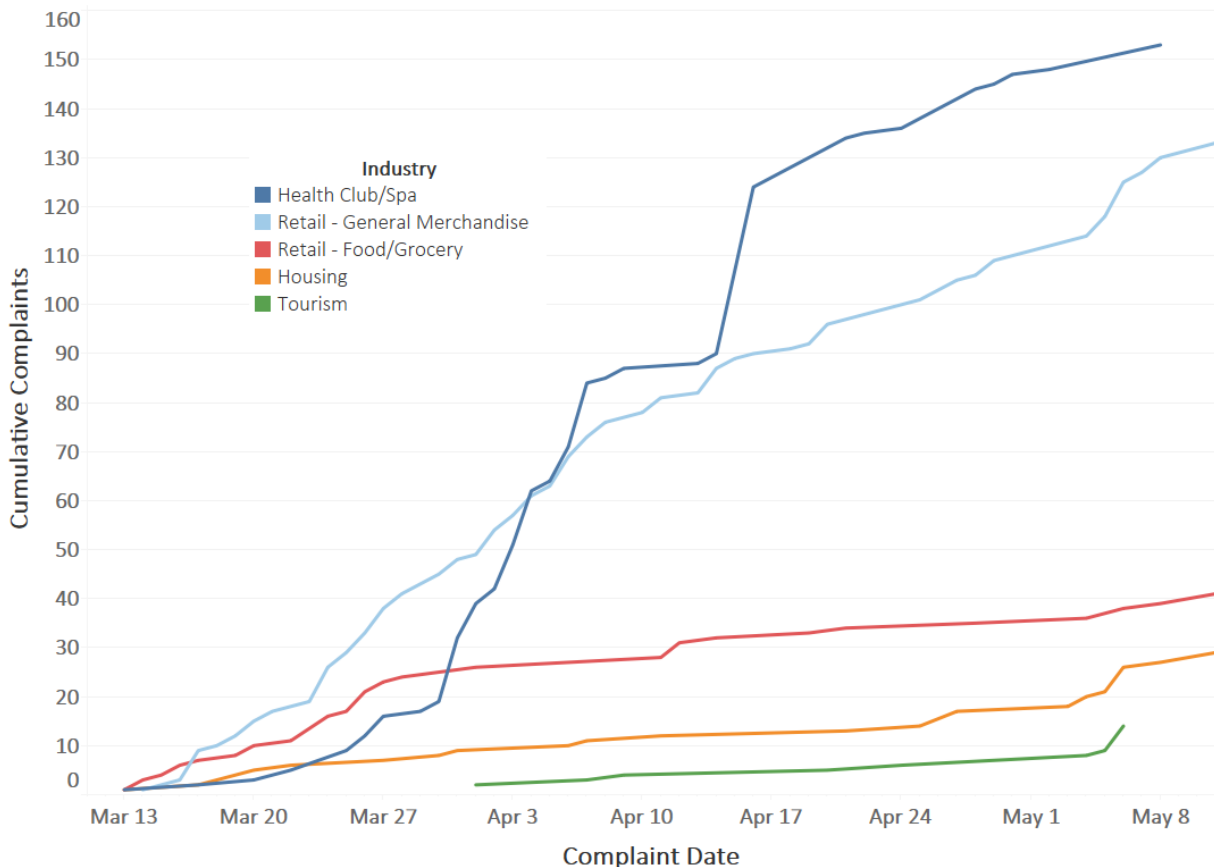
As shown in Chart 1, consumer complaints surged immediately following the Mayor’s Order. Complaints in March and April have more than doubled compared to complaints in January and February of this year. The five-day rolling average in complaints rose from 2-6 complaints prior to the public health emergency to a five-day rolling average high of nearly 18 complaints in early April.

Chart 1 also demonstrates that the uptick in complaints is due to COVID-19 related consumer complaints. Since the public health emergency, nearly 70% of the complaints received have been COVID-19 related. Over the past two months, OAG has received 634 complaints, of which 438 are COVID-19 related. In the first two months of 2020, by comparison, OAG received 245 complaints.

COMPLAINT CATEGORIES

OAG has received COVID-19 related complaints about a variety of industries concerning several different business practices. Consumers have filed complaints about inflated prices for bleach and other disinfectant products, sold by both online and local businesses. Consumers have also reported inflated prices for in-demand necessities such as toilet paper and paper towels, including one local business that was allegedly selling an 8-pack of paper towels for \$35.00. Consumers have submitted complaints about paying monthly membership fees at gyms, daycares, and parking garages, despite not being able to use those services due to coronavirus closures. Consumers have reported to OAG that the lack of flexibility in these membership expenses compound financial hardships for consumers who have lost income due to the pandemic. OAG has also received complaints from tenants reporting rent increases in violation of the Mayor’s Order. Tenants have also contacted OAG seeking refunds for amenities no longer offered by landlords. Chart 2 shows COVID-19 related consumer complaints by the top 5 industries reported.

Chart 2: Top 5 COVID-19 Related Complaints by Industry



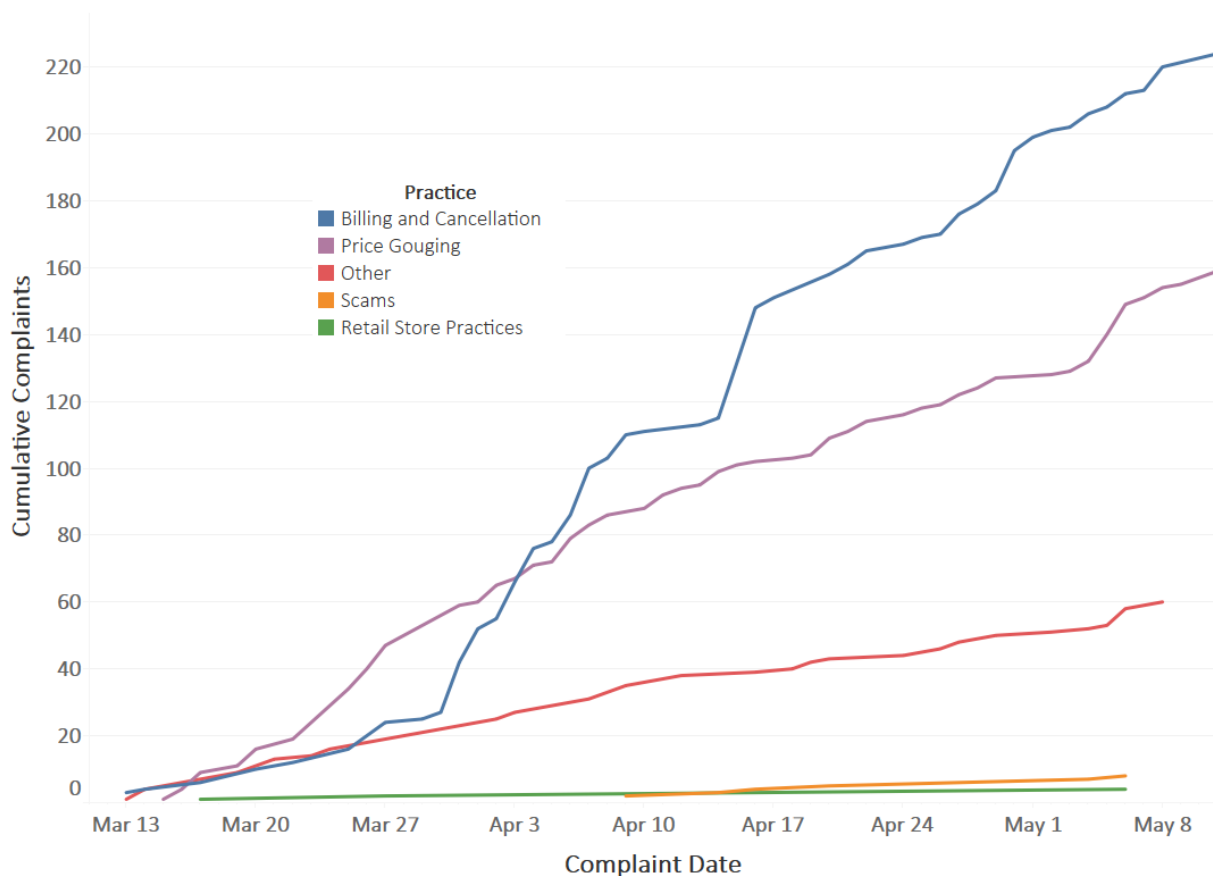
Notably, Health Club/Spa complaints represent about a third of all COVID-19 related consumer complaints submitted since the public health emergency began. This high number is largely attributable to the high volume of complaints OAG received regarding Washington Sports Clubs, a local gym chain. In response to these complaints, OAG sent [a letter](#) to the company on April 3 demanding it automatically freeze memberships at no cost and honor cancellation requests during the COVID-19 public health emergency. In late April, the company ultimately [agreed to stop](#) charging consumers for memberships they cannot use during coronavirus closures, among other measures.

Of all COVID-19 related consumer complaints, the retail industry also received a large number of complaints among Retail-General Merchandise (30%) and Retail-Food/Grocery (9%). As shown below in Chart 3, these numbers are largely driven by price gouging complaints received by OAG.

OAG has also seen a recent increase in travel-related complaints, which first started to be reported to OAG in early April 2020. Many of these complaints relate to cancellation and refund issues regarding travel-related purchases.

Chart 3 shows the top 5 COVID-19 related consumer complaints by the type of business practice reported.

Chart 3: Top 5 COVID-19 Related Complaints by Practice



As shown in Chart 3, the large majority of COVID-19 consumer complaints concern billing and cancellation issues (46%) and reports of price gouging (36%).

OAG experienced a surge of billing and cancellation complaints during the first week of April, when many consumers were first charged monthly membership fees for services not provided during the public health emergency. The billing and cancellation complaints received by OAG include, among other goods and services, gym memberships, travel purchases, and concert tickets.

The District's price gouging law, which is officially titled the Natural Disaster Consumer Protection Act, went into effect when Mayor Bowser declared a state of emergency on March 11. The law prohibits individuals or businesses from charging higher than the normal average retail price for goods and services. Specifically, the law prevents retailers from raising costs for services more than 10% above the price charged within 90 days before the declaration. For goods and merchandise, the law bars an increase in markup over wholesale costs above the markup percentage in place 90 days before the declaration.

Consumer complaints reporting instances of price gouging have remained steady during the public health emergency, averaging approximately 17 per week, for a total of 157 over the last two months. OAG has issued 23 cease and desist letters to merchants that were engaged in price gouging and filed its [first lawsuit](#) on May 1, 2020.

The complaint category "retail store practices" and "other" includes complaints regarding businesses not following social distancing guidelines or otherwise not following the government restrictions, that businesses are not carrying essential products, general disputes with businesses, and consumer complaints regarding businesses located outside of the District.

OAG has also received complaints regarding COVID-19 scams, including scam phone calls and texts offering discounts on utility payments, COVID-19 charity scams, and scams related to federal coronavirus relief payments.

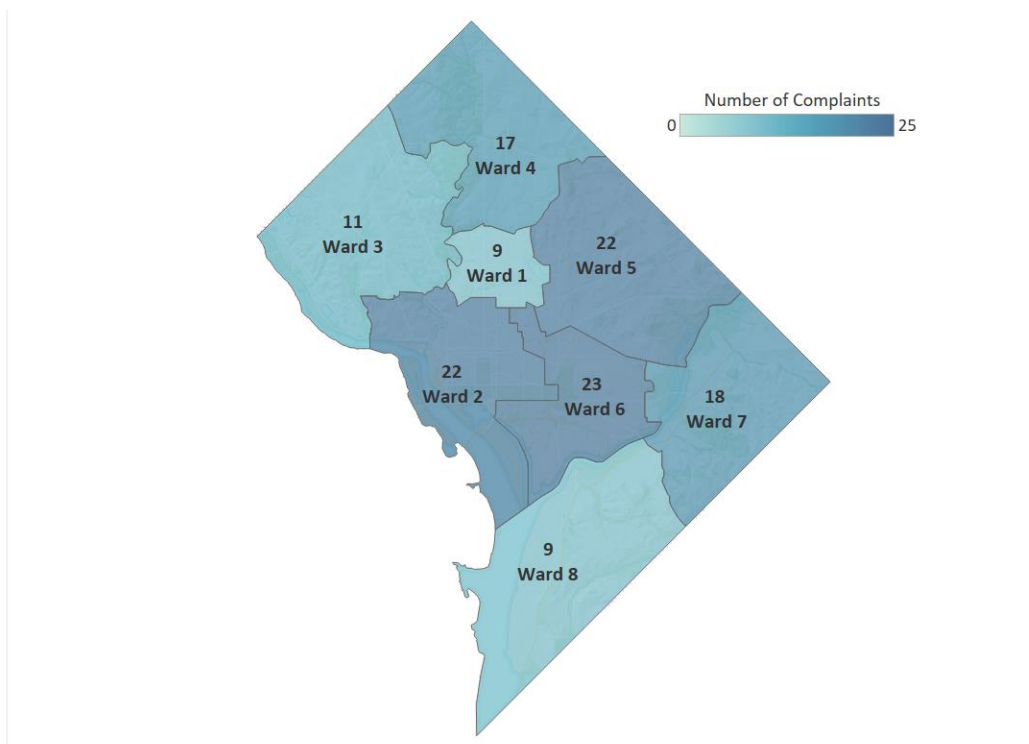
COMPLAINT GEOGRAPHY

The financial fall-out of this pandemic is felt most heavily by low-income communities, and disproportionately by people of color. OAG is thinking critically about solutions to make sure that the District's most vulnerable residents are not left behind. That starts with knowing how this crisis is impacting communities throughout the District.

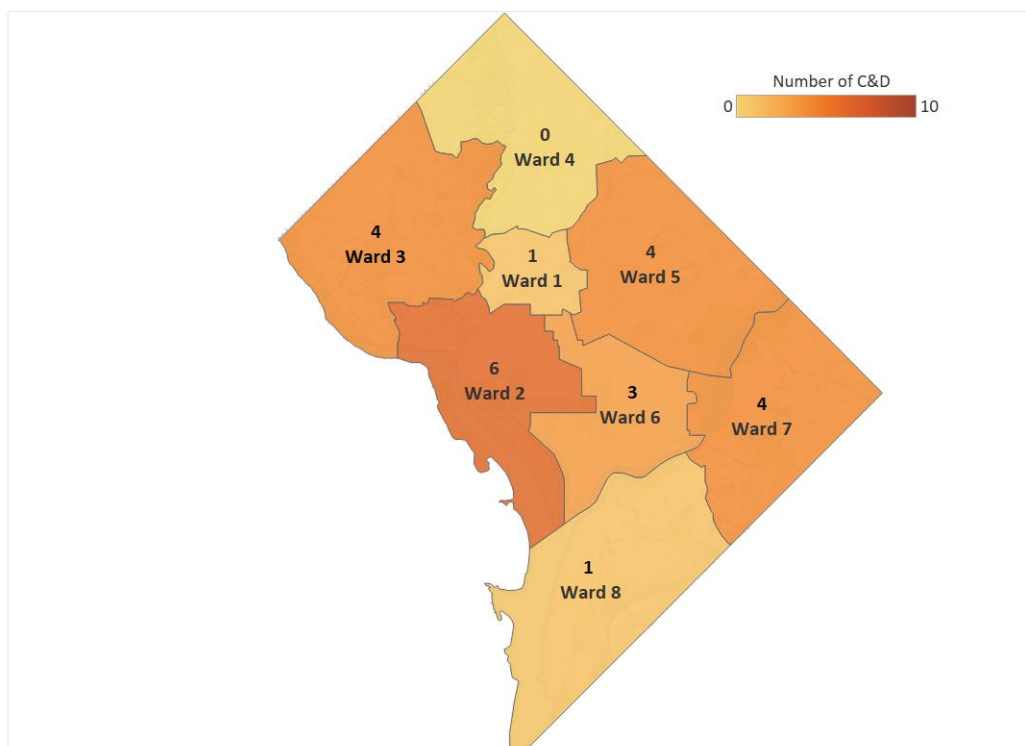
OAG has started to track COVID-19 complaints geographically. The geographic maps below reflect the location of businesses that were the subject of price gouging complaints submitted to OAG over the past two months and price gouging cease and desist letters OAG sent during the same time period. As shown below in Map 1, OAG has received complaints regarding businesses located throughout the District. And businesses in all wards except Ward 4 have received cease and desist letters, as indicated in Map 2.

When OAG receives price gouging complaints, investigators visit the businesses to confirm the complaint. If the investigator observes that the business is continuing to sell goods at inflated prices, OAG will send a cease and desist letter warning the company to immediately bring its pricing into compliance with the law. In many cases, when an investigator visits an establishment, the good that was the subject of the complaint is no longer available or the merchant has already lowered the price. In those instances, OAG does not issue a cease and desist letter. OAG continues to monitor businesses that have been the subject of price gouging complaints, regardless of whether a cease and desist letter was sent.

Map 1: Price Gouging Complaints



Map 2: Price Gouging Cease and Desists



For more information about OAG's Office of Consumer Protection, visit:

<https://oag.dc.gov/consumer-protection>

For OAG's latest COVID-19 updates visit oag.dc.gov/coronavirus and sign up for OAG's newsletter at oag.dc.gov/newsletter.

Off-Ramps for Youth in the District of Columbia

Prosecution-Based Restorative Justice Conferencing

By Dana Kralstein & Michela Lowry

Off-Ramps for Youth in the District of Columbia: Prosecution-Based Restorative Justice Conferencing

By Dana Kralstein & Michela Lowery

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The opinions, findings, and recommendations expressed in this publication are those of the author and do not necessarily represent the positions or policies of the Bureau of Justice Assistance or the Office of the Attorney General for the District of Columbia.

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Table of Contents

Acknowledgements	i
Executive Summary	iv
Chapter 1.	
Introduction	1
Project Background	1
Process Evaluation	2
Chapter 2.	
Juvenile Cases	5
The Juvenile Model	5
Program Eligibility	6
Intake & Participation	6
The Role of the Victim	7
Caseload	7
The Restorative Justice Conference	9
Chapter 3.	
The Restorative Justice Experience	13
The Victim Experience	13
Experience of Respondents & Families	15
Exit Surveys	18
Chapter 4.	
Discussion & Lessons Learned	20
Program Strengths	20
Challenges	22
Lessons for Other Jurisdictions	25
References	28
Appendices	29
Appendix A. Young Adult Cases	29
Appendix B. Minor Assent Form	31
Appendix C. Parental Consent Form	34

Appendix D. Adult Consent Form	37
Appendix E. Sample Conference Agreements	40
Appendix F. Participant Exit Survey	42

Executive Summary

Following the 2014 election of a new attorney general, the Office of the Attorney General for the District of Columbia (DC OAG) placed new emphasis on creating off-ramps to divert young people from justice system involvement. This report describes one of the resulting efforts, a restorative justice program designed to provide juvenile respondents with an opportunity to resolve their case by participating in a facilitated case conference with their victim.

The goal of the DC OAG restorative justice program is to create an alternative for juveniles under the age of 18, while promoting healing. The hope is that restorative justice will provide participants with a way to avoid the collateral consequences of justice system involvement as well as tools to make better decisions in the future.

This report provides detailed descriptions of program implementation and operations, challenges related to housing such a program within a prosecutor's office, the future of restorative justice in this jurisdiction, and the potential for similar programming in other sites.

Methodology

Research staff from the Center for Court Innovation and members of the DC OAG planning and operations team had regular update meetings over the course of the evaluation to document planning and implementation, challenges, and lessons learned. In addition, research staff conducted a two-day site visit, interviewing key stakeholders and conducting focus groups with conference participants.¹ Research staff also reviewed 305 exit surveys completed by those participating in conferences as respondents, victims, or community support.² Finally, program staff provided aggregate caseload data covering the two-year study period (June 2017-May 2019).

¹ Research staff conducted two focus groups; one included victims and community members, the second included respondents.

² The exit survey was created and administered by DC OAG program staff outside of this evaluation for the primary purpose of ongoing self-assessment. The survey is included as Appendix F.

Program Operations

- **Staffing** The program is staffed by four restorative justice facilitators, a program coordinator, and an administrative assistant, as well as the special counsel for juvenile justice reform. Two of the facilitators participate in each conference, with one designated as the lead facilitator.
- **Program Eligibility** Incidents must have a victim to be program eligible. Eligibility is not formally restricted to specific charges, though arrests involving guns, intimate partner violence, or homicide are generally excluded. Among those who went on to participate in the program, the most common charges were assault (49%) and various property crimes (27%).
- **Case Processing** Cases may enter restorative justice conferencing either pre- or post-filing of charges, depending on the severity of charges and the juvenile's criminal history. Successful completion of the restorative justice process typically results in either an outright dismissal or charges dropped after six months of problem-free behavior.
- **Victim Role** Victims must consent for cases to proceed with restorative justice. The victim is generally in attendance, but in rare cases a letter from the victim can be read at the conference if the victim is unable to attend.
- **Referral & Intake** A total of 203 respondents were referred to the restorative justice program over the two-year study period. Half of the referred respondents ultimately participated in a restorative justice conference.
- **Logistics** On average, it takes about one to two weeks from arrest to program referral, and another four to six weeks from referral to the conference session. Two hours are blocked for each conference, but actual time ranges from 90 minutes to four hours. Respondents and victims are encouraged to bring community support (e.g., parents, school staff).
- **Program Completion** At the end of the conference, participants reach an agreement. This agreement is documented in writing and signed by both respondents and victims. The majority (92%) of conferences held during the study period resulted in a successful outcome with an agreement.

The Restorative Justice Experience

Victims generally expressed satisfaction with their experiences in the restorative justice program, with feedback falling under three primary themes. First, the process *empowered* victims to hold respondents accountable in a way that was personally meaningful to them. Second, victims reported a sense of *healing*, in part through the opportunity to see respondents in a way that promoted empathy and gave the incident context. Finally, some victims expressed interest in *ongoing engagement*—either in the process itself or in the progress of the respondent.

Respondents and stakeholders spoke of the potential for conferences to give young people a sense of *validation* that what they do matters and that someone cares about their experiences while still holding them *accountable* for their behavior. Through the restorative process, respondents (and victims) reported an improved sense of *understanding* for others. Stakeholders in particular stressed the potential of conferences to provide young people with a *second chance*.

Program Strengths & Challenges

- **Strengths** Stakeholders highlighted several strengths of the restorative justice program. Specifically, the dedicated program team was reported to work well together, resulting in enhanced relationships with prosecutorial staff and program participants. In addition, the location of the restorative justice program within the prosecutor’s office was felt to create buy-in among the prosecutors; facilitate access to the young people most in need of this type of intervention; and promote program legitimacy.
- **Challenges** Notwithstanding these strengths, interviewees also noted key challenges, including struggles to establish buy-in among both the DC OAG prosecutors and prosecutors in another office who oversee young adult cases, concerns about appearing “soft on crime,” and the need to avoid net widening—that is, imposing *more* onerous requirements than respondents would have faced without the restorative justice program.

Lessons for Other Jurisdictions

The experience of establishing the DC OAG restorative justice program suggests several key lessons for other jurisdictions seeking to establish similar programs.

- **Secure Support from the Top** As evidenced at DC OAG, having the support of top-level agency staff enables line staff to feel more confident in their work.
- **Give it Time (and Effort)** Even with a top-down commitment, the DC OAG program took time to become established.
- **Expand Gradually** Stakeholders recommend starting small and expecting many failures before finding rhythm and success.
- **Provide Cross-Agency Training** In particular, line prosecutorial and defense staff may benefit from training on underlying restorative justice principles, communicating with victims, and setting realistic expectations.
- **Determine the Diversion Model** The decision of whether to use a pre- or post-filing approach (or both) is likely to be a major factor in establishing buy-in, setting eligibility criteria, identifying cases, and recruiting participants. This discussion should occur early in the planning process.

Chapter 1

Introduction

Project Background

In 2014, Karl Racine was elected Attorney General for the District of Columbia after running on a platform of juvenile justice reform. He was interested in creating off-ramps for young people entering or already involved in the justice system, in particular those entering from schools. After Attorney General Racine's newly-appointed special counsel for juvenile justice reform began working with local schools implementing restorative justice approaches, she suggested that some of the practices might be applied within the prosecutor's office. Accordingly, in late 2015, the office began educating attorneys about restorative practices and piloted restorative justice conferencing in cases where the victim was interested in participating. The initial plan was to incorporate restorative practices and conferencing in cases involving juvenile respondents (youth under the age of 18), which are prosecuted by the Office of the Attorney General for the District of Columbia (DC OAG).

In contrast to the traditional role of the prosecutor, a restorative justice approach seeks to “repair the harm caused by an offense to victims, the community, and to the defendant; it focuses on meeting victims’ needs and holding the defendant accountable, rather than punishing him or her for punishment’s sake” (Zehr 2002:20). As part of a broader push for criminal justice reform, jurisdictions across the country have adopted new diversion strategies for young people entering the system for the first time. Progressive-minded prosecutors have supported such efforts, in hopes that derailing the nascent criminal career of juveniles may ultimately be a more effective—and humane—way to promote public safety.

The DC OAG restorative justice program offers juvenile respondents the opportunity to participate in a facilitated case conference with the victim of the crime to resolve the case and potentially avoid traditional prosecution. Both the respondent and the victim are invited to bring supporters, and both sides are asked to describe the events that led to the arrest and subsequent court case. At the end of the conference, both the victim and respondent sign a consensus agreement that designates the terms agreed upon during the session. Often the respondent is expected to stay in school, apply for specific types of jobs, and/or pay restitution in some way to the victim. The case is considered completely successfully when

the respondent completes the terms of the agreement, at which point most cases are dismissed.

The 2017 Program Expansion

In 2016, the DC OAG was awarded a Smart Prosecution grant from the U.S. Department of Justice to expand its existing juvenile restorative justice efforts in the following year, as well as extend the program to young adults (ages 18-24). Young adults in criminal court are prosecuted through the U.S. Attorney’s Office for the District of Columbia (DC USAO)—a separate entity from the DC OAG. Because the restorative justice program is housed in the DC OAG, the two offices developed protocols—outlined in a 2017 memorandum of understanding—for identifying and referring eligible young adult cases for restorative justice conferencing with the DC OAG.

The award enabled DC OAG to hire two restorative justice facilitators to join the special counsel for juvenile justice reform. In addition, the DC City Council provided funding for a restorative justice program coordinator who also serves as a facilitator, and DC OAG converted a staff position to act as another restorative justice facilitator. Over the subsequent two years, the program was able to hire a fifth facilitator and an administrative assistant, resulting in a seven-person restorative justice team to handle the anticipated 20-25 restorative justice conferences per month. Members of the DC OAG restorative justice team are trained to handle both juvenile and young adult criminal cases.

Process Evaluation

The 2017 program expansion funding included a subcontract, awarded to the Center for Court Innovation, to conduct a program evaluation. The initial plan was to conduct an impact evaluation comparing recidivism and other outcomes between participants in young adult restorative justice conferences and a matched comparison group. However, program caseload under the expansion was significantly lower than anticipated, rendering an impact evaluation infeasible. There were 101 juvenile restorative justice conferences and three young adult conferences completed during the first two years that DC OAG had full-time trained restorative justice facilitators (June 1, 2017 to May 30, 2019). Due to the small number of young adult cases, this evaluation focuses instead on the process of establishing the juvenile program; perceptions of stakeholders, participants, victims, and others involved in the restorative justice conferences; program strengths and challenges; and advice for other jurisdictions considering similar restorative justice initiatives. A description of the young adult program is included as Appendix A.

Methodology

Research staff from the Center for Court Innovation and members of the DC OAG planning and operations team had regular update meetings over the course of the grant to document the planning and implementation process, challenges met and ongoing, and lessons learned. In addition, research staff conducted a two-day site visit in June 2019, interviewing stakeholders and conducting two participant focus groups. Research staff also reviewed 305 exit surveys completed by respondents, victims, and supporters in the conferences.³ In addition, program staff provided summary data covering the two-year period from June 2017 through May 2019 when the DC OAG completed the training of four full-time restorative justice facilitators to take restorative justice referrals from prosecutors. All data presented in tables or figures are from this two-year period unless otherwise noted.

Stakeholder Interviews Research staff interviewed a total of seven stakeholders to better understand their experiences and perceptions of the program and its creation. Stakeholders interviewed include staff from the DC OAG office, including restorative justice program staff and line prosecutors; prosecutors from the DC USAO who handle young adult cases; a judge with both criminal and family court experience; and a defense attorney who has referred cases to the restorative justice program.⁴

Participant Focus Groups Research staff also conducted focus groups to better understand the firsthand experiences of those who took part in the program. Researchers spoke to three respondents who had previously participated in restorative justice conferences as part of a case resolution. Only those respondents with no currently pending cases were eligible to participate in the focus group, in order to avoid any potential perception that respondent feedback might impact case outcomes. All three respondents were male, two were 14 years old and the third was 16 at the time of the focus group.

Research staff also conducted a focus group with victims and community members who had participated in a restorative justice conference. A total of ten participants took part in this group discussion. Three participants were police officers who were both the arresting officer

³ The exit survey was created and administered by DC OAG program staff outside of this evaluation for the primary purpose of ongoing self-assessment. The survey is included as Appendix F.

⁴ Because the program involves a relatively small number of stakeholders, the names and job titles of those interviewed are not attributed in the text or in acknowledgements, in order to protect confidentiality.

and the victim of an assault. The remaining participants were more traditional victims of the crimes of the associated youth at the conference. Three were roommates whose house was burglarized. Another three participants were, independently, the victims of robbery and assault on the subway. The final participant was the victim of an automotive theft.

Focus groups were conducted in a private, secure conference room at the DC OAG; the identities of focus group participants were not shared with program staff. All focus group participants consented to participate; participants under the age of 18 signed assent forms and provided a consent form signed by a parent or legal guardian. (Sample consent and assent forms are included as Appendices B, C, and D.) The group discussions were recorded and transcribed; transcripts were analyzed for overarching themes. All participants were given a small stipend to compensate for the time spent talking with researchers. All protocols were approved by the Center for Court Innovation's institutional review board.

Report Overview

This report provides an in-depth description of the creation and early challenges of a juvenile restorative justice program within a prosecutor's office, the program as it exists today, the future of restorative justice in this jurisdiction, and the potential for similar programming in other sites. The next chapter describes the restorative justice process in the juvenile context; Chapter Three presents program experiences as described by participants. Chapter Four concludes with program strengths, challenges, and lessons for other jurisdictions.

Chapter 2

Juvenile Cases

The Juvenile Model

The city of Washington, DC has a large pre-filing omnibus youth diversion program where those ages 17 and younger can be referred after an arrest but before the case is officially filed in court. The restorative justice program is not officially part of this diversion program, but is an additional option—available either pre- or post-filing—for some juveniles who are ineligible for the diversion program, typically because the charges they face are too serious or the youth has too many prior justice contacts. After a juvenile is arrested, the assigned DC OAG screening attorney determines whether to route the case to diversion, restorative justice, or proceed with the charges in court. The referring prosecutor reaches out to the restorative justice coordinator who determines whether the case is appropriate for restorative justice. At that point, a restorative justice facilitator is assigned to the case. In some instances, this occurs before the relevant parties have agreed to the restorative process.

Juvenile respondents not eligible for other pre-filing diversion are potentially eligible for restorative justice. However, while program staff expressed willingness to include juveniles not yet charged, they were cognizant of the risks of net-widening—that is, offering restorative justice conferencing to those who might not have otherwise faced charges. To avoid this possibility, a member of the program staff confirms with the screening prosecutor that if the respondent declines to participate in restorative justice conferencing, the case will still be moving forward to prosecution.

Although the majority of cases are referred to the restorative justice program post-filing/pre-adjudication, program staff report that pre-filing referrals have become more common, though data is not available for confirmation. For such cases, prosecution is paused while the petition is pending for restorative justice.

Building Program Support

Initially, some prosecutors were resistant to the restorative justice approach, mainly due to its newness and a perception that the program was soft on crime; only a subset of prosecutors made program referrals. During this initial period, referred cases were generally characterized by low-level charges, referred at the post-filing/pre-adjudication period.

Program representatives attribute an eventual increase in the number of referrals to several factors. The addition of four staff facilitators allowed the program to handle a higher caseload, while also supporting communication between program representatives and prosecutors, resulting in increased trust and confidence in the program. Second, the restorative justice team experimented successfully with inviting line prosecutors to observe a conference. Despite some initial trepidation among program staff, they found it to be a powerful, even “transformative experience”; according to staff, those prosecutors who observed a conference referred more cases, and more *serious* cases—both in terms of charge severity and respondent needs. Following these observations, program referrals expanded to include charges such as robbery and carjacking, as well as cases with injuries to victims. According to program representatives, it seemed that prosecutors became increasingly comfortable sending them respondents for whom they had tried “everything else” without success, even juveniles who had not been successful on probation. In addition, program staff felt that these efforts increased program credibility among DC OAG line prosecutors.

Program Eligibility

While eligibility is not formally restricted to specific charges, arrests involving guns, intimate partner violence, or homicide are generally excluded. Although often found ineligible, occasionally sex offenses (e.g., three percent of conference cases) are deemed appropriate; the intervention is much more structured with respect to victim involvement in these instances. Cases involving family violence other than intimate partner violence are potentially eligible. All cases referred to restorative justice must have a victim of the crime participate.

Intake & Participation

If a case is identified as appropriate for restorative justice pre-filing, then the charges will not be filed if the juvenile successfully completes the conference and agreement. In post-filing cases, restorative justice program staff attend the initial status hearing in court and speak to the defense attorney to facilitate the offer. The nature of the crime, severity of charges, and criminal history are all factors in the decision to offer restorative justice. As noted above, the decision to refer a case to restorative justice pre- versus post-filing is usually based on the severity of charges and the juvenile’s criminal history. One DC OAG juvenile prosecutor reported that post-filing cases are subject to additional safeguards; filing charges triggers the involvement of social services as well as enhanced record keeping.

Upon completion of the restorative justice process, those who enter the program post-filing have their charges dismissed or are granted deferred prosecution, where the case goes away after six months if there are no new incidents. Similarly, some participants have entered the program through deferred disposition, where they are required to enter a guilty plea prior to participation. As with deferred prosecution, the case goes away after six months of good behavior. This results in greater leverage in the case of non-completion of the conference or agreement, since a plea has already been entered. Restorative justice programming is sometimes paired with requirements for restitution. Program staff discourage this requirement in court, preferring to discuss issues of restitution within the restorative justice conference.

The Role of the Victim

Once a case has been deemed potentially eligible and the respondent has expressed interest in participating, the victim must consent before the case can proceed. In addition, the victim is given agency and control over the process; they have input in the location of the conference, who can attend, and when it will take place. If at any point the victim is no longer interested in participating, the restorative justice process ends and the case reverts to traditional prosecution. Program staff feel it is essential to include victims' voices in the conferences. If the victim is open to the restorative justice process but does not wish to attend in person, program staff can conduct the conference with victim supporters, or family members can read a letter from the victim.

Caseload

A total of 203 respondents were referred to the restorative justice program over the two year period covered in this report (June 1, 2017-May 30, 2019).⁵ As shown in Table 2.1, half of those cases referred to the program—that is, cases referred by the screening prosecutor — ultimately resulted in a restorative justice conference. Victim opting out is the primary reason that referred cases did not ultimately result in a conference. In about a quarter of the cases referred, the conference does not take place because the program staff find the case or respondent inappropriate for restorative justice, the respondent absconds or is re-arrested, or the respondent declines to participate in the program. Unfortunately, program data did not facilitate further breakdown of these various reasons for non-participation.

⁵ June 1, 2017 represents when DC OAG completed the training of four full-time restorative justice facilitators to take restorative justice referrals from prosecutors.

Table 2.1. Restorative Justice Referrals

# Respondents ¹	203
Restorative Justice Conference Participant	50%
Referred, No Conference	50%
Victim Declined	28%
Other Non-Completion ²	22%

¹ Each individual respondent is counted separately, even if there are co-respondents on the same case and at the same restorative justice conference. The conference will be counted multiple times if there are multiple co-respondents present. During the two-year period documented here, ten cases involved two co-respondents, seven cases involved three co-respondents, and one case involved four co-respondents.

² Program staff were unable to break out this category further, but reported that it included three types of non-completion: a) the case was deemed inappropriate for restorative justice; b) the respondent absconded or was re-arrested; or c) the respondent declined the program.

Those referred to restorative justice were nearly all male and primarily African American. Based on the limited demographic data available, there were no obvious differences between those who went on to participate and those who did not.⁶

As shown in Table 2.2, assault was by far the single most common charge leading to a referral to the restorative justice program (44%). Property-related crimes were also prevalent, including robbery (18%), destruction of property (4%), burglary (3%), theft (1%), and receiving stolen property (1%). Weapons (11%) and sex offense (7%) charges were less commonly referred.

Table 2.2 also compares the charges of those who participated in restorative justice to those referred who did not go on to participate. No tests were able to be conducted to assess statistical significance, but from a general review, there were some differences in charges between the two groups. Those who went on to participate appear to be more likely to face assault charges (49% v. 38%). Consistent with earlier discussions on eligibility decisions, those who did not have a conference, whether from respondent or victim decision to not participate or because the program deemed the case inappropriate for restorative justice, appear to have more weapons (9% v. 18%) and sex offense charges (2% v. 11%).

⁶ Program staff were unable to provide demographics data in more detail than this summary.

Table 2.2. Charges of Cases Referred to Restorative Justice

	RJC Participants	No Conference	All RJC Referrals ¹
N	98	105	203
Charge at Referral			
Assault	49%	38%	44%
Robbery	18%	17%	18%
Weapons	9%	18%	11%
Sex offense	2%	11%	7%
Destruction of property	4%	4%	4%
Threats to bodily harm	5%	2%	3%
Burglary	5%	2%	3%
Theft	0%	2%	1%
Receiving stolen property	0%	1%	1%
Unlawful entry	1%	0%	1%
Disorderly conduct	1%	0%	1%
Resisting arrest	1%	0%	1%
Unlicensed use of vehicle	2%	0%	1%
Other	3%	5%	4%

¹ Each individual respondent is counted separately, even if there are co-respondents on the same case and at the same restorative justice conference. The conference will be counted multiple times if there are multiple co-respondents present. During the two-year period documented here, ten cases involved two co-respondents, seven cases involved three co-respondents, and one case involved four co-respondents.

The Restorative Justice Conference

Logistics

Timing of the actual conference varied from a few days to months after the initial referral. On average, it takes about one to two weeks from arrest to program referral, and another four to six weeks from referral to the conference session.

Conferences can be scheduled at any time that is convenient for all parties, including evenings and weekends. Two hours are blocked for each conference, though the actual sessions may be as short as 90 minutes and as long as four hours. Conferences take place somewhere in the community, such as a private room in a library or school, or in a DC OAG conference room.

Two of the five facilitators employed by the program participate in each conference, with one acting as the lead facilitator. Each facilitator leads an average of five to seven open cases at one time. In addition to the two facilitators, sessions are attended by the respondent, the

victim, and any additional support people. Both victims and respondents are encouraged to invite support people, typically family members, school staff, or other trusted adults who know them well. Attorneys and law enforcement are typically not present. However, law enforcement officers may be present if they are a victim in the case, if the case involved a school resource officer, or if the victim feels safer with law enforcement present.

Multiple victims described arriving for the conference and being asked to wait in the same room as the respondent. It was suggested that the program would benefit from separate waiting rooms for victims and respondents, or perhaps staggered arrival times for the parties so that this informal, unstructured, and unsecure meeting does not take place prior to the conference.⁷

The Conference Session

Traditionally, a cloth or small rug is placed on the floor in the middle of the circular conference space. This provides an alternate focal point for those who are uncomfortable looking at other participants when they are talking. At the beginning of the conference, there is a brief icebreaker to attempt to ease the group into the conversation. Conference participants reported icebreakers included going around the room to discuss something they are proud of or something difficult they have been through. Then the victim and respondent are both given the chance to describe their version of the incident that led them to the conference. In some conferences, the victim describes the incident first, but more often it is the respondent. Participants described facilitators moving the conversation along by asking probing questions during these statements to flesh out the feelings and thinking behind the incident.

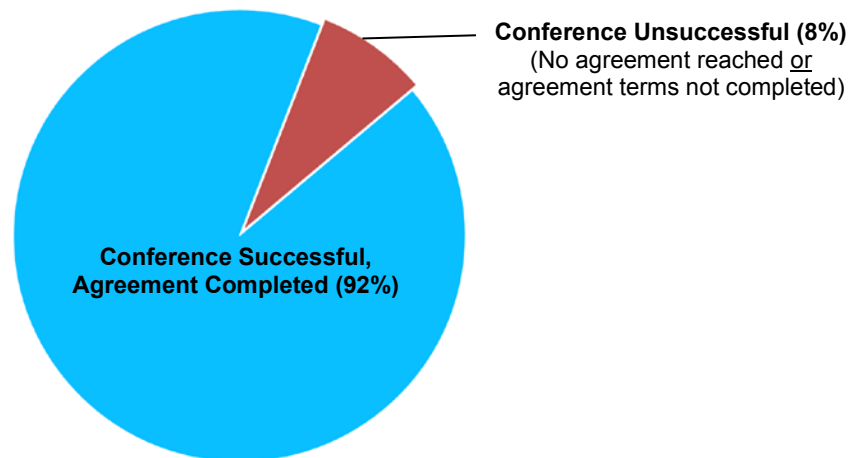
At the completion of the conference, respondents and victims come to an agreement. The agreements are made in writing and signed by whomever is making a commitment; typically, parents sign as well. Participants usually have up to six months to complete the agreement terms, though the time frame can be extended if the respondent is showing progress but needs more time for completion. Often a mentor is identified before or during the conference—typically someone from the respondent’s school or community—to help support them in meeting the conditions of this agreement. Agreement terms are specific to each case and each respondent, but can include a commitment to stay in school, a promise to apply for certain types of jobs, and frequently a plan for financial restitution in property

⁷ Since reading an early draft of this report, the program instituted a new policy to separate victims and respondents before starting the restorative justice conference.

cases. Agreements can also include less tangible “requirements,” such as asking the youth to apply his or her life skills lessons and to keep anger in control. Agreement examples are included in Appendix E. A case is considered successful when the respondent both attends the restorative justice conference and completes the agreed-upon conditions resulting from that conference.

Completion

Figure 2.1. Restorative Justice Conference Outcome
Number of Respondents = 101



The majority of completed juvenile conferences resulted in a successful outcome with an agreement (92%), as illustrated in Figure 2.1. In the remaining (8) cases, the parties were unable to come to an agreement at the conclusion of the conference, or the terms of the agreement were not completed. In some of these, the respondent accepted the agreement in the conference, but then failed to meet the conditions. If a juvenile agrees to participate in restorative justice conferencing but does not complete the process (i.e., fails to reach an agreement or complete the conditions), they are automatically routed back to traditional prosecution. The defense attorney reported that—as suggested by the successful completion rate—respondents largely comply with the process, although some have been reluctant to fulfill the requirements. This attorney believed that such reluctance has less to do with any philosophical opposition to restorative justice, but rather reflects a disinclination to do the required work.

If the respondent accepts an offer of restorative justice pre-filing, the arrest warrant and/or charges go away upon successful completion of the conference and resultant agreement. If the restorative justice conference occurs post-filing, there are three likely scenarios for the

outcome of the criminal case: the charges could be dismissed, the case could get deferred prosecution (i.e., the prosecutor agrees to postpone further processing of the case until the respondent has the opportunity to complete the restorative justice conference), or the case could get deferred disposition (i.e., a respondent is required to plead responsible to the charges, but the prosecutor will agree to allow the respondent to complete a restorative justice conference before sentencing). In all three scenarios, the result of a successful restorative justice program is that the charges will be ultimately dismissed, and will not be retained in the respondent's record. In a small number of the most serious cases, the charges will not be dismissed. In those cases, however, having successfully completed the restorative justice process will be considered as mitigating evidence by the prosecutor and judge at the sentencing or disposition phase of the case.

Chapter 3

The Restorative Justice Experience

In addition to stakeholders, researchers also sought feedback from respondents and victims who participated in restorative justice conferences. As noted in Chapter 1, a total of three respondents and ten victims and community members were included in two focus groups. Themes from those conversations, along with feedback gathered through conference exit surveys and interviews with stakeholders, are reported below. Reports from both victim and respondent participants indicate generally positive experiences.

The Victim Experience

Review of exit surveys and the victim focus group revealed three overarching themes from the victim experience: empowerment, therapeutic healing, and desire for follow-up. Overall, victims seem to be optimistic and satisfied with their experiences in the restorative justice program. One victim said in the focus group, “I would recommend the program...I would just say if justice means jail time to you, then don’t even participate. You got to figure out what justice means for you.”

Empowerment

Restorative justice conferencing aims to provide victims with a sense of empowerment and an opportunity to have their voices heard. Proponents of restorative justice programs hope that participating in a conference provides victims the opportunity to stand up for themselves and build resilience to trauma. One attorney went so far as to hypothesize that victims who participate in a restorative justice conference have a better understanding of the criminal processing of their case than victims who testify at trial but are not otherwise involved throughout. “I think [victims] feel much better about the process than they do going through a trial or a plea.” Ideally, restorative justice has the potential to give the victim more control, as opposed to a trial where the prosecutor and judge ultimately determine outcomes.

Restorative justice gives victims the opportunity to voice not only their experiences as a victim, but also to weigh in on how the respondent is held accountable. One victim interviewee articulated a more traditional sense of accountability as punishment.

I was intrigued [by restorative justice]...On the other hand, right is right, wrong is wrong...This kid should have some sort of punishment. (Victim)

However, more commonly, the victims interviewed expressed that offenders were held accountable when they had to face their victims and hear firsthand the implications of their actions. One victim described:

I like the idea of giving a victim's impact statement. I think helping [respondents] build empathy... can be really powerful ... putting a face to what they did... I just feel like that means something more than just throwing [respondents] into the system and then hoping it works out for them. (Victim)

Therapeutic Healing

Being the victim of a crime can be a traumatic and emotional experience. Restorative justice may provide the victim with a meaningful role in the process and a possibility for closure, a way to begin to heal. One stakeholder described a conference experience that exemplified healing: “A victim's mom once hugged the respondent who had beat up her daughter. She was really able to empathize with that young person; it felt like her forgiveness was personal to her, and not just about her daughter.” One focus group participant described the potential healing benefits for victims and respondents:

I think something that [program staff] said that really sold me on [conferencing] was the idea of community and also healing on our side... When I agreed to do it, I was like this will be good for the [respondents] involved. This will help them potentially not re-offend, and put them in a better position. Then [staff] brought up that it could also potentially help us [as victims] get over what had happened to us and get some questions answered and have that kind of catharsis for us. (Victim)

Several stakeholders and conference participants reported that being able to see the respondent as a young person in a bad situation—not just a perpetrator of a crime—enabled some victims to find empathy and sympathy.

In the end [of the conference], the victim was giving the respondent a pep talk about his future, and how they were just the same deep down, and how all he wanted from the respondent in his agreement was that he enroll in a job training program to pursue his dreams. It was life changing to watch this conference. (Stakeholder)

Desire for Follow-Up

After having a more involved role in the restorative justice process, some victims felt that they wanted continued engagement in the case. One stated, “It's not that the restorative

justice conference wasn't enough, but it's this intimate and emotional process and then it's over. If you're going to put a kid through this process—not to mention a victim—then there needs to be something else after that.” Another echoed this sentiment: “As a victim, it's a weird unfinished string cut loose.”

In addition, several victims expressed concern over the ongoing needs of *respondents*, which were often revealed during the conferencing process.

When we sat down [for the conference], I saw the [respondent] turn into a victim. I've heard everybody at this table talk about how they felt for the [respondent], how their lives were difficult. Now, this child [respondent] ... [has] given you some of the most intimate details of their lives, and some of their hardships. Afterwards, it's 'Okay, you have finished the program. Goodbye.' Who is going to be the wraparound service? ... These kids are pouring their hearts out, and I'm not justifying what they did ... However, we all participated in restorative justice because we want to see them get better... to see things get better... You told me that if I sit here and I explain to you what's going on in my life, that you're going to help. Where is the help? (Victim)

In some instances, victims did receive updates after the conference. One victim reported, “I ... received a follow-up a few months later from [the restorative justice facilitator], telling me [that the respondent is] still making great progress... I'm happy that I gave her the chance.”

Experience of Respondents & Families

A focus group was also held with juvenile respondents who had participated in the restorative justice program. Four themes about the participant experience emerged from that group and from stakeholder interviews: feelings of empowerment and validation for respondents, accountability, understanding for juveniles and their families, and a second chance for these young respondents.

Empowerment & Validation

Once a juvenile is charged with a crime, they enter a justice system where they have limited agency. Stakeholders explained that it is easy for respondents to feel like they do not matter in such a situation, and to feel that things are being done *to* them rather than *with* them.

Participating in a restorative justice conference aims to give young people the confidence and validation needed to make better decisions in the future in the ideal. As one stakeholder explained,

A lot of respondents do what they do because they think that it doesn't matter. I hope that [the restorative justice conference] helps them to realize that what they do *does* matter, and that it has an effect... That this doesn't mean they're a bad person, but instead that they have a lot of power and importance as a human being and can use that to do good or bad. (Stakeholder)

One respondent told his attorney in court that restorative justice program staff thought that "he's a good person," and that he was genuinely shocked and touched to hear that sentiment. A staff member hoped "that [positive feedback] might be the thing that slows him down when he's ever considering reoffending." Program staff hope that this type of experience may help to improve a fragile young person's self-worth and motivate future positive behavior. In their exit survey, one parent discussed how the conference gives voice to respondents.

I think that the program should be available for more kids. Kids often feel like the world is against them, especially when they have gotten in big trouble. Having a program like this allows an open forum for both parties to speak and be heard; it's invaluable. (Parent-supporter participant)

One focus group respondent expressed, "I'm glad I did [the restorative justice conference], it opened my eyes to a lot of things... being aware of other people... Not everybody is out to get you."

Accountability

The restorative justice program seeks to find a productive way to hold respondents accountable, while simultaneously helping youth to better understand the impacts of their actions.

I think [respondent youth] are exposed to so much violence, and they think it's normal, or they've been taught that that's how you respond. I feel like I've seen some 'light bulb moments' where the kids realized what they did is wrong. Moments where they have to be accountable, responsible, and honest. (Stakeholder)

Since these are juvenile participants, school officials are frequently included in the conference. In addition to accountability imposed by the court, the presence of school officials potentially presents school-based accountability (e.g., other school officials

monitoring and encouraging compliance with the agreement), compounding the mechanisms through which respondents may be held accountable.

Even with the powerful impact of a restorative justice conference, and an emotional interaction with the victim, these respondents are still young people. Beyond being held accountable for their actions, one respondent described this experience as part of an ongoing process of his growing maturity:

Yeah, when [the victim] explained their side of the story, everything clicked together, that was why you did that, and that's why I did this, and I could have done that. It showed me how I could have done different during the interaction with the person. If I ever got back in the exact same situation, I'm just going to ignore and walk away....but every situation can't be handled the same. I might have to do something to save my life, self-defense, but yeah, I learned not to put my hands on anybody. But I'm still learning.
(Respondent)

Understanding

A key aspect of the restorative justice program is providing space for all parties to connect, communicate and understand each other. Although one party is the “harmed” and one is the “responsible,” restorative justice seeks to create mutual learning opportunities for all participants. One stakeholder described the benefits of this mutually informative approach: “Defendants often feel like victims are ‘other’ and different from them... In the regular adversarial process, [respondents] never see the victims. Having them sit with the victim really makes a difference, to be able to form that connection between the victim and offender.” One respondent described a growing understanding with the victim’s mother. “The mother didn’t like me but then she heard about me—and my past and stuff—and we started connecting... She told me why she felt that her child was in danger. And she explained what happened to her. We both feel each other’s side of the story.” Others saw that they had commonalities with the other parties involved in the incident. For example, one respondent described, “I thought I was gonna get into it with the victim, but he was cool... [before the conference] I didn’t like them, they was victims, I hated them, disgust, like don’t be around me. But once we sat down and talked ...we have a lot in common.”

Another stakeholder provided an example, stemming from a fight at school where both parties had been both perpetrators *and* victims. “[The participants] appreciated how their conduct affected the other kids, and the ripple effect [for] their parents, their school. It was good for them to hear all of these things that happened to everybody *else* because of the

conflict that had happened between [them].” In this instance, it wasn’t even the understanding between the participants directly involved in the conflict that was most powerful, it was understanding the *impact* of that fighting on others around them. The observer described the process as particularly therapeutic for the parents who were there as supporters of their own children. “They were open about their frustrations about their kids’ behavior, which the kids needed to hear. I think everyone left the resolution with confidence that the issue was settled, including the parents.”

A Second Chance

As with many justice system interventions, one of the main goals is to reduce re-offense. Especially with juveniles, in the ideal, this process would allow them to resolve their case without a conviction and continue with a productive crime-free future, a true second chance. Some stakeholders felt that the restorative justice process might prove more effective for reducing future recidivism than traditional court processing because of the increased understanding, validation, and accountability provided through this approach. One stakeholder explained,

[The respondent] is less likely to harm that same person, definitely. Which is critical because they live in the same community, go to school together, ride the train together... This is more so than if they stand up in front of a judge, because they actually get a chance to think about what they did and talk it through. They are coached through the difference between right and wrong. Most kids don’t get a chance to be coached.
(Stakeholder)

Another stakeholder said, “I really do feel like there’s potential here for [restorative justice] to help reduce recidivism.”

Exit Surveys

Upon completion of a restorative justice conference, all who attended were asked to complete a short survey designed and implemented by the program staff. As illustrated in Table 3.1 below, a total of 32 “responsible individuals,” 42 victims or “harmed individuals,” and 156 “supporters/others” completed the survey. The survey is included as Appendix F.

Table 3.1. Exit Surveys from Restorative Justice Conferences

	Responsible Individual	Harmed Individual	Supporter / Other	
	N	32	42	156
Facilitator prepared you for the conference	4.8	4.8	4.8	
Conference seemed fair	4.8	4.7	4.8	
Agreement was fair	4.8	4.8	4.7	
Problem was resolved	4.7	4.2	4.5	
Conference made the situation better	4.5	4.6	4.6	
You are less fearful of this problem repeating	4.5	4.2	4.2	
You would recommend conferences to a friend	4.7	4.6	4.7	
You would use conferences again	4.6	4.5	4.6	

Note: This survey was offered to all participants of restorative justice conferences though not all chose to complete it. Possible answers were on a scale of 1 to 5: 1 = "strongly disagree," 2 = "disagree," 3 = "not sure," 4 = "agree," 5 = "strongly agree."

¹ An additional four survey respondents identified as both a responsible individual *and* a harmed individual; those four are excluded from the table.

Those who completed the survey were overwhelmingly positive in their responses. Answers to all questions across respondent groups averaged greater than four, suggesting positive program perceptions.⁸ As shown in Table 3.1, victims rated conferences slightly lower than respondents in terms of fairness, whether the underlying problem was fully resolved, concern about a repeat incidence, and willingness to use the process again. Respondents and victims felt similarly prepared for conferences. Respondents and victims also reported similar agreement that the conference made the situation better and that they would recommend restorative justice conferences to a friend.

⁸ Questions were coded using a Likert scale ranging from one (most negative program assessment) to five (most positive program assessment).

Chapter 4

Discussion & Lessons Learned

The concept [of restorative justice] is built on the idea that crime is a personal affront to the victim and to the larger community, which creates an obligation to right the wrongs and make the community whole.
(Zehr 2002:17)

The goal of the DC OAG restorative justice program was to create an off-ramp for juveniles, while promoting healing. The hope is that restorative justice will provide these young people not only with a way to avoid the collateral consequences of justice system involvement, but with tools that will enable them to make better decisions in the future. One stakeholder described the program’s promise this way: “If everyone goes into [restorative justice] with good faith, there’s nothing in the court system that has this kind of potential of getting people together, having their say, and having a positive outcome.”

Almost four years after the first cases were taken into the restorative justice program in the District of Columbia, several hundred juveniles, families, and victims have been impacted by this program. This chapter presents program strengths, challenges, lessons for other jurisdictions considering similar approaches, and recommendations for the program.

Program Strengths

Prosecutor Buy-In

According to many of the stakeholders, being located within a prosecutor’s office is one of the greatest strengths of this program. Especially for juveniles, who are prosecuted by the DC OAG, having the restorative justice program in-house was felt to promote communication between prosecutors and facilitators, bolstering prosecutors’ confidence in the program.

Representatives from the prosecution side reported valuing the opportunity to see restorative programming up close, made easier by the situation of service providers in the prosecutor’s office. While traditionally, they might see case files and communicate with victims, prosecutors involved with this program reported that they benefit from seeing the “restorative” effects on both victims and respondents. One juvenile prosecutor described

having a more comprehensive sense of cases that participated in the program: “I feel good about dismissing a case because I know what’s going on, and [I have] gotten an update, as opposed to other diversion programs.”

Increased Access to Juveniles

Correspondingly, program staff reported that their position within the prosecutor’s office provides them with direct and effective access to the young people felt to be most in need of this type of intervention. As the prosecutor for juvenile respondents, the DC OAG potentially has direct access to target youth who are a good fit for the restorative justice program.

Through both formal and informal mechanisms, program staff communicate with prosecuting colleagues to ensure a steady stream of appropriate referrals. Restorative justice staff reported cultivating goodwill and trust within the office through several methods.

Program staff sends emails to keep attorneys updated on referred cases, improve attorneys’ understanding of the program, and ameliorate concerns—such as worries that restorative justice is “soft on crime.” In fact, program staff believe that the program frequently does more to hold respondents accountable than the traditional court process by requiring them to *participate* in the process, face their victims, be a part of the outcome agreement, and complete commitments made in that agreement.

Legitimacy

Stakeholders further suggested the program’s situation within the prosecutor’s office lends legitimacy to the program in the eyes of victims, other attorneys, and external partners.

Concerns about whether the program is sustainable and reliable are mitigated by the positioning of the program, according to those interviewed. Unlike other social service providers, the restorative justice program does not need to convince the prosecutor’s office to refer to the program, potentially making defense attorneys more comfortable with program referrals. Program staff anticipate that victims who communicate regularly with the prosecutor’s office may also feel more comfortable with a program sponsored by the same office with which they are already in contact.

Dedicated Program Staff

Over the first several years, the restorative justice program expanded to the current seven dedicated staff members: four restorative justice facilitators, a program coordinator who also carries a full restorative justice caseload, and an administrative assistant. Staff were reported to communicate effectively both formally and informally with the prosecution team to ensure the ongoing stream of juvenile respondents to participate. Program staff were also described as dedicated and genuine by the participants and victims with whom they come into contact.

I was talking to my lawyer when [the restorative justice facilitators] walked in, talking about restorative justice, and I just thought of it as something else they were gonna add on, too, *if* they even [released me from holding]. But they explained it and slowly I started to separate [the restorative justice facilitator] from the prosecutors... after a while, I was like, he one thing, and the prosecutor is another. (Respondent)

Challenges

Stakeholder interviews and participant and victim focus groups revealed several challenges over the course of the program, some resolved and some ongoing. These challenges, along with tactics for addressing them and stakeholder responses to the concerns raised, are described below.

Establishing Buy-In

As described above, the program's location within the prosecutor's office was ultimately felt to facilitate buy-in from DC OAG prosecutors. However, this support took time and effort. One attorney explained,

In the beginning, we didn't know what the program was, so many of us didn't send cases—or we only sent super minor cases. Junior prosecutors, especially, didn't want to relinquish control of their cases. But now I trust [the program staff] so much and I know they will take good care of my cases and victims... I will send them anything.
(Stakeholder)

Outreach, training, initial program successes, and ongoing communication eventually bolstered trust in the restorative justice program. Standard use of nondisclosure (confidentiality) agreements was cited as an important tool for gaining support from members of the defense bar. The program also allowed attorneys to observe a restorative justice conference. Program staff suggest that anyone who sits in on a conference is likely to become a natural ally and think more seriously about referring cases.

Appearing Soft on Crime

Anything other than a sentence including time in jail can potentially be criticized as “soft on crime.” Prosecutors may be wary of being seen as risking public safety through non-punitive approaches. As the researchers heard from multiple sources, there is a perception that “punishment and incarceration and all that stuff changes behavior” and a corresponding worry “that anything less than that is too soft and not going to work.” In particular,

prosecutors may worry that *victims* of crime may interpret a restorative justice approach as not taking the crime seriously.

Prosecutors may also be concerned about victims' willingness to participate in the process. Restorative justice conferencing makes more sense in some cases than others, and some victims are more open to the process than others. As one stakeholder said, "Once there's comfort that victims will be treated fairly in the system and not further victimized by the [restorative justice] process, prosecutors are definitely open to that possibility."

One victim's comments highlighted this concern:

How many times can you go through this program? Is it something that we continue to do for the same kid? ... If they can continue to go through this process, we're not actually restoring justice. We're just perpetuating the cycle of making it a little easier for them to do a crime and continue to do the crime over and over and over again. (Victim)

Program staff and some stakeholders agree that restorative justice is not soft on crime; in fact, restorative justice can be more effective at holding respondents accountable. In traditional court proceedings, the juvenile respondent is not an active participant in the process. Moreover, for the class of respondents and types of offenses eligible for restorative justice, punitive responses are limited. Restorative justice, however, requires respondents to sit with victims, parents, and other community members and acknowledge both their behavior and the resulting harm to others. Following this, the respondent and victim are part of the process to determine how to make it better for all involved, with the aim of holding respondents accountable to complete these restorative steps.

Avoiding Net Widening

Nearly all stakeholders mentioned concerns related to net widening—imposing *more* onerous requirements than respondents would have faced without the restorative justice program. While staff would like the program to reach more juveniles and young adults, they do not want to recruit individuals who would otherwise be diverted before entering the justice system (e.g., into school- or community-based programs or through pre-arrest police diversion, or dismissed outright). According to program representatives, this concern shaped much of the planning and early program operations, as details and terms of participation were negotiated with partner agencies and the court. By allowing some respondents to enter the program prior to being charged, restorative justice conferences have the potential to keep these young people from entering the justice system. As one prosecutor described, "We are

hoping to seek more opportunities for restorative justice throughout the life of a case—it’s currently being used to prevent system penetration by juveniles [who] would otherwise be in the system. We’re trying to avoid net widening, but that conversation needs constant attention.” In the most potentially impactful situation, this program could provide an off-ramp for young adults who would otherwise carry a criminal conviction for their entire lives.

Refining Eligibility Criteria

Multiple stakeholders reported a desire for clearer program eligibility criteria. In the interest of getting the new program off the ground, staff were initially willing to accept almost any case in which all parties were amenable to restorative justice. However, some interviewees expressed concern that as the program becomes more established, inequities arose as some prosecutors were simply more likely than others to refer cases—meaning a lack of consistency in which respondents have the opportunity to participate. That is, rather than clear case-related eligibility criteria, some respondents who could potentially benefit from the program do not receive a referral simply because their case is assigned to a prosecutor who is not supportive of restorative justice.⁹

Increasing Young Adult Criminal Referrals

The restorative justice program grew out of a desire to increase alternative diversion options for juveniles by a progressive new attorney general. Early program successes encouraged planners to expand eligibility to young adults with criminal cases. However, such cases are prosecuted by a separate office, the DC USAO. Despite a memorandum of understanding between the two offices, establishing buy-in and consistent young adult referrals for the restorative justice program has proved challenging. DC USAO holds a regular training several times a year for all new prosecutors; restorative justice is one of many programs included in the presentation. Several interviewees suggested that presenting restorative justice as just one of many diversion options—as well as its status as the *newest* and least proven diversion option—has made it a less compelling option for new DC USAO prosecutors. One prosecutor explained, “the lion’s share of 18-24 year old cases go to diversion programs—it’s just not necessarily restorative justice.”

DC USAO supports diversion programs generally and restorative justice, specifically, but referrals for *this* program in particular appear to simply not be a top priority for DC USAO administrators—in contrast to those at DC OAG, who advocated for, planned, and

⁹ Since reading an earlier draft of this report, OAG DC is now experimenting with alternative referral mechanisms that involve restorative justice staff earlier in the process.

implemented the program. One DC USAO representative explained, “I never thought it was our office’s job to increase referrals to restorative justice. I just thought of it as another diversion option.” Moreover, DC USAO prosecutes adults, while DC OAG prosecutes juveniles. Stakeholders reported this difference creates different agency cultures and priorities. One prosecutor quipped, “it’s a lot easier to do this ‘hippy sh**’ when you’re dealing with juveniles.” In part, the challenge may also result from frequent rotation of DC USAO attorneys; it is difficult for program staff to establish communication and trust when staff changes often. Although restorative justice program staff do not find anything inherently more difficult about working with young adults in this context, the challenge of convincing DC USAO attorneys is ongoing.

Lessons for Other Jurisdictions

The experience of establishing the DC OAG restorative justice program suggests several key lessons for other jurisdictions seeking to establish similar programs. One stakeholder was particularly passionate about her plea to others to try restorative justice.

Take the toughest cases! The kids that you think are the worst. Don’t always expect it to be pretty, or without conflict or challenge, or successful. Like everything else, sometimes you win and sometimes you lose. However there are different ways to ‘win’ in restorative justice. Sometimes they don’t complete their agreement but they’ve done amazing work in the conference; or they couldn’t agree on an agreement but this is the first time they’ve heard their mom say something to them that they needed to hear. (Stakeholder)

- 1. Secure Support from the Top** As evidenced at DC OAG, having the support of top-level agency staff enables line staff to feel more confident in their work. Regular reminders of the agency’s commitment from chief officers also helped build ongoing commitment. One stakeholder offered that “pedigree” can matter, as well; noting that one of the DC OAG program staff was a well-respected attorney with an impressive educational and professional record, “not some hippy dippy.”
- 2. Give It Time (and Effort)** Even with a top-down commitment, the DC OAG program took time to become established. “It’s about time; it’s about relationship building to take this seriously.” Confidentiality agreements for program staff also helped build those relationships and trust, especially with the defense bar. Depending on the jurisdiction, judicial officers may appreciate (or require) update reports on participant progress as well. Communication with representatives from each partner agency should reveal what

they need to feel comfortable with this type of program. In the end, though, time and ongoing communication will likely be essential to build trust and relationships.

- 3. Expand Gradually** Stakeholders recommend starting small and expecting many failures before finding rhythm and success. Starting with a narrow set of eligibility criteria and limiting the program to select cases with relatively minor injuries to victims (e.g., misdemeanor assault) was seen by program planners as a reasonable way to “get their feet wet” before considering expanding to other more serious cases. One stakeholder cautioned this program will not work for all respondents, especially for more serious cases with “tougher” defendants. “This is not a challenge or obstacle, it’s just the reality of limitations; this is how you figure out where you want to be as a program.” Another stakeholder suggested that restorative justice is just not for everyone, as it often requires more work than traditional court, where “you don’t have to do or feel nothing if you don’t want to.”
- 4. Provide Cross-Agency Training** Training for all partners is essential. Specifically, line staff from prosecutor and defense agencies should receive training on the concepts of restorative justice, how to talk with victims, and what to expect from the process. Some stakeholders maintained that partner staff should observe a conference to fully comprehend its potential; others felt it was not appropriate for attorneys to observe conferences. Even without such observations, solid research could be an effective tool to convince relevant stakeholders of the potential benefits of restorative approaches. For prosecutors specifically, future research on the impacts on victims may be as important as recidivism studies.
- 5. Determine a Diversion Model** There was some disagreement among stakeholders about the appropriateness of a pre-plea versus post-filing approach. Most felt the biggest impact could be made by taking juveniles prior to system penetration (i.e., pre-plea), using this program as a true “off-ramp.” This is likely to be a major decision among partners that should be handled very early in the process, so that it is not a continued source of disagreement, with the potential to negatively impact program referrals.
- 6. Select Staff Thoughtfully** The biggest source of advice from stakeholders was to carefully consider program staff—both in terms of who is hired and how to maximize staff strengths. Identify whether a particular facilitator is particularly strong with young girls, while another might be a better fit with boys involved in gangs, for example. “Staff matters, every individual is ‘special.’” Another stakeholder reported that there was a

noticeable difference between staff who truly buy into restorative justice versus those who are just doing their job. The believers really “make a connection” with the respondents and their families. “You can have a great concept, but it just doesn’t work out if you don’t have the right staff.”

This relatively new program has had its share of startup challenges and growing pains, but the juveniles, victims, and community members we spoke with reported largely positive restorative justice experiences. By expanding beyond nonviolent misdemeanor juvenile cases, the program has the potential to offer young people a way to avoid a criminal record and, hopefully, build stronger connections to their communities.

References

Zehr, Howard. 2002. *The Little Book of Restorative Justice*. Brattleboro, VT: Good Books.

Appendix A. Young Adult Cases

Expanding to Criminal Court

Most recently, the DC OAG sought to expand on the success of their juvenile restorative justice program with a population of young adults, aged 18-24. Unlike juvenile cases, young adults are processed in criminal court and prosecuted by the United States Attorney's Office for the District of Columbia (DC USAO). DC OAG staff partnered with DC USAO on the Department of Justice grant funding this expansion and the current evaluation. Prior to this initiative, the common offer for a young adult facing relatively low-level misdemeanor charges included a deferred sentencing agreement with 54 hours of community service. After much negotiation between prosecutors' offices, a memorandum of understanding in support of the restorative justice program outlined that young adults otherwise facing an offer of a deferred sentencing agreement plus 54 hours of community service would now be offered a choice: the standard offer or the standard offer *plus* a condition to complete a restorative justice conference. For those opting for the latter and successfully completing the conference, the prosecutor agreed to consider waiving any further community service hours. However, there was no *promise* that the waiver would happen.

The referral process for young adults is otherwise similar to the process for juveniles described in Chapter 2. A screening prosecutor from DC USAO considers the nature of the case and the defendant's criminal history to determine eligibility for a diversion program. Certain prior convictions or facts of the current case (e.g., felony drug distribution or sales; sex or gun offenses in the past ten years) may disqualify a defendant from some programs. Generally, the DC USAO prosecutors send only those low-level misdemeanants with four or fewer prior criminal convictions for diversion. If the case meets these requirements, then the line attorney consults with the victim and extends a plea offer to the defendant. Other diversion programs potentially under consideration at this point include a community service deferred sentencing agreement, drug court, mental health court, redirect diversion (mandated job training), or redirect education diversion (mandated work with a mentor towards a GED). All line prosecutors attend a training session focused on diversion programs, which includes information on the restorative justice program.

In the young adult criminal court model, defendants who are successful in attending the conference and completing the agreement can withdraw the guilty plea and have their case dismissed. If the defendant is not successful at restorative justice, then the case goes straight to sentencing, since the defendant has already pled guilty. These consequences are fairly standard for a prosecutorial diversion program.

Slow Adaptation

The first referral from the DC USAO was in early 2018, but additional referrals came in at a trickle. By the end of 2018, the young adult expansion had seen a total of six referrals with three restorative justice conferences completed. A recent change in U.S. Attorney administration was one possible reason for this underwhelming utilization of the cross-office effort. A prosecutor at DC USAO posited that this type of program may be more successful with juveniles due to more flexibility in sentencing, ability to seal records, and more of an emphasis on rehabilitation with that age group. There was another aspect of the program that did not translate to the young adult model: the facilitators work in the same office as the juvenile prosecutors, supporting a quicker route to trust and buy-in for the juvenile program. This type of intra-office trust and comradery does not necessarily transfer out of office to the DC USAO prosecutors.

Training differences may also have resulted in greater support among the juvenile prosecutors at DC OAG, where dedicated juvenile prosecutors received specialized training explicitly in support of restorative justice approaches. This falls in contrast to the experience of DC USAO prosecutors who work brief two- to five-month rotations and are presented restorative justice as only one of several diversion options.

Appendix B. Minor Assent Form

DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL RESTORATIVE JUSTICE PROJECT MINOR ASSENT FORM FOR FOCUS GROUP

1. Why are you being invited to take part in this focus group?

The Center for Court Innovation has been asked to evaluate the DC Office of the Attorney General's Restorative Justice Project. As part of that research, we would like to talk with participants who have been through the process. We want to discuss your experiences and opinions about the program.

2. Who is doing the study?

Researchers from the Center for Court Innovation are conducting the study. (Contact information is at the end of the form.)

3. What is the purpose of this study?

The purpose of this study is to learn from participants about the restorative justice conference in which you recently participated. Our goal is to begin learning about how we can best resolve court cases with young adults. We think restorative justice is a new and different method being used in the courts and we'd like to hear what participants think about it.

4. What will you be asked to do?

You will be asked to attend a focus group for about an hour and a half with a few other young adults who are of similar age. During the discussion group, we will discuss your feelings about the restorative justice process and opinions about how you were treated in that program. Only the researchers and the other young adults taking part in the discussion will be in the room.

5. What are the possible risks and discomforts of being in this study?

There are not many risks to this discussion group. Although we will ask about your experiences in court, we will only ask about the case that had a restorative justice conference and that is now closed and over. You do not have to answer any question that makes you uncomfortable. There will be no adults in the room other than the researcher from the Center for Court Innovation. Nothing you say here will have any impact on past or future court cases or be reported anywhere with a name on it.

6. Are there any benefits to being in this study?

To thank you for your time, you will receive a \$15 gift card for participation. This study also gives you an opportunity to provide recommendations and feedback to the Office of the Attorney General's Restorative Justice team about how to improve their program.

7. Do you have to take part in this study?

No. Your participation in this study is completely voluntary. Whether or not you participate in this group *will not* be reported to the court, any attorneys, or even the restorative justice staff. Everything you say will be confidential.

8. Do you have to stay in the study?

No. You can stop at any time. You can refuse to answer any question asked. You can ask for anything you said to be removed from the study at any time.

9. Will information about you be confidential?

Yes. If you participate, we promise that we will take the greatest safeguards so that everything you tell us remains confidential.

- Your name will not be given to anyone outside of the research team at the Center for Court Innovation and will never be used in a report.
- All notes and written records from the focus group will be kept in locked cabinets in a secure area at the Center for Court Innovation.
- All records will be kept for three years after the study's completion; after that time period, the consents and notes of the group discussions will be destroyed.

The only exception to the pledge of confidentiality is if you tell the researchers that you intend to harm yourself or somebody else or intend to commit a specific crime against someone else in the future. If this happens, the researchers may contact the appropriate authorities. However, we will not ask you about this and will tell all the members of the focus group not to share this information.

10. What should you do if you have any questions?

If you have any questions about the study, or want to receive a summary of the study results when it is done, you can contact Dana Kralstein, Senior Research Fellow at the Center for Court Innovation at dkralstein@nycourts.gov.

In addition, you can contact the Institutional Review Board Administrator, Elise White, at the Center for Court Innovation at (646) 386-5918 if you have any questions about your rights as a research participant.

Your parent or legal guardian has already given permission for you to participate in this focus group, but please sign and date below to show that you have read and understood this information, and that you agree to participate in the study. A copy of this assent form will be given to you.

**DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL
RESTORATIVE JUSTICE PROJECT
MINOR ASSENT FORM FOR FOCUS GROUP**

PARTICIPANT STATEMENT

I have read and understand the information about the focus group. I understand that by signing this paper, I am agreeing to participate in the focus group. I understand that my parent or legal guardian has already given permission for me to participate. I understand that I will not be punished or penalized if I do not participate in the focus group. I understand that I will receive a \$15 gift card for participating.

Please check both boxes below, fill in the information requested, sign, and return this form on the day of the focus group.

- I agree to participate in the focus group about my experiences and opinions of the DC Office of the Attorney General’s Restorative Justice project.**

Minor Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

- I understand that the group discussion will be audio-recorded. _____ (initial here)**

Appendix C. Parental Consent Form

DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL RESTORATIVE JUSTICE PROJECT PARENTAL CONSENT FORM FOR FOCUS GROUP

You are being given this form because you are the parent or legal guardian for a minor who has been asked to participate in a short focus group about his or her participation in the DC Office of the Attorney General's Restorative Justice Project on a recent court case, either as a respondent or a victim. Please read through this form and then sign it if you are willing to let your child participate in the focus group. Your child can return the form at the time of the focus group. Thank you!

1. Why is your child being invited to take part in this focus group?

The Center for Court Innovation has been asked to evaluate the DC Office of the Attorney General's Restorative Justice Project. As part of that research, we would like to talk with participants who have been through the process. We want to discuss his or her experiences and opinions about the program.

2. Who is doing the study?

Researchers from the Center for Court Innovation are conducting the study. (Contact information is at the end of the form.)

3. What is the purpose of this study?

The purpose of this study is to learn from participants about the restorative justice conference in which they recently participated. Our goal is to begin learning about how we can best resolve court cases with young adults. We think restorative justice is a new and different method being used in the courts and we'd like to hear what participants think about it.

4. What will your child be asked to do?

Your child will be asked to attend a focus group for about an hour and a half with a few other young adults who are of similar age. During the discussion group, we will discuss your child's feelings about the restorative justice process and opinions about how he or she was treated in that program. Only the researchers and the other young adults taking part in the discussion will be in the room.

5. What are the possible risks and discomforts of being in this study?

There are not many risks to this discussion group. Although we will ask about your child's experiences in court, we will only ask about the case that had a restorative justice conference and that is now closed and over. Your child does not have to answer any question that makes him or her uncomfortable. There will be no adults in the room other than the researcher from the Center for Court Innovation. Nothing your child says here will have any impact on past or future court cases or be reported anywhere with a name on it.

6. Are there any benefits to your child being in this study?

To thank him or her for their time, your child will receive a \$15 gift card for participation. This study also gives your child an opportunity to provide recommendations and feedback to the Office of the Attorney General's Restorative Justice team about how to improve their program.

7. Does your child have to take part in this study?

No. Your child's participation in this study is completely voluntary. Whether or not he/she participates in this group *will not* be reported to the court, any attorneys, or even the restorative justice staff. Everything your child says will be confidential.

8. Does your child have to stay in the study?

No. Your child can stop at any time. Your child can refuse to answer any question asked. Your child can ask for anything he or she said to be removed from the study at any time.

9. Will information about your child be confidential?

Yes. If your child participates, we promise that we will take the greatest safeguards so that everything your child tell us remains confidential.

- Your child's name will not be given to anyone outside of the research team at the Center for Court Innovation and will never be used in a report.
- All notes and written records from the focus group will be kept in locked cabinets in a secure area at the Center for Court Innovation.
- All records will be kept for three years after the study's completion; after that time period, the consents and notes of the group discussions will be destroyed.

The only exception to the pledge of confidentiality is if your child tells the researchers that he or she intends to harm himself or somebody else or intends to commit a specific crime against someone else in the future. If this happens, the researchers may contact the appropriate authorities. However, we will not ask your child about this and will tell all the members of the focus group not to share this information.

10. What should you do if you have any questions?

If you have any questions about the study, or want to receive a summary of the study results when it is done, you can contact Dana Kralstein, Senior Research Fellow at the Center for Court Innovation at dkralstein@nycourts.gov.

In addition, you can contact the Institutional Review Board Administrator, Elise White, at the Center for Court Innovation at (646) 386-5918 if you have any questions about your rights as a research participant.

Please sign and date below to show that you have read and understood this information, and that you agree to participate in the study. A copy of this consent form will be given to you.

**DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL
RESTORATIVE JUSTICE PROJECT
PARENTAL CONSENT FORM FOR FOCUS GROUP**

PARENT STATEMENT

I have read and understand the information about the focus group. I understand that by signing this paper, I am giving my child permission to participate in the focus group. I understand that my child will not be punished or penalized if he or she does not participate in the focus group. I understand that my child will receive a \$15 gift card for participating.

Please check both boxes below, fill in the information requested, sign, and return this form on the day of the focus group.

- I agree to have my child participate in the focus group about his or her experiences and opinions of the DC Office of the Attorney General’s Restorative Justice project.**

Parent/Guardian Name: _____
(PLEASE PRINT)

Child Name: _____

Signature of Parent/Guardian: _____

Date: _____

- I understand that the group discussion will be audio-recorded. _____ (initial here)**

Appendix D. Adult Consent Form

DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL RESTORATIVE JUSTICE PROJECT ADULT CONSENT FORM FOR FOCUS GROUP

1. Why are you being invited to take part in this focus group?

The Center for Court Innovation has been asked to evaluate the DC Office of the Attorney General's Restorative Justice Project. As part of that research, we would like to talk with participants who have been through the process. We want to discuss your experiences and opinions about the program.

2. Who is doing the study?

Researchers from the Center for Court Innovation are conducting the study. (Contact information is at the end of the form.)

3. What is the purpose of this study?

The purpose of this study is to learn from participants about the restorative justice conference in which you recently participated. Our goal is to begin learning about how we can best resolve court cases with young adults. We think restorative justice is a new and different method being used in the courts and we'd like to hear what participants think about it.

4. What will you be asked to do?

You will be asked to attend a focus group for about an hour and a half with a few other young adults who are of similar age. During the discussion group, we will discuss your feelings about the restorative justice process and opinions about how you were treated in that program. Only the researchers and the other young adults taking part in the discussion will be in the room.

5. What are the possible risks and discomforts of being in this study?

There are not many risks to this discussion group. Although we will ask about your experiences in court, we will only ask about the case that had a restorative justice conference and that is now closed and over. You do not have to answer any question that makes you uncomfortable. There will be no adults in the room other than the researcher from the Center for Court Innovation. Nothing you say here will have any impact on past or future court cases or be reported anywhere with a name on it.

6. Are there any benefits to being in this study?

To thank you for your time, you will receive a \$15 gift card for participation. This study also gives you an opportunity to provide recommendations and feedback to the Office of the Attorney General's Restorative Justice team about how to improve their program.

7. Do you have to take part in this study?

No. Your participation in this study is completely voluntary. Whether or not you participate in this group *will not* be reported to the court, any attorneys, or even the restorative justice staff. Everything you say will be confidential.

8. Do you have to stay in the study?

No. You can stop at any time. You can refuse to answer any question asked. You can ask for anything you said to be removed from the study at any time.

9. Will information about you be confidential?

Yes. If you participate, we promise that we will take the greatest safeguards so that everything you tell us remains confidential.

- Your name will not be given to anyone outside of the research team at the Center for Court Innovation and will never be used in a report.
- All notes and written records from the focus group will be kept in locked cabinets in a secure area at the Center for Court Innovation.
- All records will be kept for three years after the study's completion; after that time period, the consents and notes of the group discussions will be destroyed.

The only exception to the pledge of confidentiality is if you tell the researchers that you intend to harm yourself or somebody else or intend to commit a specific crime against someone else in the future. If this happens, the researchers may contact the appropriate authorities. However, we will not ask you about this and will tell all the members of the focus group not to share this information.

10. What should you do if you have any questions?

If you have any questions about the study, or want to receive a summary of the study results when it is done, you can contact Dana Kralstein, Senior Research Fellow at the Center for Court Innovation at dkralstein@nycourts.gov.

In addition, you can contact the Institutional Review Board Administrator, Elise White, at the Center for Court Innovation at (646) 386-5918 if you have any questions about your rights as a research participant.

Please sign and date below to show that you have read and understood this information, and that you agree to participate in the study. A copy of this consent form will be given to you.

**DISTRICT OF COLUMBIA OFFICE OF THE ATTORNEY GENERAL
RESTORATIVE JUSTICE PROJECT
ADULT CONSENT FORM FOR FOCUS GROUP**

PARTICIPANT STATEMENT

I have read and understand the information about the focus group. I understand that by signing this paper, I am agreeing to participate in the focus group. I understand that I will not be punished or penalized if I do not participate in the focus group. I understand that I will receive a \$15 gift card for participating.

Please check both boxes below, fill in the information requested, sign, and return this form on the day of the focus group.

- I agree to participate in the focus group about my experiences and opinions of the DC Office of the Attorney General’s Restorative Justice project.**

Name: _____
(PLEASE PRINT)

Signature: _____

Date: _____

- I understand that the group discussion will be audio-recorded. _____ (initial here)**

Appendix E. Sample Conference Agreements

RESTORATIVE JUSTICE CONFERENCE AGREEMENT FORM

Date /Time: March 1, 2018

Facilitator: [Facilitator]

Location: _____

Case: [Youth/Respondent]

POINTS OF AGREEMENT	DATE FOR COMPLETION	PERSON TO VERIFY COMPLETION
1. [Youth] apologized for punching [Victim]. [Victim] accepted [Youth's] apology.	[same day]	[Facilitator]
2. [Youth] and [Victim] agree not to speak negatively about each other on social media. In addition, [Youth] and [Victim] agree to allow their parents to monitor their social media pages for 1 month.	April 1, 2018	[Facilitator]
3. [Youth] and [Victim] agree to respect each other and respect each other's friends when they see each other in school or outside school.	May 31, 2018	[Facilitator]
4. [Youth] agrees to enroll in and complete an anger management course identified by her social worker.	May 31, 2018	[Social Worker]
5. [Youth] agrees that when someone makes her angry, she will take a 5 minute break and call [her credible messenger (Mentor)] to talk through the issue and practice her coping skills.	May 31, 2018	[Credible Messenger]

Name
Youth/Respondent

Signature

_Victim_____

Credible Messenger

_Social Worker_____

_Victim's Mother_____

Youth's Mother

RESTORATIVE JUSTICE CONFERENCE AGREEMENT FORM

Date /Time: __ (month, day, year) __ **Facilitator:** __ (Facilitator's name) __

Location: __ (location) __ **Case:** __ (Youth/Respondent) __

POINTS OF AGREEMENT	DATE FOR COMPLETION	PERSON TO VERIFY COMPLETION
1. [Youth] apologized for taking [Victim's] tablet and smashing his window. [Victim] forgave [Youth].	[same day]	[Facilitator]
2. [Youth] agrees to finish his Health Aid training course.	August 31, 2018	[Facilitator]
3. [Youth] agrees to get permission from his probation officer to apply for at least 5 jobs outside the District of Columbia.	August 31, 2018	[Facilitator]
4. [Youth] agrees to think before he acts and apply his life skills lessons, not to steal or cause harm to others.	August 31, 2018	[Facilitator]
5. [Youth] agrees to communicate with [his girlfriend] when he is feeling helpless, and work with [his girlfriend] to establish new people he can go to for help.	August 31, 2018	[Girlfriend]

Name
__ [Youth/Respondent] __

Signature

__ [Youth's Girlfriend] __

__ [Victim] _____

Appendix F. Participant Exit Survey

Date of Conference: _____

Facilitator: _____

What was your role in the conference?

<input type="checkbox"/> Responsible Individual
<input type="checkbox"/> Harmed Individual
<input type="checkbox"/> Supporter
<input type="checkbox"/> Other:

<i>Please tell us what you thought of the Restorative Justice Conference</i>	Strongly agree	Agree	Not sure	Disagree	Strongly disagree
1. Did the facilitator prepare you for the conference?					
2. Did the conference seem fair?					
3. Was the agreement/plan fair?					
4. Do you feel that the problem that brought you here today has been resolved?					
5. Did the Restorative Justice Conference make the situation better?					
6. Are you less fearful of this problem happening in the future?					
7. Would you recommend this process to a friend?					
8. Would you use this process again?					

Please share comments on the back of this form.



Community Perceptions of the District of Columbia's Cure the Streets Violence Interruption Program: Wave 1

Report of Findings

Final Report | February 5, 2020

Prepared for:

Office of the Attorney General (OAG)
for the District of Columbia
441 4th St. NW Suite 1100 South
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Executive Summary

In 2018, with funding support from the Council of the District of Columbia, the Office of the Attorney General of the District of Columbia (OAG) launched the “Cure the Streets” program, a violence interruption pilot program. Cure the Streets uses proven, public-health strategies that treat violence like a disease that can be interrupted, treated, and stopped from spreading. The data-driven CURE violence model has been applied to reduce shootings and killings in more than 100 cities nationwide and globally.

Cure the Streets focuses on three main actions:

- I. Interrupt potentially violent conflicts by preventing retaliation and mediating simmering disputes;
- II. Identify and treat individuals at the highest risk for conflict by providing support services and changing behavior; and
- III. Engage communities in changing norms around violence.



In partnership with the National Association for the Advancement of Returning Citizens Cure the Streets (NAARC - CTS), and community leaders, OAG hired and trained credible District residents, or “violence interrupters,” with deep ties to their neighborhoods to engage with warring camps, attempt to calm tense situations, and mediate between the sides to stop violence before it happens. The program initially operated in two sites with some of the highest rates of gun violence in the District, one in Ward 5 and one in Ward 8. OAG received additional funding from the Council of the District of Columbia for FY2020 in order to expand the program to four additional sites in Wards 7 and 8, for a total of six active program sites.

This report presents findings of a study conducted on behalf of the Office of the Attorney General for the District of Columbia to establish baseline measurements of key program outcome variables, demographics, as well as attitudes and behaviors related to community violence of residents in the six program sites. As such, the current results:

1. Provide a baseline understanding of community perceptions of violence and other program outcomes, against which future waves may be compared,
2. Allow exploration of demographic, social and attitudinal factors and how they relate to target program outcomes.

FINDINGS AT A GLANCE

- ◆ Approximately **60%** of residents in the original Cure the Streets sites are aware of the program. Approximately **40%** of residents in the expansion sites report awareness.
- ◆ The majority of residents across all communities (**73%**) report that they would reach out to Cure the Streets if they knew someone was in a situation that might escalate to violence.
- ◆ **46%** of residents feel safe in their communities and **55%** report that they avoid being alone at night in their communities. Feelings of safety are lowest in Trenton Park & Wahler Place (**35%**) and Washington Highlands (**36%**).
- ◆ Washington Highlands residents consistently show the greatest concern about safety and violence, report the greatest impact from violence, are the most likely to view violence as normal, and report the lowest feelings of self-efficacy/empowerment. However, Washington Highlands residents are receptive to Cure the Streets: they show moderate to high willingness to participate in events and reach out to the program and show moderate to high levels of program awareness and event participation.
- ◆ Parents/caregivers consistently show greater concern about, and impact from, community violence.
- ◆ Residents across all communities are particularly concerned about the safety of children and seniors in the community: only about **one-third** believe their community is safe for children and seniors, compared to **46%** who feel safe themselves.
- ◆ Long-term residents generally hold more positive views of their communities. Longer-term residents show higher rates of self-efficacy/empowerment and are more likely to view the community as close-knit.
- ◆ Residents who had heard of the program prior to the survey are more likely to report willingness to engage with the program than those who had not heard of the program.
- ◆ Residents that report a greater sense of social cohesion and self-efficacy/empowerment are more willing to engage with the program, compared to residents that exhibit low ratings on these measures.
- ◆ Consistent with previous literature, the current study demonstrates that social and attitudinal factors correlate with perceptions of safety and violence in the community, as well as with willingness to engage with programs such as Cure the Streets.

The survey was administered on mobile tablets using an “in-person intercept” method, in which surveyors approach community members in public spaces and invite them to complete the survey. Across the six locations, we surveyed 413 adults in December of 2019.

Study findings highlight residents’ attitudes and concerns about violence as well opportunities for Cure the Streets to engage residents in violence interruption programming. Many residents report that they feel unsafe and that gun violence affects their daily lives. These sentiments are greater among parents. Parents and caregivers of children were also more likely to report that violence is normal in their neighborhood, compared to residents without children in the home. Over 60% of respondents report that gun violence impacts how they would send kids to school and 46% of parents express that they would like to move due to gun violence, compared to 36% of non-parents. Additionally, a majority of all respondents reported that their neighborhood is *not* safe for kids and seniors.

We also observe differences in perceptions between new residents and long-term community residents. Residents that have lived in the community for over ten years report feeling more empowered and often have more positive views about their communities than residents who have lived in the community for a shorter time. For instance, 66% of respondents that have lived in the community for 3-10 years avoid being alone at night in the neighborhood, compared to 45% of residents that have lived there for 10-20 years. This pattern may be the effect of self-selection: residents who do not feel positive towards the community may move.

Awareness of Cure the Streets varies widely by location. Program awareness in the original sites (Trinidad and Trenton Park & Wahler Place) is around 60%, compared to awareness of 37%-49% in the four other sites surveyed. This suggests that location-based programming by Cure the Streets is successful in reaching community members. Across all sites, a majority of respondents reported that they would be willing to attend an event and to reach out to Cure the Streets if they or someone they know were involved in a conflict that might lead to violence.

A majority of respondents do not believe that local government is working to end gun violence. However, a majority of respondents believe that they, themselves, can help to lower gun violence. Thus, there is greater belief in respondents’ own power to change their community than in city leadership’s efforts.

Survey findings show differences at the four expansion sites. In particular, residents in Washington Highlands report low feelings of safety and empowerment and the highest rates of normalized violence.

However, the majority of respondents in Washington Highlands report that they are willing to attend a Cure the Streets event, and report willingness to engage with the program.

There are significant relationships among survey items. For example, respondents who report that their neighborhood is close-knit are also more likely to report that they feel safe. Additionally, a feeling of self-efficacy is positively related to reported likelihood of reaching out to Cure the Streets during a potentially violent conflict.

We also performed analyses to understand how awareness of Cure the Streets relates to respondents' perceptions of violence and respondents' attitudes. Respondents who are aware of the Cure the Streets program report less avoidance of being alone on the streets, less impact from gun violence in their daily activities (such as getting to work, choosing businesses and services, and enjoying outdoor activities), greater sense of self-efficacy and a stronger sense of community, and also report greater willingness to reach out to Cure the Streets during a potentially violent conflict. We cannot determine causality during this baseline study, but the results point to positive relationships between engagement in violence reduction programs such as Cure the Streets and positive perceptions of the community and the self.

The survey ended with an opportunity for respondents to voice comments and opinions in their own words. In these recordings, most respondents voiced that an increase in resources would improve their neighborhoods. Respondents mentioned resources such as programming like Cure the Streets, more involvement from local leaders, mentoring, and increased funding. Largely, these open-ended responses mirrored survey results with a greater emphasis on the importance of local and national leaders in the struggle against gun violence.

Overall, respondents report a need for change in their neighborhoods and, for those that are familiar with the program and/or its events, respondents generally report positive feelings about Cure the Streets. Even if respondents were initially unfamiliar with current Cure the Streets efforts, an overwhelming majority of respondents reported likelihood of reaching out to Cure the Streets during a potentially violent conflict *and* of attending a Cure the Streets event. It is clear that respondents are interested in and feel positively about the Cure the Streets program.

Table of Contents

- Executive Summary..... 2
- I. Introduction 9
 - Overview 9
 - Background 11
 - Impact of Community Violence 11
 - Assessing Community Perceptions 15
 - Approach to the Current Study..... 16
- II. Methods..... 17
 - Design..... 17
 - Surveyors 17
 - Survey Instrument..... 17
 - Data Collection..... 20
 - Incentives 20
 - Survey protocol 20
- III. Summary of Findings 23
 - Respondent Demographics..... 24
 - Primary Outcomes 26
 - Perceptions of violence and perceived impact of violence 26
 - Attitudes and social factors 32
 - Perceptions and experiences related to Cure the Streets 35
 - Relationships among Outcomes 42
 - Relationships between social and attitudinal factors and perceptions of violence. 43
 - Relationships between social and attitudinal factors and perceptions of Cure the Streets 44
 - Impact of Cure the Streets awareness and engagement..... 45
 - Open-ended Responses 47
 - Discussion..... 48
- IV. References 52
- V. Appendices..... 54
 - Appendix A: Survey Instrument 54
 - Appendix B: Follow-up card 62
 - Appendix C: Answer card 63

List of Tables

Table 1. Six program sites and Cure the Streets timeline.....	10
Table 2. List of survey questions and corresponding variable names.	18
Table 3. Demographics of the sample.	24
Table 4. Summary of perceptions of violence and perceived impact of violence.	28
Table 5. Summary of perceptions of violence and perceived impact of violence, by demographic subgroup (ANOVA results).	29
Table 6. Summary of responses to questions about attitudes and social factors.	34
Table 7. Attitudes and social factors, by demographic subgroups (ANOVA results).	34
Table 8. Summary of perceptions of Cure the Streets.	37
Table 9. Perceptions of Cure the Streets by demographic groups (ANOVA results).	38
Table 10. Summary of experiences related to Cure the Streets.	40
Table 11. Experiences related to Cure the Streets by demographic groups (ANOVA results).	41
Table 12. Pearson's correlation statistics for pair-wise correlations between social and attitudinal factors and perceptions of violence.	43
Table 13. Pearson's correlation statistics for pair-wise correlations between social and attitudinal factors and perceptions of Cure the Streets.	44
Table 14. Means and standard deviations of 16 outcome variables for respondents who are aware versus not aware of the Cure the Streets program ('Yes' versus 'No'/'Not Sure' responses to <i>Heard of CtS</i>). <i>Heard of CtS</i> was treated as a predictor variable in a MANOVA with 16 outcome variables, as listed in the table.	46

List of Figures

Figure 1. Locations of the six program sites.	11
Figure 2. Cure Violence model, from Butts et al. (2015).	13
Figure 3. Map of Trinidad and Truxton Circle inclusion boundaries.....	21
Figure 4. Marshall Heights inclusion boundary.	21
Figure 5. Trenton Park & Wahler Place, Washington Highlands, and Bellevue inclusion boundaries.	22
Figure 6. Perceptions of violence by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location on the outcome variable ($p < .05$).....	31
Figure 7. Perceived impact of violence by location. There are no significant effects of location.	31
Figure 8. The outcome measures <i>I can help</i> (left panel) and <i>Close-knit</i> (right panel) displayed by Time in neighborhood. Both outcome measures vary significantly by <i>Time in Neighborhood</i> , as indicated by the (*), p 's $< .05$	33
Figure 9. Attitudes and social factors by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).....	35
Figure 10. Perceptions of Cure the Streets by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).....	39
Figure 11. Experiences related to Cure the Streets by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).....	42

I. Introduction

Overview

The Office of the Attorney General (OAG) of the District of Columbia recently launched the Cure the Streets program to address community violence within the city. Cure the Streets is based on the Cure Violence model, an empirically grounded public health framework that treats violence like a disease. The model assumes that violence is contagious and detrimental to the overall physical and mental health of communities, but can be interrupted, treated, and stopped from spreading. Cure the Streets focuses on three main actions:

- I. Interrupt potentially violent conflicts by preventing retaliation and mediating simmering disputes;
- II. Identify and treat individuals at the highest risk for conflict by providing support services and changing behavior; and
- III. Engage communities in changing norms around violence.

Cure the Streets was piloted in two sites within the District – these sites are referred to as the “Original” sites. The program has been expanded to four additional sites, referred to as “Expansion” sites, for a total of six sites.

The current study is Wave 1 of a planned multi-wave study. It was conducted over one year after the program launched in the Original sites (in the summer of 2018), and weeks before the program launched in the Expansion sites (December 2019). The sites and status in the program are summarized in Table 1 and Figure 1. Thus, this study provides “pre-program launch” baseline data for the four Expansion sites and will provide immediate “post-program launch” data for the two Original sites. Additional waves of evaluation are planned, allowing OAG to observe changes in outcome measures across time.

Table 1. Six program sites and Cure the Streets timeline.

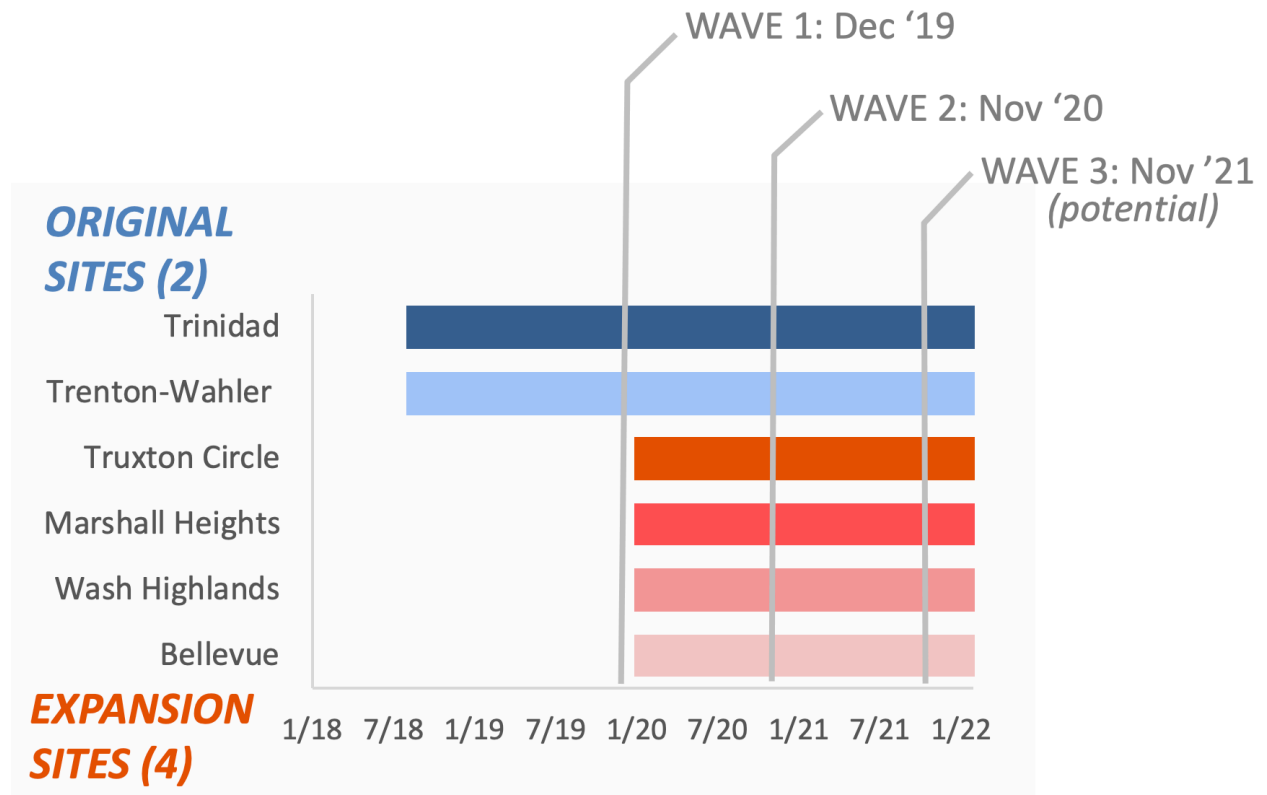


Figure 1. Locations of the six program sites.



Background

Impact of Community Violence

Community violence is violence between acquaintances or strangers. It does not include domestic violence, child abuse, or elder abuse, although these forms of violence may be related. Victimization and exposure to violence can lead to a variety of physical and mental health problems.

Children are particularly vulnerable to the impacts of community violence. A large body of research finds that “childhood exposure to violence is a risk factor for a range of risk behaviors and disorders (e.g., smoking, obesity, high-risk sexual behavior, and depression) that are, in turn, causally related to other major public health problems such as cancer, heart disease, sexually transmitted disease, and suicide”

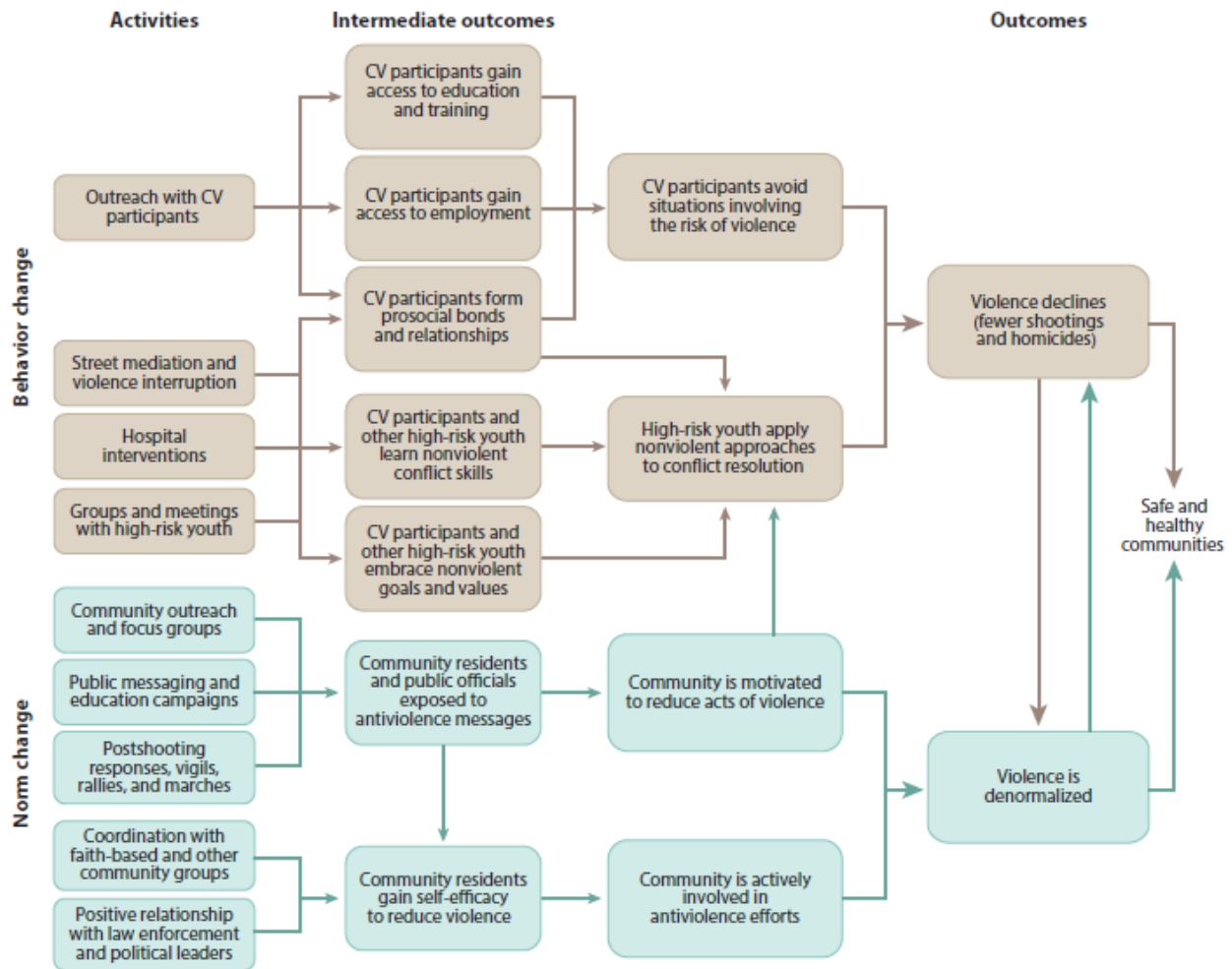
(Krug, Mercy Dahlberg, & Zwi, 2002). Community violence places youth at risk for PTSD, externalizing problems (criminal or aggressive behavior), and internalizing problems such as anxiety and depression (Fowler, Tompsett, Braciszewski, Jacques-Tiura, & Baltes 2009). Hearing about or witnessing violence can be as damaging as direct victimization, as some youth live in fear for their own safety and for the safety of their family and friends. Research shows that children exposed to neighborhood stressors exhibit cellular markers of stress, indicating that exposure to violence negatively impacts the body's stress response system, even at a young age (Theall, Shirtcliff, Dismukes, Wallace, & Drury, 2017).

In high-violence communities, children may learn that violence is a routine way to solve problems, placing them at risk for antisocial and criminal behavior. Exposure to this violence puts children at a much higher risk for exhibiting violent behavior themselves, which perpetuates the cycle of violence in homes and communities (Ransford, Cruz, Decker, & Slutkin 2015).

Fear of neighborhood violence negatively impacts the time that community members (adults and children) spend outdoors, engaging in recreation and leisure activities. Residents may limit time spent outside their home and avoid taking certain routes to work or to the store (Gorman-Smith & Cosey-Gay, 2014). Additionally, children who fear crime in their neighborhood are less likely to play outdoors, depriving them of important social interaction and physical activity (Shinew, Stodolska, Roman, & Yahner, 2013).

Violence also impacts the economic health of communities, including the viability of local businesses. In particular, gun violence is shown to slow business growth, decrease rates of homeownership, and limit property values, and is associated with lower credit scores among residents (Irvin-Erickson, Lynch, Gurvis, Mohr, & Bai, 2017). Additionally, research shows that crime reduces productivity and stifles new business development, resulting in fewer jobs within the community (Irvin-Erickson et al., 2017). The negative impact of violence on economic health may lead to a cycle that perpetuates violence and related high-risk behaviors.

Figure 2. Cure Violence model, from Butts et al. (2015).



The Cure Violence Model

In an effort to reduce violence and improve community health and safety, the Chicago Project for Violence Prevention (CPVP) was formed at the University of Illinois at Chicago. In 1999, CPVP began fielding the CeaseFire program. Later known as Cure Violence, the program treats violence as a public health issue. Cure Violence leaders propose that violence is contagious and aim to stop the spread of violence via interventions that change the behaviors and attitudes of high-risk youth. Programs based on this model recruit “violence interrupters” and other outreach workers to counsel at-risk youth and show them alternate ways of resolving disputes. These “interrupters” are recruited from within the community, and many are former gang members themselves. They are seen as credible messengers, with the ability to positively influence program participants (Butts et al., 2015).

The Cure Violence model (see Figure 2) starts with outreach to high-risk individuals in the community, which can take the form of mediation, mentoring, and/or employment opportunities. Participants are encouraged to use nonviolent methods of conflict resolution and to avoid problematic situations, thereby reducing rates of shootings and other violent behaviors. Meanwhile, outreach in the community encourages norm change through the spread of messages promoting nonviolence and nonacceptance of the “status quo” of violent behavior. The program organizes post-shooting vigils and rallies and promotes positive relationships with law enforcement and community leaders. Through this broad community mobilization, Cure Violence aims to motivate residents to end the cycle of violence in their communities, provide them with the tools to do so, and build confidence towards this goal. Nonviolence becomes a shared purpose for the community, fostering a safer environment for all (Butts et al., 2015).

The Cure Violence model has been implemented in programs in many other cities, including Cure the Streets (Washington, DC), Safe Streets (Baltimore, MD), and Save our Streets (Brooklyn, NY). In Washington, DC, Cure the Streets was implemented in May 2018. Since then, Attorney General Karl Racine has made two statements detailing the initial efforts and successes of the program. First, in 2018, he described the team’s activities, including contact with community members, engagement with high-risk residents, shooting responses, and mediations (OAG, 2018). Citing relevant anecdotes, Racine asserted his belief that Cure the Streets had a positive impact on the target neighborhoods. Through the program, individuals at risk of being victims of violence were removed from dangerous situations. In another instance, mediation was successfully utilized after a shooting (OAG, 2018). In 2019, Racine provided an update on the pilot program, illustrating its further success (OAG, 2019). Data showed that shootings and homicides decreased. Racine also described the impact on community perceptions of safety through feedback from community members. One resident said, “It’s a blessing seeing those yellow shirts early in the morning and late at night in my neighborhood. It makes me and my family feel safe and protected.” There were initial indications that changed perceptions of safety had a concrete impact on daily life.

Safe Streets was implemented in Baltimore, Maryland. The program took place in some of Baltimore’s most violent neighborhoods, including Cherry Hill and McElderry Park. In these neighborhoods, the Safe Streets program was associated with 5.4 fewer homicide incidents and over 30 fewer nonfatal shootings in the studied post-intervention time period (Webster et al., 2012). Additionally, there was a change in perceptions and attitudes around gun usage, with a decrease in support for gun violence after Safe Streets was implemented. Participants in Safe Streets also reported that the program helped them to

resolve family conflict and helped with finding employment. The work in Baltimore illustrates the holistic approach and impact of the program.

Lastly, several adaptations of Cure Violence were implemented in New York City. For instance, Save Our Streets was implemented in the Crown Heights neighborhood of Brooklyn, NY. Over a 29-month period, over 100 conflicts were mediated in Crown Heights (Picard-Fritsche & Cerniglia, 2013). Data indicated a 6% decrease in gun violence rates between pre- and post- Save Our Streets implementation, which is particularly impressive given that Brooklyn saw an 18% increase in shootings across the borough during the same period (Picard-Fritsche & Cerniglia, 2013). Researchers believe that gun violence was 20% lower in Crown Heights than what it would have been without Save Our Streets. Thus, data indicates that Save our Streets has a strong impact on the target communities. Nevertheless, residents of Crown Heights did not report feeling safer post-implementation, nor was there a strong impact on perceptions of gun norms by Crown Heights residents. It may be that there is a delay between a change in violence and a change in community perceptions of violence.

Similar programs were implemented in East New York (Brooklyn) and the South Bronx. In these neighborhoods, young men were less likely to hold violence-endorsing norms after program implementation (Butts & Delgado, 2017; Delgado et al., 2017). In addition, shooting victimization and gun injuries declined in the neighborhoods. Gun injuries in East New York declined 50% between pre- and post-implementation, while shooting victimization decreased 63% in South Bronx pre- and post-implementation. In these neighborhoods, confidence in police also increased. Taken together, the programs demonstrated impressive outcomes in the targeted communities.

Assessing Community Perceptions

Community evaluations should aim for optimal representation of community members. One way to achieve this is through street intercept method, which involves approaching potential respondents on the street or in other public spaces. The street intercept approach was described in a 1997 study as a method of obtaining a representative sample of residents in an urban African American community (Miller, Wilder, Stillman, & Becker, 1997). Here, interviewers worked in pairs and “were instructed to approach the first eligible respondent they saw who was anywhere in the block as the interview period began.” In total, 942 respondents completed the 15-minute survey.

Bryant-Stephens, Kurian, and Chen (2011) applied Miller et al.'s (1997) street-intercept method to evaluate the impact and awareness of a community health program. This project surveyed 1,124 respondents across five years. Incentives were provided in the form of small gifts costing less than \$3 (e.g., notebooks, highlighters, and stress balls). Surveyors were unpaid students, who worked in high-traffic areas in teams surveying residents from target zip codes.

Picard-Fritsche and Cerniglia (2013) used the street intercept method to recruit a sample of Crown Heights, Brooklyn residents in public spaces. Interviewers administered a 10-minute pen-and-paper survey on the area's Cure Violence program, offering a \$5 gift certificate as an incentive. Researchers collected 112 and 104 completed surveys in the first and second waves of the evaluation, respectively. These studies show that the street intercept method is as a reliable approach to obtain a diverse sample of community members.

Approach to the Current Study

Borrowing from previous Cure Violence programs and evaluations, we began with an model of violence interruption that relates to violence-related behaviors and perceptions, personal attitudes and beliefs, and social norms. We posit that Cure the Streets may impact community violence, which, over time, may impact community outcomes (behaviors, perceptions, attitudes/beliefs, and social norms). In other words, community perceptions and psychological/social factors (e.g., social norms regarding violence) have the power to impact community violence and facilitate engagement with Cure the Streets. The survey constructs were drawn from the model (see the Survey Instrument section below) and survey questions were drafted to measure these constructs.

II. Methods

Design

In-person intercept surveys were conducted in public spaces, such as Metro stations and shopping centers, in the six program locations. Surveyors used a Computer-Assisted Personal Interview (CAPI) approach, administering the survey one-on-one via a mobile tablet.

Surveyors

We relied on the principle that community research is most effective when community members are directly involved. To this end, we drew from the program communities when recruiting surveyors. We assembled a team of six surveyors, five of whom lived in or near program sites (the sixth lived in one of the program wards).

Survey Instrument

The survey instrument is included in Appendix A. See Table 2 for the survey questions, the type of measure, and the variable names used throughout this report.

The survey is designed to measure perceptions of safety, behaviors related to safety and violence, social perceptions, optimism/pessimism regarding violence, program awareness, and willingness to use the program. The survey also measured demographic variables such as age, education, child caregiver status, and years lived in the community. The instrument included one open-ended question; verbal responses to the open-ended questions were recorded and transcribed. The survey was constructed and hosted on the Survey Gizmo survey platform. The survey required 5 to 7 minutes to complete.

Table 2. List of survey questions and corresponding variable names.

Measure type	Question number and text	Variable name
Behavioral impact of violence	Q1. I avoid being alone on the streets in this neighborhood at night.	<i>Avoid being alone</i>
Behavioral impact of violence	Q2. I want to move from this neighborhood because of the gun violence here.	<i>Want to move</i>
Perception of violence/safety	Q3. I feel safe in my neighborhood.	<i>Feel safe</i>
Perception of violence/safety	Q4. It is safe for kids and seniors to be out in my neighborhood.	<i>Safe for kids, seniors</i>
Perception of violence/safety	Q5. It's possible to have a sense of well-being in my neighborhood.	<i>Well-being</i>
Perception of violence/safety	Q6. Our neighborhood is moving in the right direction.	<i>Right direction</i>
Self-efficacy/empowerment	Q7. I can be part of lowering gun violence here.	<i>I can help</i>
Violence norm	Q8. Gun violence is normal here.	<i>Violence normal</i>
Trust in leadership	Q9. City leaders are trying to end gun violence here.	<i>Gov leaders</i>
Social cohesion	Q10. This is a close-knit neighborhood.	<i>Close knit</i>
Behavioral impact of violence	Q11a. Does gun violence affect how you send kids to school?	<i>Affect sending kids to school</i>
Behavioral impact of violence	Q11b. Does gun violence affect how choose businesses or services?	<i>Affect choosing businesses</i>
Behavioral impact of violence	Q11c. Does gun violence affect how you interact with friends, neighbors, and family members?	<i>Affect interactions</i>
Behavioral impact of violence	Q11d. Does gun violence affect how you enjoy outdoor activities?	<i>Affect outdoor activities</i>

Measure type	Question number and text	Variable name
Behavioral impact of violence	Q11e. Does gun violence affect how you get to work or other places?	<i>Affect getting places</i>
Program awareness	Q12. Have you heard of 'Cure the Streets', a program that helps mediate disputes and tries to stop gun violence in this neighborhood?	<i>Heard of CTS</i>
Program awareness	Q13. Have you heard about or participated in any Cure the Streets events, such as back to school events, Rock the Block parties or Peace Walks?	<i>Participated in events</i>
Willingness to engage in program	Q14. I would reach out to Cure the Streets if I or someone I know were involved in a conflict that might lead to violence.	<i>Would reach out to CTS</i>
Willingness to engage in program	Q15. I would go to a local event to help reduce violence in my neighborhood, like an anti-violence rally, or an event to learn how our neighborhood can reduce violence.	<i>Would attend event</i>

Data Collection

Data was collected over a two-week period in December 2019 in the six program locations: Trinidad, Truxton Circle, Marshall Heights, Trenton Park & Wahler Place, Washington Highlands, and Bellevue.

A team of six surveyors collected data, all of whom lived in one of the three wards included in the study. Surveyors collected data in pairs in two-hours shifts. Target data collection locations were provided to surveyors, which included Metro stations, major pedestrian intersections, major bus stops, strip malls, apartment complexes, schools, churches, gas stations, restaurants, and food markets. Surveyors were instructed to end a session at any time if they felt unsafe or uncomfortable.

Incentives

A \$5.00 gift card to a local retailer was offered as an incentive to compensate respondents.

Survey protocol

Surveys were administered on mobile tablets using cellular data to access the web-based survey. Using tablets allowed for quick data collection, instant saving of data to a drive, and fluid transition between respondents. At the start of each new survey, the respondent was assigned a unique, anonymous ID number.

Survey participation criteria were (1) 18 years of age or older and (2) reside in one of the six program locations. See Figure 3 for a map of the Trinidad and Truxton Circle boundaries. Because Marshall Heights, Trenton Park & Whaler Place, Washington Highlands, and Bellevue are small geographic areas, residents within 1,000 feet of these four locations were included in the survey. See Figures 4 and 5 for the boundaries of these four locations.

If a respondent qualified but could not complete the survey at that time, they were offered a postcard (see the Follow-up Card in the Appendix B) with (a) a number to call to complete the survey over the phone and (b) a web link to take the survey online.

For survey items captured with a 5-point Likert scale ranging from Strongly Disagree to Strongly Agree, respondents were given a card with the scale printed (see the Appendix C), as a reference. At the end of the survey, participants were given the option of providing a short open-ended response, recorded as an audio file on the tablet. These files were later transcribed. Respondents also had the option of providing their phone number and e-mail address for potential follow-up.

Figure 3. Map of Trinidad and Truxton Circle inclusion boundaries.

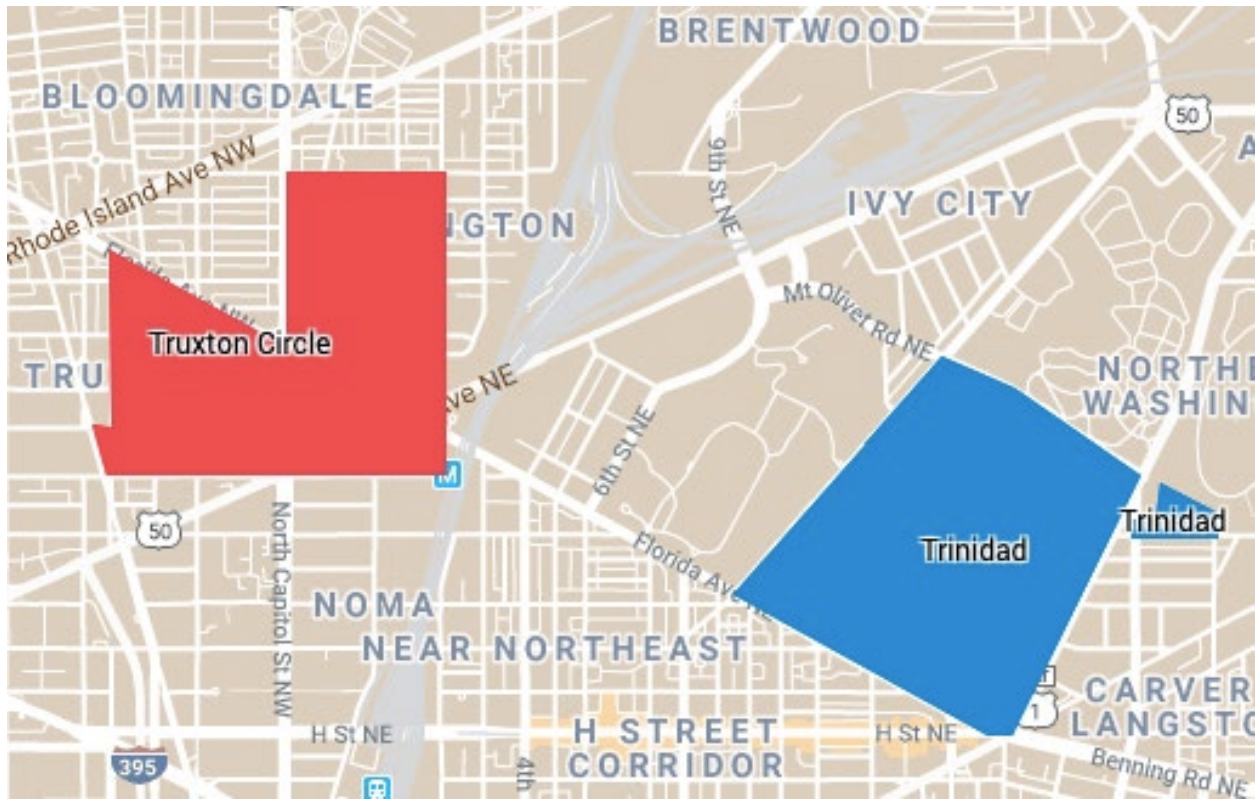
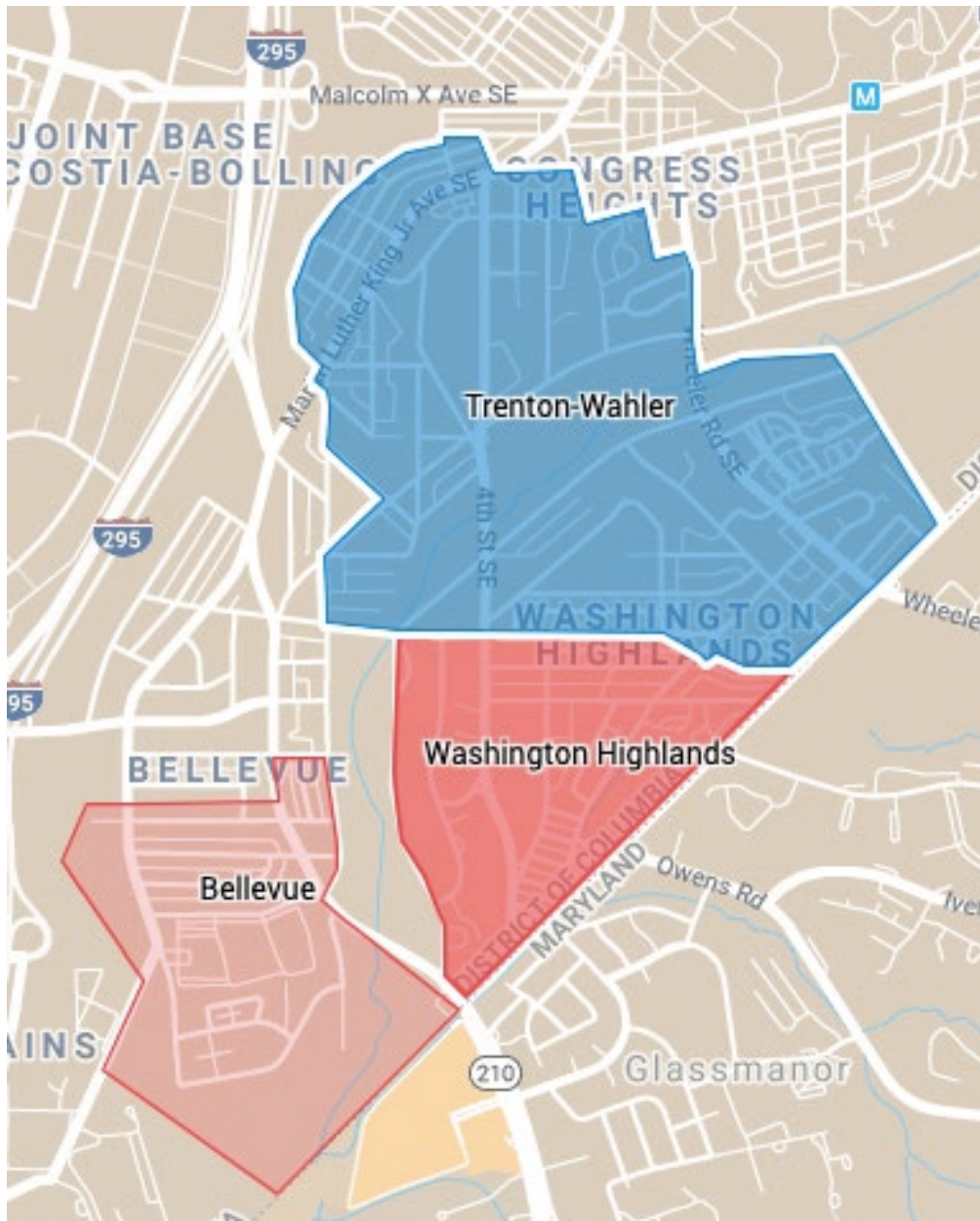


Figure 4. Marshall Heights inclusion boundary.



Figure 5. Trenton Park & Wahler Place, Washington Highlands, and Bellevue inclusion boundaries.



III. Summary of Findings

Interpreting the Findings

We report results of a point-in-time baseline study. Note that while we report statistically significant effects, *we cannot make claims of causality*. For instance, we report that residents that are aware of the Cure the Streets program view the neighborhood as safer than those who have not heard of the program. Does knowing about the program affect how you view the neighborhood, or do your views of the neighborhood affect likeliness to hear about programs like Cure the Streets? These are important questions, but we cannot answer them in the current study. Rather, the data uncover noteworthy interrelationships in the ecology of community violence. Future waves that measure *change over time* can more directly uncover what impact, if any, the program has on communities.

Four hundred ten (410) respondents completed the in-person survey, three respondents completed the survey by phone, and no respondents completed the online survey, yielding a final sample size of 413 respondents. Survey data were summarized and analyzed using SPSS.

For the items measured on a 5-point Likert scale, where 1 = *Strongly disagree* and 5 = *Strongly agree*, descriptive statistics in some tables are provided for a “top-box” category in which *Agree* and *Strongly Agree* are aggregated. Tables that utilize top-box scores are noted. *Education*, *Time in neighborhood*, and *Age* were binned as shown in tables.

Unless otherwise noted, the analyses reported are one-way Analyses of Variance (ANOVAs), in which a demographic or other variable is treated as a predictor variable of a program outcome variable.

Analyses were conducted on the complete 5-point scale data, for survey questions that used a 5-point scale. ANOVAs used a significance criterion of $\alpha = .05$.

In the following sections, we first describe the survey sample, presenting respondent demographics overall and by location/site. Next, we present primary outcomes grouped by question focus, covering perceptions of violence and its impact, followed by attitudes and social factors, and then perceptions of Cure the Streets and experiences related to the program. For each area of focus, we present findings for the total sample and then show how those findings differ by location and other demographics.

After presenting primary outcomes, we explore relationships among select variables to examine how individual attitudes affect perceptions of violence and the Cure the Streets program. Finally, we share a selection of verbatim responses to the open-ended survey question.

Respondent Demographics

The sample was largely Black/African American (93.7%), with slightly more males than females (49.6% male, 47.7% female). All respondents were over the age of 18. Three respondents were still in high school. Because there were so few high school students and because there was little variance in race, these two demographic variables were not included in further analyses.

The average age of the total sample was 47 years. Participants from Bellevue (mean age 49), Trinidad (mean age 50) and Truxton Circle (mean age 50) were slightly older than the sample average, whereas participants from Trenton Park & Wahler Place (mean age 41), Marshall Heights (mean age 43), and Washington Highlands (mean age 45) tended to be younger. Of the sample, 23.5% did not graduate from high school, 47.9% had a high school degree or GED, and 13.3% had a college degree.

Over half the total sample (56.1%) reported living in their neighborhood for 11 or more years. 38.3% of respondents stated that they were a caregiver for a child under the age of 18. Marshall Heights, Trenton Park & Wahler Place, and Washington Highlands had the highest percentages of parents/caregivers.

Table 3. Demographics of the sample.

Variable	Bellevue	Marshall Heights	Trenton Park & Wahler Place	Trinidad	Truxton Circle	Washington Highlands	Total sample
Site status	Expansion	Original	Expansion	Expansion	Original	Expansion	
Number of respondents	61 (14.8%)	74 (17.9%)	57 (13.8%)	84 (20.3%)	70 (16.9%)	67 (16.2%)	413 (100%)
Gender							
Male	22 (36.1%)	37 (50.0%)	31 (54.4%)	40 (47.6%)	40 (57.1%)	35 (52.2%)	205 (49.6%)
Female	31 (50.8%)	35 (47.3%)	26 (45.6%)	43 (51.2%)	30 (42.9%)	32 (47.8%)	197 (47.7%)
Age							
18-25	3 (4.9%)	14 (18.9%)	8 (14.0%)	4 (4.8%)	13 (18.6%)	9 (13.4%)	38 (9.2%)
26-35	15 (24.6%)	10 (13.5%)	15 (26.3%)	11 (13.1%)	13 (18.6%)	12 (17.9%)	76 (18.4%)
36-45	8	16	12	22	21	13	84

Variable	Bellevue	Marshall Heights	Trenton Park & Wahler Place	Trinidad	Truxton Circle	Washington Highlands	Total sample
	(13.1%) ^v	(21.6%)	(21.1%)	(26.2%)	(30.0%)	(19.4%)	(20.3%)
46-55	12 (19.7%)	19 (25.7%)	13 (22.8%)	16 (19.0%)	17 (24.3%)	15 (22.4%)	96 (23.2%)
56-65	13 (21.3%)	11 (14.9%)	8 (14.0%)	19 (22.6%)	4 (5.7%)	7 (10.4%)	75 (18.2%)
66-75	7 (11.5%)	2 (2.7%)	1 (1.8%)	7 (8.3%)	1 (1.4%)	6 (9.0%)	26 (6.3%)
76-85	3 (4.9%)	1 (1.4%)	57 (14.0%)	3 (3.6%)	1 (1.4%)	4 (6.0%)	13 (3.1%)
Over 85	0 (0.0%)	1 (1.4%)	0 (0.0%)	2 (2.4%)	70 (18.6%)	0 (0.0%)	4 (1.0%)
Race							
Black/African American	59 (96.7%)	73 (98.6%)	55 (96.5%)	74 (88.1%)	61 (87.1%)	65 (97.0%)	387 (93.7%)
Caribbean/West Indian	2 (3.3%)	0 (0.0%)	1 (1.8%)	0 (0.0%)	0 (0.0%)	1 (1.5%)	4 (1.0%)
Latino/Hispanic	1 (1.6%)	0 (0.0%)	1 (1.8%)	1 (1.2%)	0 (0.0%)	0 (0.0%)	3 (0.7%)
Asian/Pacific Islander	0 (0.0%)	0 (0.0%)	0 (0.0%)	1 (1.2%)	0 (0.0%)	0 (0.0%)	1 (0.2%)
White/Caucasian	1 (1.6%)	2 (2.7%)	0 (0.0%)	6 (7.1%)	6 (8.6%)	0 (0.0%)	15 (3.6%)
Other/Prefer not to answer	0 (0.0%)	0 (0.0%)	2 (3.5%)	3 (3.6%)	3 (4.3%)	3 (4.5%)	11 (2.7%)
Education level							
No HS degree	9 (14.8%)	9 (12.2%)	15 (26.3%)	25 (29.8%)	22 (31.4%)	17 (25.4%)	97 (23.5%)
HS degree only	32 (52.5%)	43 (58.1%)	26 (45.6%)	37 (44.0%)	29 (41.4%)	31 (46.3%)	198 (47.9%)
Some post-HS education without degree	8 (13.1%)	17 (23.0%)	8 (14.0%)	11 (13.1%)	7 (10.0%)	10 (14.9%)	61 (14.8%)
College/Associates/ Tech degree or greater	11 (18.0%)	5 (6.8%)	8 (14.0%)	84 (13.1%)	12 (17.1%)	8 (11.9%)	55 (13.3%)
Length of time spent living in the neighborhood							
Less than 3 years	11 (18.0%)	8 (10.8%)	4 (7.0%)	6 (7.1%)	10 (14.3%)	7 (10.4%)	46 (11.1%)
3-10 years	20 (32.8%)	22 (29.7%)	24 (42.1%)	25 (29.8%)	17 (24.3%)	25 (37.3%)	133 (32.2%)
11-20 years	18 (29.5%)	21 (28.4%)	20 (35.1%)	28 (33.3%)	8 (11.4%)	15 (22.4%)	110 (26.6%)
20+ years	11	23	9	25	35	19	122

Variable	Bellevue	Marshall Heights	Trenton Park & Wahler Place	Trinidad	Truxton Circle	Washington Highlands	Total sample
Caregiver for any children?	(18.0%)	(31.1%)	(15.8%)	(29.8%)	(50.0%)	(28.4%)	(29.5%)
Yes	19 (31.1%)	36 (48.6%)	29 (50.9%)	24 (28.6%)	20 (28.6%)	30 (44.8%)	158 (38.3%)
No	41 (67.2%)	38 (51.4%)	28 (49.1%)	58 (69.0%)	49 (70.0%)	36 (53.7%)	250 (60.5%)
Not sure	0 (0.0%)	0 (0.0%)	0 (0.0%)	2 (2.4%)	1 (1.4%)	0 (0.0%)	3 (0.7%)

Note. Percentages do not always add to 100% due to missing data. Respondents could choose more than one category for race.

Primary Outcomes

Perceptions of violence and perceived impact of violence

Six survey items measure how respondents view the degree of violence in their community and how violence impacts their lives and behavior. Questions 1 through 5 probe perceptions of safety:

- Q1. I avoid being alone on the streets in this neighborhood at night. (*Avoid being alone*)
- Q2. I want to move from this neighborhood because of the gun violence here. (*Want to move*)
- Q3. I feel safe in my neighborhood. (*I feel safe*)
- Q4. It is safe for kids and seniors to be out in my neighborhood. (*Safe for kids, senior*)
- Q5. It's possible to have a sense of well-being in my neighborhood. (*Well-being*)

Question 11 measures the impact of violence on several aspects of respondents' lives:

- Q11. Does gun violence affect how you...?
 - Q11a. Send kids to school? (*Affect sending kids to school*)
 - Q11b. Choose businesses or services? (*Affect choosing businesses*)
 - Q11c. Interact with friends, neighbors, and family members? (*Affect interactions*)
 - Q11d. Enjoy outdoor activities? (*Affect outdoor activities*)
 - Q11e. Get to work or other places? (*Affect getting places*)

More than half of respondents avoid being alone on the streets at night and less than half feel safe in their neighborhood.

Responses to these questions are summarized in Table 4 and presented by demographic subgroup in Table 5. Responses for each location are graphed in Figures 6 and 7. We found that the majority of respondents have serious concerns about violence and safety: slightly more than half (54.4%) avoid being alone on the streets at night and less than half report feeling safe (46.3%). More than a third

(40.2%) want to move because of gun violence and only a third (32.2%) feel their communities are safe for kids and seniors. More than half report that gun violence affects their ability to send kids to school (62.2% agreement), get to work or other places (55.7% agreement), choose business and other services (52.3% agreement), enjoy outdoor activities (60.8% agreement), and interact with friends, family members, and neighbors (54.0% agreement). On a more positive note, the majority of respondents (59.3%) feel that it is possible to have a sense of well-being in their community.

To test for differences between demographic subgroups, we ran one-way ANOVAs on the Likert scale responses to each question. Location has a statistically significant effect on *Safe for kids, seniors*, with Trinidad and Truxton Circle reporting the highest percentages (40.5% and 41.4%, respectively) of perceived safety for kids and seniors compared to the other sites. Although Cure the Streets is active in Trenton Park & Wahler Place and this location is an original site, only 21.1% of these respondents report that the area is safe for kids and seniors. Location does not have a significant effect on any of the other “perception of violence” items.

Age has a significant effect on *Want to move*, *Affect interactions*, and *Affect outdoor activities*. Elderly respondents (ages 76-85) are the least likely to report that gun violence affects their interactions (30.8%) or their outdoor activities (23.1%). Middle aged respondents report the highest percentage of wanting to move due to gun violence in their neighborhood (51.0% agreement among respondents ages 46-55).

Education has a significant effect on *Well-being*. Respondents with some post-high school education but not a degree are the least likely to report that it’s possible to have a sense of well-being in their neighborhood (42.6% agreement). Those with only a high school degree are the most likely to agree with the well-being statement (65.5% agreement).

Time spent living in the neighborhood has a statistically significant effect on *Avoid being alone*, *Want to move*, and *Safe for kids, seniors*. Respondents living in their neighborhood for less than 3 years or for 3-10 years are the most likely to report that they avoid being alone on the streets at night (58.7% and 66.2% agreement, respectively). Those living in the neighborhood for less than 3 years are also the most likely to want to move (47.8% agreement) and the least likely to see their neighborhood as safe for kids or seniors (13.0% agreement). Interestingly, respondents living in their neighborhood for 11-20 years are the least likely to want to move (28.2% agreement).

Finally, parent/caregiver status has a statistically significant effect on *Avoid being alone, Want to move, I feel safe, Safe for kids, seniors, and Affect getting places*. Parents and caregivers are less likely to state that they feel safe (41.1%) or that their neighborhood is safe for kids and seniors (27.2%). They were more likely to report that gun violence affects their ability to send kids to school (70.3% agreement) and get to work or other places (62.0% agreement). Furthermore, over half of parents and caregivers (61.4%) report that they avoid being alone on the streets at night, and 46.2% reported that they want to move.

Gender does not have a significant effect on perceptions of violence or perceived impact of violence.

Table 4. Summary of perceptions of violence and perceived impact of violence.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Total
Q1. I avoid being alone on the streets in this neighborhood at night.	15.5%	19.4%	10.7%	35.8%	18.6%	100%
Q2. I want to move from this neighborhood because of the gun violence here.	15.3%	27.1%	17.4%	26.6%	13.6%	100%
Q3. I feel safe in my neighborhood.	8.2%	25.7%	19.9%	32.7%	13.6%	100%
Q4. It is safe for kids and seniors to be out in my neighborhood.	18.2%	30.0%	19.6%	23.0%	9.2%	100%
Q5. It's possible to have a sense of well-being in my neighborhood.	6.3%	14.6%	19.8%	47.1%	12.2%	100%

	No	Yes	Total
Q11a. Does gun violence affect how you send kids to school?	37.8%	62.2%	100%
Q11b. Does gun violence affect how you choose businesses or services?	47.7%	52.3%	100%
Q11c. Does gun violence affect how you interact with friends, neighbors, and family members?	46.0%	54.0%	100%
Q11d. Does gun violence affect how you enjoy outdoor activities?	39.2%	60.8%	100%
Q11e. Does gun violence affect how you get to work or other places?	44.3%	55.7%	100%

Table 5. Summary of perceptions of violence and perceived impact of violence, by demographic subgroup (ANOVA results).

	Q1. Avoid being alone	Q2. Want to move	Q3. I feel safe	Q4. Safe for kids, seniors	Q5. Well-being	Q11a. Affect sending kids to school	Q11b. Affect choosing businesses	Q11c. Affect interactions	Q11d. Affect outdoor activities	Q11e. Affect getting places
All Respondents	54.5%	40.2%	46.2%	32.2%	59.3%	62.2%	52.3%	54.0%	60.8%	55.7%
Bellevue (EXP)	63.9%	42.6%	50.8%	34.4%	60.7%	59.0%	52.5%	45.9%	52.5%	47.5%
Marshall Heights (EXP)	44.6%	28.4%	45.9%	29.7%	55.6%	67.6%	58.1%	55.4%	62.2%	63.5%
Trenton Park & Wahler Place (ORIG)	56.1%	50.9%	35.1%	21.1%	57.9%	70.2%	56.1%	52.6%	70.2%	61.4%
Trinidad (ORIG)	42.9%	32.1%	48.8%	40.5%	51.8%	57.1%	46.4%	46.4%	54.8%	48.8%
Truxton Circle (EXP)	58.6%	42.9%	58.6%	41.4%	71.4%	52.9%	50.0%	62.9%	57.1%	57.1%
Washington Highlands (EXP)	65.7%	49.3%	35.8%	22.4%	59.7%	68.7%	52.2%	61.2%	70.1%	56.7%
Age										
18-25	34.2%	21.1%	44.7%	28.9%	57.9%	57.9%	55.3%	57.9%	60.5%	44.7%
26-35	59.2%	44.7%	46.1%	26.3%	60.5%	71.1%	46.1%	59.2%	64.5%	52.6%
36-45	52.4%	29.8%	42.9%	32.1%	59.8%	57.1%	58.3%	59.5%	66.7%	57.1%
46-55	58.3%	51.0%	42.7%	37.5%	54.7%	67.7%	50.0%	50.0%	59.4%	58.3%
56-65	57.3%	44.0%	52.0%	36.0%	57.3%	64.0%	60.0%	53.3%	62.7%	65.3%
66-75	57.7%	38.5%	53.8%	23.1%	61.5%	53.8%	50.0%	50.0%	50.0%	53.8%
76-85	46.2%	38.5%	61.5%	38.5%	84.6%	38.5%	23.1%	30.8%	23.1%	30.8%
over 85	50.0%	25.0%	25.0%	25.0%	75.0%	0.0%	25.0%	0.0%	50.0%	25.0%
Gender										
Female	57.4%	40.6%	45.2%	33.5%	60.4%	63.5%	56.3%	56.9%	62.9%	55.8%

		Q1. Avoid being alone	Q2. Want to move	Q3. I feel safe	Q4. Safe for kids, seniors	Q5. Well-being	Q11a. Affect sending kids to school	Q11b. Affect choosing businesses	Q11c. Affect interactions	Q11d. Affect outdoor activities	Q11e. Affect getting places
All Respondents		54.5%	40.2%	46.2%	32.2%	59.3%	62.2%	52.3%	54.0%	60.8%	55.7%
	Male	50.2%	38.5%	48.8%	31.2%	59.0%	62.4%	51.2%	53.2%	61.0%	57.6%
	No HS degree	53.6%	45.4%	46.4%	28.9%	57.7%	61.9%	51.5%	56.7%	62.9%	55.7%
	HS degree only	53.0%	36.4%	49.5%	31.3%	65.5%	65.7%	53.0%	53.5%	60.1%	56.6%
Education	Some post-HS education without degree	49.2%	42.6%	41.0%	37.7%	42.6%	57.4%	57.4%	54.1%	63.9%	57.4%
	Coll/assoc/tech degree or greater	67.3%	40.0%	41.8%	36.4%	58.5%	54.5%	43.6%	49.1%	56.4%	49.1%
	Less than 3 years	58.7%	47.8%	32.6%	13.0%	56.5%	58.7%	58.7%	69.6%	69.6%	65.2%
Time in neighborhood	3-10 years	66.2%	44.4%	42.1%	27.1%	50.8%	65.4%	57.1%	52.6%	60.9%	54.1%
	11-20 years	44.5%	28.2%	50.9%	39.1%	63.3%	58.2%	44.5%	48.2%	58.2%	50.9%
	20+ years	49.2%	42.6%	52.5%	39.3%	66.1%	63.1%	50.8%	54.1%	59.8%	57.4%
Parent/ Caregiver	No	50.8%	36.4%	50.0%	35.2%	60.1%	57.6%	48.4%	53.6%	58.4%	51.6%
	Yes	61.4%	46.2%	41.1%	27.2%	58.0%	70.3%	57.6%	55.1%	65.2%	62.0%

Note: Percentages represent the percent of top-box responses (aggregate of Agree and Strongly Agree) for each Q1 – Q5, and the percent of Yes responses for Q11a – Q11e. Red, bold text indicates a significant main effect of the demographic variable on the outcome variables ($p < .05$). EXP = Expansion site; ORIG = Original site.

Figure 6. Perceptions of violence by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location on the outcome variable ($p < .05$).

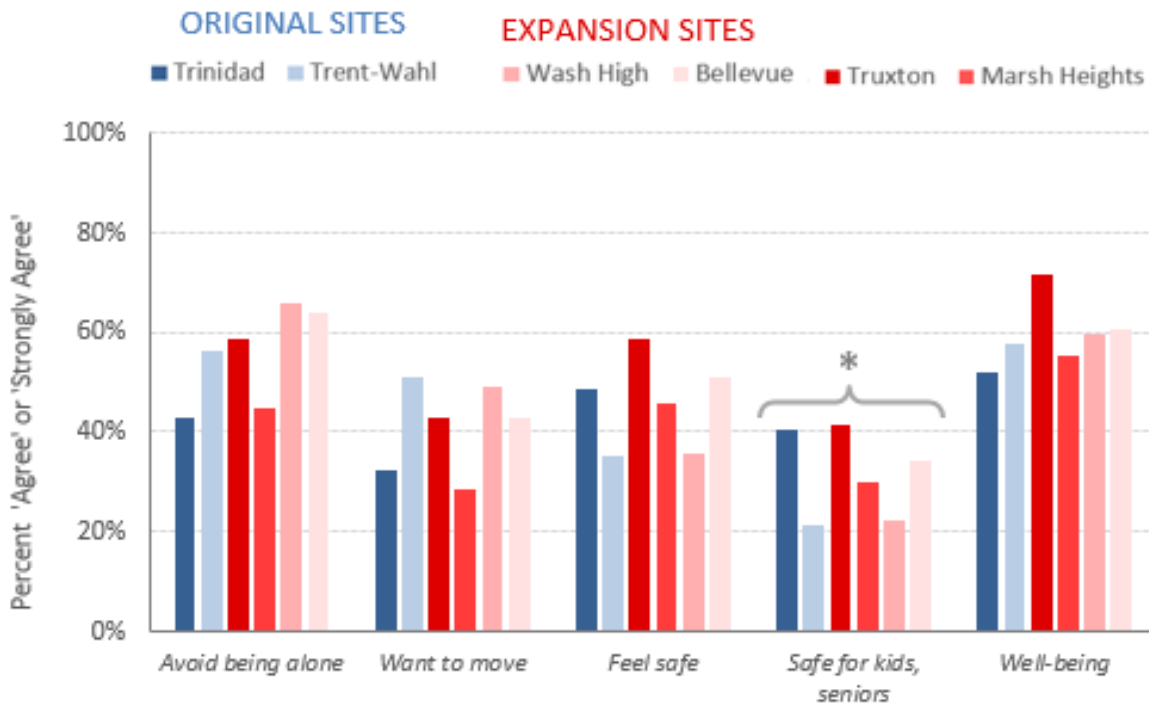


Figure 7. Perceived impact of violence by location. There are no significant effects of location.



Attitudes and social factors

Five survey items measure social factors and respondents' attitudes about their communities in the District. Q6 ("Our neighborhood is moving in the right direction.") captures optimism/pessimism, Q7 ("I can be part of lowering gun violence here.") measures self-efficacy and empowerment, Q8 ("Gun violence is normal here.") measures normalization of violence, Q9 ("City government leaders are trying to end gun violence here.") measures trust in city leadership, and Q10 ("This is a close-knit neighborhood.") measures community cohesion.

Q6. Our neighborhood is moving in the right direction. (*Right Direction*)

Q7. I can be part of lowering gun violence here. (*I can help*)

Q8. Gun violence is normal here. (*Violence normal*)

Q9. City government leaders are trying to end gun violence here. (*Gov leaders*)

Q10. This is a close-knit neighborhood. (*Close-knit*)

Responses to these questions are summarized in Table 6 (raw data) and Table 7 (top-box scores by demographic subgroup). Responses are graphed by location in Figure 9. On the whole, respondents did not show a strong opinion for or against the sentiment that the neighborhood is moving in the right direction: about a quarter of respondents gave a neutral response (25.5%), about a quarter disagree with the sentiment (26.7%) and somewhat more agree with the sentiment (31.8%). A majority view violence as normal in their community (58.3% respond either Agree or Strongly Agree on *Violence Normal*), and a majority consider their community "close-knit" (58.1% Agree or Strongly Agree on *Close-knit*).

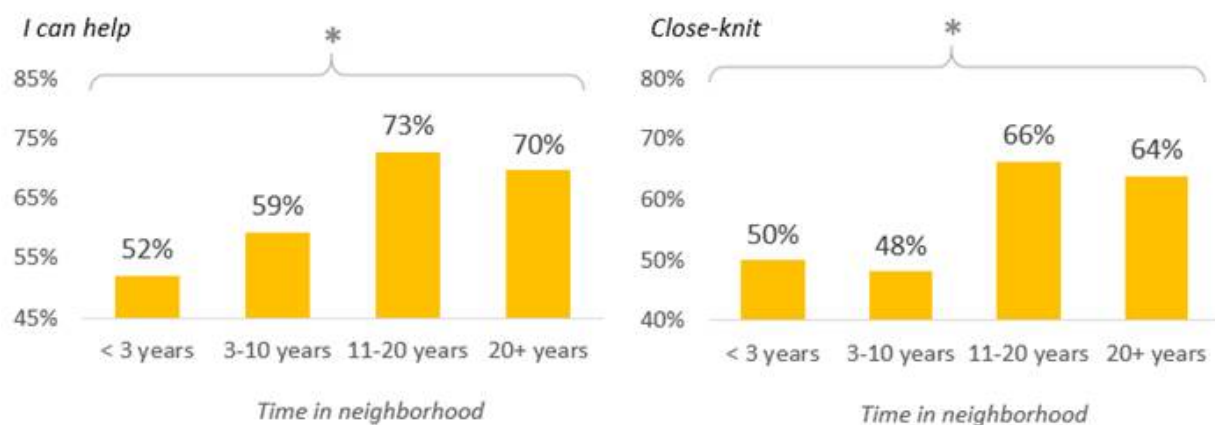
A majority of respondents demonstrate positive self-efficacy and empowerment, as measured by *I can help* (65.1% either Agree or Strongly Agree). However, trust in city leadership is less positive, as measured by *Gov leaders*: less than half of respondents agreed with the sentiment that city leaders are trying to end gun violence (45.7% Agree or Strongly Agree) and over a third disagree with the sentiment (35.2% Disagree or Strongly Disagree).

Attitudes and social factors vary among respondents from different neighborhoods (*Location*) and how long they have lived there (*Time in neighborhood*), as well as between those who are parents/caregivers and those who are not. Analyses of variance show that *I can help* varies significantly by *Location* and *Time in neighborhood* and *Violence normal* varies significantly by *Location* and *Parent/Caregiver* (Table 7). While the majority of respondents across all locations agree that they can be part of lowering gun violence, this feeling of self-efficacy and empowerment is greatest in Marshall Heights (73.0% agreement) and Trenton Park & Wahler Place (75.4% agreement). Surprisingly, the locations associated

with the least and greatest agreement, Washington Highlands (56.1%) and Trenton Park & Wahler Place (75.4%), respectively, are geographically adjacent to one another. Washington Highlands respondents, who reported the least self-efficacy and empowerment of the six locations, also show the greatest level of agreement with the statement, “Violence is normal here” (84.8%).

As shown in Figure 8, respondents that have lived in the community for ten or more years express more positive attitudes about their neighborhood, compared to those who lived there for ten years or fewer. Residents of more than ten years tenure show greater self-efficacy and empowerment, as measured by *I can help*. In addition, the same long-term residents are more likely to perceive their community as close-knit, as indicated by a significant effect of *Time in neighborhood* on *Close-knit*.

Figure 8. The outcome measures *I can help* (left panel) and *Close-knit* (right panel) displayed by Time in neighborhood. Both outcome measures vary significantly by *Time in Neighborhood*, as indicated by the (*), p 's < .05.



Finally, parents and caregivers are more likely to view violence in their communities as normal: 69.0% of parents/caregivers agree that “violence is normal here” versus 52.0% of non-parent/caregivers, a statistically significant difference.

Table 6. Summary of responses to questions about attitudes and social factors.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Total
Q6. Our neighborhood is moving in the right direction.	9.5%	26.7%	25.5%	31.8%	6.6%	100%
Q7. I can be part of lowering gun violence here.	5.6%	15.0%	14.3%	48.1%	17.0%	100%
Q8. Gun violence is normal here.	8.5%	18.9%	14.3%	46.4%	11.9%	100%
Q9. City government leaders are trying to end gun violence here.	7.5%	27.7%	19.2%	37.4%	8.3%	100%
Q10. This is a close-knit neighborhood.	2.9%	19.7%	19.4%	46.4%	11.7%	100%

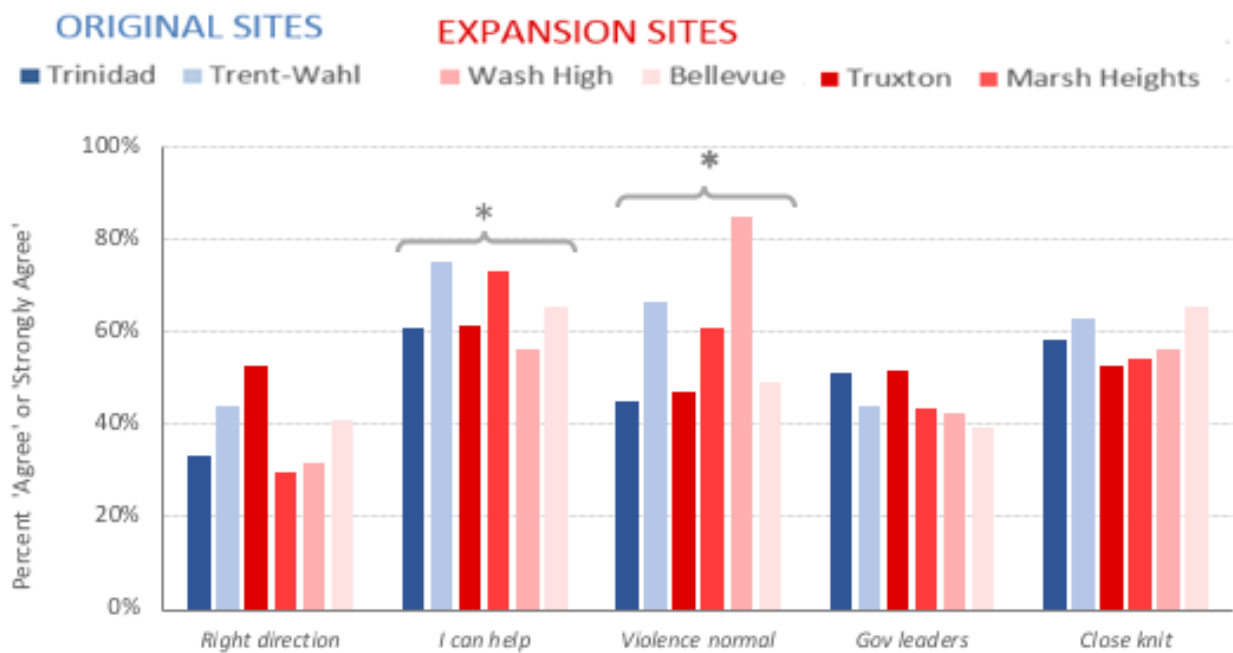
Table 7. Attitudes and social factors, by demographic subgroups (ANOVA results).

		Q6. Right direction	Q7. I can help	Q8. Violence normal	Q9. Gov leaders	Q10. Close-knit
All Respondents		38.3%	65.0%	58.3%	45.6%	58.0%
Location	Bellevue (EXP)	41.0%	65.6%	49.2%	39.3%	65.6%
	Marshall Heights (EXP)	29.7%	73.0%	60.8%	43.2%	54.1%
	Trenton Park & Wahler Place (ORIG)	43.9%	75.4%	66.7%	43.9%	63.2%
	Trinidad (ORIG)	33.3%	60.7%	45.2%	51.2%	58.3%
	Truxton Circle (EXP)	52.9%	61.4%	47.1%	51.4%	52.9%
	Washington Highlands (EXP)	31.8%	56.1%	84.8%	42.4%	56.1%
Age	18-25	21.1%	57.9%	65.8%	44.7%	55.3%
	26-35	35.5%	69.7%	64.5%	43.4%	64.5%
	36-45	44.0%	65.5%	52.4%	46.4%	60.7%
	46-55	41.7%	69.8%	63.5%	49.0%	51.0%
	56-65	41.3%	58.7%	57.3%	49.3%	60.0%
	66-75	38.5%	65.4%	50.0%	42.3%	61.5%
	76-85	30.8%	53.8%	30.8%	30.8%	61.5%
	over 85	25.0%	75.0%	25.0%	0.0%	0.0%
Gender	Female	35.7%	62.8%	54.6%	39.8%	55.1%
	Male	40.0%	67.3%	61.5%	49.3%	60.5%
Education	No HS degree	38.1%	59.8%	61.9%	53.6%	54.6%
	HS degree only	37.9%	68.2%	56.6%	46.5%	62.1%
	Some post-HS education without degree	29.5%	68.9%	63.9%	34.4%	50.8%
	College/Associates/Tech degree or greater	50.9%	60.0%	50.9%	40.0%	56.4%

		Q6. Right direction	Q7. I can help	Q8. Violence normal	Q9. Gov leaders	Q10. Close-knit
All Respondents		38.3%	65.0%	58.3%	45.6%	58.0%
Time in neighborhood	Less than 3 years	26.1%	52.2%	47.8%	43.5%	50.0%
	3-10 years	38.3%	59.4%	63.2%	46.6%	48.1%
	11-20 years	40.0%	72.7%	56.4%	42.7%	66.4%
	20+ years	41.8%	69.7%	58.2%	47.5%	63.9%
Parent/ Caregiver	No	39.6%	63.6%	52.0%	46.4%	56.4%
	Yes	36.1%	67.7%	69.0%	43.7%	60.1%

Note. Percentages represent the percent of top-box responses (aggregate of *Agree* and *Strongly Agree*) for each survey question. Red, bold text indicates a significant main effect of the demographic variable on the outcome variables ($p < .05$). EXP = Expansion site; ORIG = Original site.

Figure 9. Attitudes and social factors by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).



Perceptions and experiences related to Cure the Streets

Questions 12 and 13 measure how familiar respondents are with Cure the Streets. Specifically, we asked if respondents were aware of the program (*Heard of CtS*) and if they were aware of or attended events hosted by Cure the Streets, such as 'Rock the Block' parties or Peace Walks (*Participated in events*).

Q12. Have you heard of ‘Cure the Streets’, a program that helps mediate disputes and tries to stop gun violence in this neighborhood? (*Heard of CtS*)

Q13. Have you heard about or participated in any Cure the Streets events, such as back to school events, Rock the Block parties or Peace Walks? (*Participated in events*)

Responses to these questions are summarized in Table 8 and presented by demographic subgroup in Table 9.

Responses are graphed by location in Figure 10. We found that there is about an even split between respondents who have (48.2%) and have not (47.0%)

60% of respondents in the original Cure the Streets locations are aware of the program, compared to 40% in locations where the program has just recently launched.

previously heard of the Cure the Streets program (*Heard of CtS*). ANOVA results show that location has a significant effect on program awareness: respondents’ awareness is notably higher in the original site locations (Trinidad and Trenton Park & Wahler Place), where about 60% of respondents reported that they have heard of Cure the Streets. In contrast, awareness in the expansion sites ranges from 36.5% to 49.2%. This marked difference indicates that the that the program likely has measurable visibility in areas where it is active.

We also measured whether respondents are aware of or have participated in events run by Cure the Streets (*Participated in events*). Similar to awareness of the Cure the Street program, overall about half the respondents are aware of or have participated in events (47.3%) and half have not (46.1%). Again, location is a significant predictor of awareness. Trinidad respondents demonstrate the greatest levels of event awareness/participation (61.9%) while Marshall Heights respondents show the lowest (28.4%). Although 59.6% of respondents in Trenton Park & Wahler Place reported awareness of Cure the Streets, only 47.4% of those respondents reported awareness of program events, indicating an opportunity for more event promotion in this neighborhood. In contrast, Trinidad respondents show high levels of both program awareness (60.7%) and event awareness/participation (61.9%).

Table 8. Summary of perceptions of Cure the Streets.

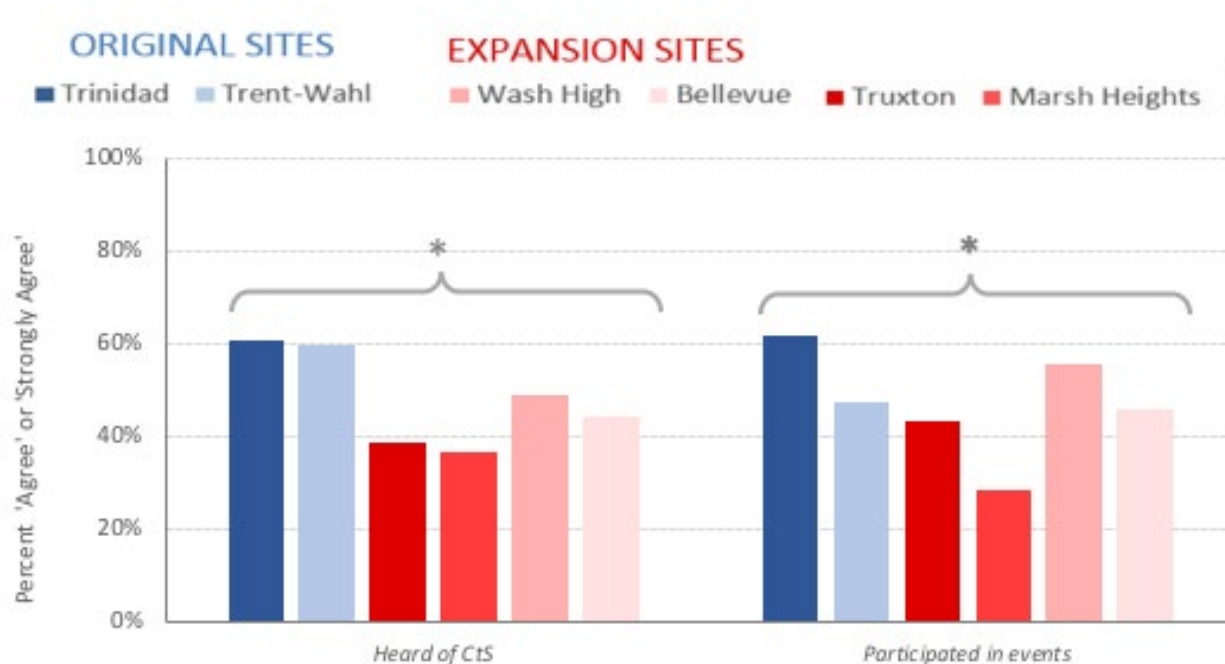
	No	Not sure	Yes	Total
Q12. Have you heard of Cure the Streets, a program that helps mediate disputes and tries to stop gun violence in this neighborhood?	47.0%	4.9%	48.2%	100%
Q13. Have you heard about or participated in any Cure the Streets events, such as back to school events, Rock the Block parties or Peace Walks?	46.1%	6.6%	47.3%	100%

Table 9. Perceptions of Cure the Streets by demographic groups (ANOVA results).

		Q12. Heard of CtS	Q13. Participated in events
All Respondents		48.2%	47.3%
Location	Bellevue (EXP)	44.3%	45.9%
	Marshall Heights (EXP)	36.5%	28.4%
	Trenton Park & Wahler Place (ORIG)	59.6%	47.4%
	Trinidad (ORIG)	60.7%	61.9%
	Truxton Circle (EXP)	38.6%	43.5%
	Washington Highlands (EXP)	49.2%	55.4%
Age	18-25	57.9%	39.5%
	26-35	51.3%	53.9%
	36-45	58.3%	52.4%
	46-55	40.0%	44.7%
	56-65	40.0%	44.0%
	66-75	38.5%	38.5%
	76-85	61.5%	53.8%
	over 85	50.0%	50.0%
Gender	Female	45.6%	46.2%
	Male	49.3%	46.6%
Education	No HS degree	50.5%	47.9%
	HS degree only	48.0%	50.0%
	Some post-HS education without degree	42.6%	39.3%
	College/Associates/Tech degree or greater	50.0%	46.3%
Time in neighborhood	Less than 3 years	34.8%	32.6%
	3-10 years	49.2%	44.7%
	11-20 years	55.5%	53.6%
	20+ years	45.1%	50.4%
Parent/Caregiver	No	47.4%	46.4%
	Yes	49.4%	48.7%

Note. Percentages represent the percent of top-box responses (aggregate of *Agree* and *Strongly Agree*) for each survey question. Red, bold text indicates a significant main effect of the demographic variable on the outcome variables ($p < .05$). EXP = Expansion site; ORIG = Original site.

Figure 10. Perceptions of Cure the Streets by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).



Questions 14 and 15 measure whether or not respondents would reach out to Cure the Streets to prevent violent conflict (*Would reach out to CtS*) or would attend a Cure the Streets event (*Would attend event*), respectively.

Q14. I would reach out to Cure the Streets if I or someone I know were involved in a conflict that might lead to violence. (*Would attend event*)

Q15. I would go to a local event to help reduce violence in my neighborhood, like an anti-violence rally, or an event to learn how our neighborhood can reduce violence. (*Would reach out to CtS*)

85% of respondents report a willingness to attend a Cure the Streets event; 73% would reach out in a conflict.

Responses to these questions are summarized in Table 10 and presented by demographic subgroup in Table 11.

Responses are graphed by location in Figure 11. We found that a large majority of

respondents Strongly Agree (20.2%) or Agree (52.4%) with the statement that they would reach out to Cure the Streets if they or someone they know were involved in a conflict that might lead to violence. In terms of demographics, there is a statistically significant effect the respondent's location on *Would reach out*. Respondents from Marshall Heights (78.4%) and Trenton Park & Wahler Place (78.9%) are

more likely to reach out to Cure the Streets than respondents from Washington Highlands (64.6%) and Bellevue (63.9%).

A large majority of respondents Strongly Agree (28.4%) or Agree (56.9%) with the statement that they would attend a local event to reduce violence in their neighborhood (*Would attend event*). Respondents report greater willingness to attend an event (85.3%) than to reach out to Cure the Streets regarding potential violence (72.7%). In addition, willingness to attend an event differs significantly by location and time spent in the neighborhood. Respondents in Trenton Park & Wahler Place (91.3%) and Marshall Heights (90.6%) are much more likely to report that they would attend a local event to reduce violence in their neighborhoods than respondents in Truxton Circle (71.9%). Although there are statistically significant differences by neighborhood, all neighborhoods have high rates (>70%) of likelihood of attending an event. There is also a statistically significant difference in willingness to attend a Cure the Streets by the length of time the respondent has lived in their neighborhood. Respondents who have lived in their current neighborhood for 3-10 years or 11-20 years report the greatest willingness to attend an event (89.7% and 95.3%, respectively).

Table 10. Summary of experiences related to Cure the Streets.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Total
Q14. I would reach out to Cure the Streets if I or someone I know were involved in a conflict that might lead to violence.	2.9%	9.0%	15.4%	52.4%	20.2%	100%
Q15. I would go to a local event to help reduce violence in my neighborhood, like an anti-violence rally, or an event to learn how our neighborhood can reduce violence.	1.5%	5.1%	8.1%	56.9%	28.4%	100%

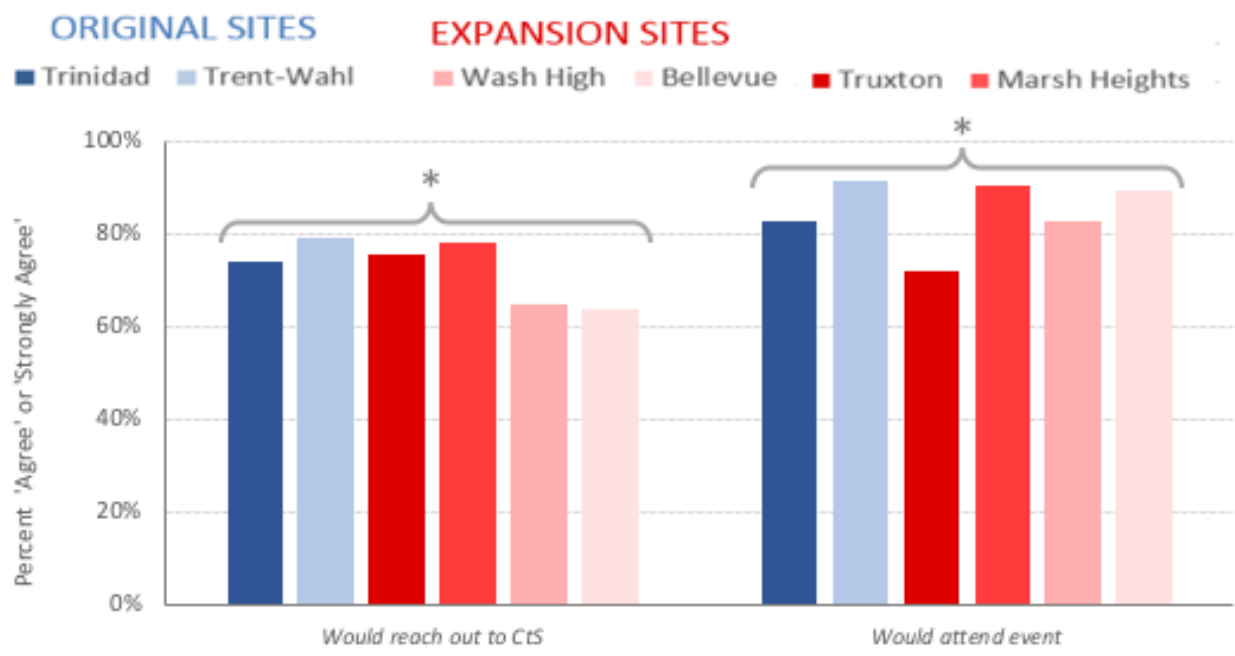
Table 11. Experiences related to Cure the Streets by demographic groups (ANOVA results).

		Q14. Would reach out to CtS	Q15. Would attend event
All Respondents		72.7%	85.3%
Location	Bellevue (EXP)	63.9%	89.2%
	Marshall Heights (EXP)	78.4%	90.6%
	Trenton Park & Wahler Place (ORIG)	78.9%	91.3%
	Trinidad (ORIG)	73.8%	82.8%
	Truxton Circle (EXP)	75.4%	71.9%
	Washington Highlands (EXP)	64.6%	82.6%
Age	18-25	71.1%	82.4%
	26-35	67.1%	81.3%
	36-45	73.8%	85.7%
	46-55	67.0%	83.7%
	56-65	88.0%	92.3%
	66-75	73.1%	92.3%
	76-85	61.5%	75.0%
	over 85	50.0%	0.0%
Gender	Female	74.9%	82.6%
	Male	72.1%	86.2%
Education	No HS degree	80.4%	78.6%
	HS degree only	75.8%	88.5%
	Some post-HS education without degree	62.3%	85.3%
	College/Associates/Tech degree or greater	58.5%	87.5%
Time in neighborhood	Less than 3 years	60.9%	76.7%
	3-10 years	72.0%	89.7%
	11-20 years	70.9%	95.3%
	20+ years	79.3%	78.2%
Parent/Caregiver	No	71.8%	83.2%
	Yes	74.1%	89.2%

Note. Percentages represent the percent of top-box responses (aggregate of *Agree* and *Strongly Agree*) for each survey question. Red, bold text indicates a significant main effect of the demographic variable on the outcome variables ($p < .05$). EXP = expansion site; ORIG = original site.

In summary, awareness of Cure the Streets varies widely by location. Program awareness at the original sites (Trinidad and Trenton Park & Wahler Place) is around 60%, compared to a program awareness of 37%-49% in other locations surveyed. Across all sites, a majority of respondents reported that they are willing to attend an event and to reach out to Cure the Streets if they or someone they know were involved in a conflict that might lead to violence.

Figure 11. Experiences related to Cure the Streets by location. Outcomes marked with an asterisk (*) and a bar show a significant main effect of location ($p < .05$).



Relationships among Outcomes

Relationships between select variables were explored to help understand how individual attitudes about the self and one’s community relate to perceptions of violence and perceptions of the Cure the Streets program. These findings may help program leaders understand drivers of violence-related attitudes and behaviors as well as mechanisms underlying how community members view violence and the Cure the Streets program.

We note that the following analyses only identify relationships among variables and cannot determine causality. Future studies that measure changes in attitudes and behaviors over time, before and after program implementation, will help elucidate causal relationships, particularly between program activities and target outcomes.

Relationships between social and attitudinal factors and perceptions of violence.

We explored the relationship between social and attitudinal outcomes and perceptions of community safety and violence. Specifically, we measured the correlation between three social/attitudinal survey variables and five measures of violence perception:

Social/Attitudinal variables	Violence perception variables
<i>Close-knit</i>	<i>Avoid alone</i>
<i>Violence normal</i>	<i>Want to move</i>
<i>I can help</i>	<i>Feel safe</i>
	<i>Safe for kids, seniors</i>
	<i>Well-being</i>

Correlation results are shown in Table 12. Each of the three social and attitudinal variables significantly correlated with each of the five violence-related variables. Notably, a feeling of social cohesion (*Close-knit*) is weakly correlated with perceptions of safety (*Feel safe* and *Safe for kids, seniors*). Perception of violence as the norm (*Violence normal*) weakly correlates with violence-avoidance behaviors (*Avoid being alone*, *Want to move*) and negatively correlates (weakly) with *Safe for kids, seniors*. Feeling of self-efficacy and empowerment (*I can help*) weakly correlates to a feeling of safety (*Feel safe*). The remaining correlations, although significant, are considered “very weak” in terms of the magnitude of the correlation.

Therefore, the current data show tentative evidence consistent with the theory that social cohesion increases perceptions of community safety. The results are also consistent with the theory that normed violence increases violence-avoidance behaviors, and that self-efficacy increases feelings of safety.

Table 12. Pearson's correlation statistics for pair-wise correlations between social and attitudinal factors and perceptions of violence.

	<i>Avoid being alone</i>	<i>Want to move</i>	<i>Feel safe</i>	<i>Safe for kids, seniors</i>	<i>Well-being</i>
<i>Close-knit</i>	-0.14*	-0.19*	0.36*	0.26*	0.30*
<i>Violence normal</i>	0.29*	0.37*	-0.18*	-0.25*	-0.13**
<i>I can help</i>	-0.13*	-0.16*	0.25*	0.19*	0.29*

Note. Green cells indicate significant positive correlations (i.e., Pearson's $r > 0$) and red cells indicate significant negative correlations (Pearson's $r < 0$). Note that Pearson's r values with absolute value $< .19$ are considered “very weak” and r with absolute value between $.20$ and $.39$ are considered “weak”.

* Significant at $p < .05$ level.

** Significant at $p < .01$ level.

Relationships between social and attitudinal factors and perceptions of Cure the Streets

We also explored whether social cohesion, social norms, and feelings of self-efficacy/empowerment relate to potential engagement with the Cure the Streets program. This tells us who, from a psycho-social perspective, is likely to engage with the program and who is not, informing potential program outreach.

We measured correlations between three social/attitudinal survey variables and two measures of potential engagement:

Social/Attitudinal variables	Program engagement variables
<i>Close-knit</i>	<i>Would reach out to CtS</i>
<i>Violence normal</i>	<i>Would attend event</i>
<i>I can help</i>	

Results of the correlation analyses are shown in Table 13. *Would reach out to CtS* is significantly correlated to both *Close-knit* and *I can help*. *Would attend event* is not significantly correlated to any of the three social/attitudinal variables. Although weak, the positive correlations of *Would reach out to CtS* with *Close-knit* and *I can help* suggest that residents are more likely to engage with Cure the Streets if they view their neighborhood as close-knit and if they feel like they can help lower gun violence in their community.

Table 13. Pearson's correlation statistics for pair-wise correlations between social and attitudinal factors and perceptions of Cure the Streets.

	<i>Would attend event</i>	<i>Would reach out to CtS</i>
<i>Close-knit</i>	0.09	0.28**
<i>Violence normal</i>	-0.03	0.04
<i>I can help</i>	0.05	0.32**

Note. Green cells indicate significant positive correlations (i.e., Pearson's $r > 0$). Note that Pearson's r values with absolute value $< .19$ are considered "very weak" and r with absolute value between $.20$ and $.39$ are considered "weak".

** Significant at $p < .01$ level.

Impact of Cure the Streets awareness and engagement

Cure the Streets programs and activities, such as neighborhood rallies, are meant to educate, raise awareness, and empower residents to contribute to violence reduction in their communities, thereby working in parallel with mediation and direct interruption of violence to achieve the program goals of reduced violence and change in perceptions and behaviors. Do respondents who are aware of and/or

Respondents who had heard of Cure the Streets prior to the survey are more willing to engage with the program.

have participated in these events show differences in perceptions and behaviors from those with no awareness? We conducted multivariate

analyses of variance (MANOVAs) to measure the effect of *Heard of CtS* and *Participated in events* on all remaining survey outcome variables except *Would attend event* (because respondents who reported that they had attended an event in the past were not asked if they would potentially attend an event, therefore reducing the base size for this variable). Separate MANOVAs were conducted for each predictor variable (*Heard of CtS* and *Participated in events*) on 16 outcome variables.

We also considered that the impact of program awareness and event awareness/attendance differed between original and expansion locations; in other words, knowing that the program is active *in another neighborhood* is a different phenomenon than knowing that the program is active in your *own neighborhood*. To assess this possibility, we also included the variable *Program status* as a predictor, where *Program status* indicates whether the respondent's location is an original or an expansion site. *Program status* is not a significant predictor in either MANOVA (*Heard of CtS* or *Participated in events* analysis), nor is there a significant interaction between *Heard of CtS* or *Participated in events* and *Program Status*. We conclude that the relationship between *Heard of CtS* and *Participated in events* does not vary by *Program status* and conducted the analyses without this variable.

The two MANOVA analyses we conducted, therefore, consisted of (1) *Heard of CtS* as a predictor and 16 outcome variables and (2) *Participated in Events* as a predictor and 16 outcome variables. The MANOVA model with *Heard of CtS* as a predictor is significant (Wilke's lambda < .05), while the model with *Participated in events* is not significant (Wilke's lambda >.05). Analysis results of the *Heard of CtS* model are presented in Table 14.

Table 14. Means and standard deviations of 16 outcome variables for respondents who are aware versus not aware of the Cure the Streets program ('Yes' versus 'No'/'Not Sure' responses to *Heard of CtS*). *Heard of CtS* was treated as a predictor variable in a MANOVA with 16 outcome variables, as listed in the table.

Outcome	Aware Mean (Std Err)	Not Aware Mean (Std Err)
Avoid being alone	2.97 (0.10)	3.44 (0.09)
Want to move	2.83 (0.09)	3.08 (0.09)
Feel safe	3.25 (0.09)	3.11 (0.08)
Safe for kids, seniors	2.851 (0.09)	2.618 (0.08)
Well-being	3.51 (0.08)	3.37 (0.07)
Right direction	3.08 (0.08)	2.89 (0.08)
I can help	3.69 (0.08)	3.43 (0.08)
Affect sending kids to school ²	0.62 (0.03)	0.64 (0.03)
Affect choosing businesses²	0.46 (0.04)	0.58 (0.03)
Affect interactions ²	0.50 (0.04)	0.59 (0.03)
Affect outdoor activities²	0.55 (0.03)	0.67 (0.03)
Affect getting places²	0.48 (0.04)	0.63 (0.03)
Violence normal	3.29 (0.08)	3.40 (0.08)
Gov leaders	3.21 (0.08)	3.01 (0.08)
Close-knit	3.62 (0.07)	3.26 (0.07)
Would reach out to CtS	1.74 (0.05)	1.48 (0.05)

¹ Values are from a 1 (Strongly Disagree) – 5 (Strongly Agree) scale.

² Values are from a binary 0/1 (No/Yes) scale.

Note. Variables that differ significantly by program awareness ($p < .05$ in a MANOVA model) are noted in bold, red text.

The results are consistent with the theory that knowledge of Cure the Streets affects the reported impact of violence (e.g., awareness is associated with lower values of *Avoid being alone* and variables that capture the impact of violence on getting to work, choosing businesses and services, and enjoying

outdoor activities), social cohesion (*Close-knit*), and self-efficacy/empowerment (*I can help*). Finally, willingness to reach out to Cure the Streets (*Would reach out to CtS*) is greater among residents who are aware of the program.

Open-ended Responses

The majority participants opted not to provide an open-ended response, but those who did shared perceptions of their neighborhood and needs for improvement. One male, aged 29 (site name not recorded) was not aware of Cure the Streets but reported optimism and pride in his neighborhood, saying:

I would like this program to continue in my community. I had not heard of it before, but I would like to see more positivity. With more publicity, maybe more flyers, my community can get better. Give us some more time. It's still a great community. I like living here. ... I understand that there's been negative moments, but I really feel like there's room for change, and myself, I would like to be one of the people who helps with that change, and I'm sure other people feel the same way.

A male Trinidad resident stated where he thinks the program is needed:

Cure the Streets is a program that is needed in West Virginia Avenue, Mt Olive Road and Northeast area.

A 62-year-old man in Trenton Park-Wahler Place stated that he wants to see more involvement from local leaders. He said:

Anacostia area is an up-and-coming area, and I would like to see it get better. Our leaders in the community need to step out more, to show their face, so that the kids know that they not out here by theyself.

A 42-year-old woman from Truxton Circle mentioned the need for financial stability and mentoring:

We just would like y'all to come to our neighborhood and help us ... control our environment a little bit better with financial help or whatever stability and help y'all can help us with. We would like any kind of help to help us fight the violence and teach our youth and guide them in the right direction.

A respondent residing in Wahler Place (male, aged 58) called for an increase in funding to combat violence in his neighborhood, saying:

Gun violence has increased. More guns are coming to the streets. You just gotta spend the money in the right places. Cause it's showing you're not spending it. You saying you spending this money for overtime. Nah, ain't no way you spend that much money for overtime and you can't get no solution to the problem.

Other respondents expressed desire for stronger gun control. One 72-year-old woman from Trenton Park said:

Violence can be stopped. It all has to do with Congress. Congress don't wanna pass this law to end gun violence.

Similarly, a woman from Truxton Circle (age unknown) remarked:

On the issue of gun violence, I feel the restriction of gun sales should be enacted through law enforcement.

The anecdotes provided in the open-ended responses echo the quantitative survey data, showing that some residents are more positive than others regarding the direction of their neighborhoods. The audio responses also reveal a desire among some residents for local and national leaders to take a more active role in combating gun violence, such as through more aggressive policies.

Discussion

In this section, we first summarize the baseline study results and provide further interpretation and contextualization of the results. Lastly, we provide recommendations of how the data can be utilized.

This report presents the data and analysis of the baseline study, against which future waves can be compared. In this study, data shows that residents are very concerned about safety in all six Cure the Streets sites, particularly for children and senior citizens. Violence impacts the daily lives of residents, including how they send their children to school and participation in outdoor activities. Some neighborhood respondents report higher perceptions of violence than others. Broadly speaking, Washington Highlands and Trenton-Wahler report the highest degrees of perceived violence and greatest impact of violence. In addition, parents show particular concern about violence in their communities. We also found that a majority of respondents do not believe that local government is

working to end gun violence: less than half of respondents agreed that city leaders are trying to end gun violence.

Respondents report that they feel they can contribute to ameliorating gun violence in their communities. This was especially true for respondents who had lived in their neighborhoods for longer periods of time (more than 10 years). Long-time residents were also likely to report that their neighborhood is close-knit. These attitudes are noteworthy, as the data also show that those that feel empowered and perceive the neighborhood to be close-knit are more likely to view their community in a positive light.

The majority of respondents in Original two program sites are aware of Cure the Streets, and these residents are more likely to be aware of the program than respondents in the four Expansion sites. This marked difference indicates that the that the program has measurable visibility in areas where it is active. These results regarding Cure the Streets event participation mirror the awareness results. A substantial majority of respondents reported that they are willing to attend an event and to reach out to Cure the Streets if they or someone they know were involved in a conflict that might lead to violence. This finding is true both Original and Expansion sites.

Our statistical analyses leave room for interpretation. While we reported straightforward results in previous sections of this report, we will now offer interpretation of some of the interesting findings we previously presented.

Our findings suggest that many residents of the Cure the Streets communities feel unsafe and that gun violence affects aspects of their daily lives. This finding is especially pronounced among parents. Parents and caregivers are more likely to view violence in their communities as normal (69.0%) when compared to non-parent/caregivers (52.0%). Additionally, 46% of parents report that they would like to move due to gun violence, compared to 36% of non-parents. One interpretation of this finding is that parents feel a heightened sensitivity to violence as they aim to protect their children and raise them in a safe environment. Alternatively, parents may be more aware of violence among youth than non-parents, impacting their views of violence as a norm. Additionally, a majority of all respondents reported that their neighborhood is *not* safe for kids and seniors. These findings indicate that respondents may be most concerned about the vulnerable members of their communities.

Time of residency and self-efficacy also to influence perceptions of safety. New residents are less likely to report feel safe, while long-term residents generally hold more positive views of their communities.

Self-selection likely plays a role in this effect, in that residents unsatisfied with their neighborhood are more likely to relocate. Long-term residents also show higher rates of self-efficacy/empowerment and are more likely to view the community as close-knit. Importantly, residents are more likely to engage with Cure the Streets if they view their neighborhood as close-knit and if they feel like they can help lower gun violence in their community.

In terms of program engagement, we found that a large majority of respondents reported that they would be willing to attend an event and to reach out to Cure the Streets if they or someone they know were involved in a conflict that might lead to violence. We also found that residents who were aware of Cure the Streets are more willing to engage with the program than those who were not aware. This suggests that familiarity with the program may engender trust. This is a potentially useful finding, suggesting that heightened awareness could lead to increased participation in Cure the Streets programming. We must be cautious in inferring causality from these results, however, as an alternative explanation is that those who are in need of violence-deterrence support are more likely to have heard of the program. Importantly,

We also observed difference among the six program sites. For instance, although Washington Highlands and Trenton Park & Wahler Place are geographically adjacent, they differ greatly in self-efficacy (positive self-efficacy responses of 56.1% and 75.4%, respectively). One explanation of this finding is the presence of Cure the Streets, which had been active in Trenton Park & Wahler Place for over a year but had not launch in Washington Highlands at the time of the survey. This suggests a possible effect of the program on residents' feeling of self-efficacy and empowerment regarding violence in their community, though, again, causality cannot be determined from the current data.

The findings offer potential points of action for Cure the Street programming and outreach. Below, we offer data-driven recommendations for Cure the Streets potential programming and outreach efforts based. Recommendations are intended to be interpreted by program experts and other stakeholders in community violence reduction.

Our findings show that parents are concerned with violence in their communities. Parents may need help creating safe environments for their kids and efforts that target children's well-being may be particularly welcome. In addition, parents are potentially powerful partners in addressing community violence.

Our findings suggest that awareness of Cure the Streets increases willingness to engage with and utilize the program. Therefore, optimizing awareness to engender trust in Cure the Streets may support program engagement and usage.

Our findings show that new residents are less likely to report feeling safe within their communities and less likely to report feeling empowered to address community violence. For the purposes of program engagement, there is opportunity to increase feelings of empowerment among newer residents and increase community engagement, which may lead to program engagement. Cure the Streets may benefit from engaging with new residents when they come to the community.

Our findings show that a feeling of self-efficacy is positively correlated to willingness to reach out to Cure the Streets during a potentially violent situation. Residents are more also likely to engage with Cure the Streets if they view their neighborhood as close-knit (social cohesion). Efforts to cultivate social cohesion and self-efficacy may facilitate engagement among residents, and support Cure the Streets' goals.

It may also be useful for Cure the Streets to tap into existing feelings of social cohesion and empowerment to promote self-efficacy at the neighborhood level when communicating with and reaching out to communities. Because our findings suggest that higher rates of self-efficacy and perceptions of a community as close-knit are related to engagement with Cure the Streets and long-time residents are likely to show higher rates of self-efficacy/empowerment and are more likely to view the community as close-knit, Cure the Streets might benefit by leveraging long-time residents as ambassadors and community leaders.

Future community studies have the potential to expand on these results and measure whether, and to what degree, communities are impacted by Cure the Streets violence interruption and community engagement.

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V. Appendices

Appendix A: Survey Instrument

Cure the Streets Community Perceptions Study

FINAL SURVEY INSTRUMENT

December 10, 2019

Programming instructions

- Programming instructions are in [SQUARE BRACKETS].
- Skip/branch logic is in [RED SQUARE BRACKETS].
- All items are single-select unless otherwise noted.
- Retain response option order unless noted.
- Retain grid item order unless noted.
- Allow respondents to go back/forward.
- Respondents may skip any question

Consent and screening

We're doing a survey to understand opinions about violence in certain DC communities. Everything you say will be anonymous. It will take five to ten minutes and you'll receive a \$5.00 gift card.

[IF RESPONDENT APPEARS YOUNGER THAN 25.] Are you 18 or older?

[USE GOOGLE MAPS OR PHYSICAL MAPS TO DETERMINE IF THE RESPONDENT LIVES IN ONE OF THE DESIGNATED AREAS.]

[RESPONDENT MUST BE 18 YEARS OR OLDER AND LIVE IN ONE OF THE DESIGNATED AREAS. IF THE RESPONDENT DOES NOT QUALIFY, LET THEM KNOW AND THANK THEM FOR THEIR TIME.]

Now I'm going to ask you questions about [insert name of respondent's neighborhood from the 6 available options]. Please answer all the following questions thinking about this neighborhood.

[GIVE RESPONDENT ANSWER CARD WITH 5-POINT 'DISAGREE-AGREE' RESPONSE SCALE, FOR REFERENCE.]

You'll use this scale to answer a lot of these questions.

Section	Construct	Q #	Question
BEHAVIORS I	Walk alone	1	I avoid being alone on the streets in this neighborhood at night. 1 Strongly disagree 2 Disagree 3 Neutral 4 Agree 5 Strongly Agree
	Community flight	2	I want to move from this neighborhood because of the gun violence here. 1 Strongly disagree 2 Disagree 3 Neutral 4 Agree 5 Strongly Agree
PERCEPTIONS	Perceived safety: self	3	I feel safe in my neighborhood. 1 Strongly disagree 2 Disagree 3 Neutral 4 Agree 5 Strongly Agree
	Perceived safety: kids & seniors	4	It is safe for kids and seniors to be out in my neighborhood. 1 Strongly disagree 2 Disagree 3 Neutral 4 Agree 5 Strongly Agree

	Health & wellness	5	It's possible to have a sense of well-being in my neighborhood.	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly Agree	
	Optimism	6	Our neighborhood is moving in the right direction.	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly Agree	
	Self-efficacy	7	I can be part of lowering gun violence here.	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly Agree	
	Violence normalization	8	Gun violence is normal here.	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly Agree	
	Trust in leadership	9	City government leaders are trying to end gun violence here.	1 Strongly disagree	2 Disagree	3 Neutral	4 Agree	5 Strongly Agree	
SOCIAL NORMS									

	Social cohesion ¹	10	This is a close-knit neighborhood. 1 Strongly disagree 2 Disagree 3 Neutral 4 Agree 5 Strongly Agree
	Effect of gun violence	11	For this question, I'm going to list a few areas of your life that could be affected by violence. For each one, say "yes" or "no" to whether gun violence affects it. Does gun violence affect how you ...? [ALLOW MULTIPLE RESPONSES] Send kids to school? Choose businesses or services? Interact with friends, neighbors, and family members? Enjoy outdoor activities? Get to work or other places?
BEHAVIORS II	Program awareness	12	Have you heard of 'Cure the Streets', a program that helps mediate disputes and tries to stop gun violence in this neighborhood? Yes No Not sure
AWARENESS	Program event awareness/participation	13	Have you heard about or participated in any Cure the Streets events, such as back to school events, Rock the Block parties or Peace Walks? [Enter "yes" if respondent has heard of or participated in any events.] Yes No Not sure

¹ From Sampson, Raudenbush, and Earls (1997).

WILLINGNESS TO PARTICIPATE		14	I would reach out to Cure the Streets if I or someone I know were involved in a conflict that might lead to violence.	
			<p>1 Strongly disagree</p> <p>2 Disagree</p> <p>3 Neutral</p> <p>4 Agree</p> <p>5 Strongly Agree</p>	
Willingness to attend program events		15	<p>[IF Q13 = NO]</p> <p>I would go to a local event to help reduce violence in my neighborhood, like an anti-violence rally, or an event to learn how our neighborhood can reduce violence.</p> <p>1 Strongly disagree</p> <p>2 Disagree</p> <p>3 Neutral</p> <p>4 Agree</p> <p>5 Strongly Agree</p>	
DEMOGRAPHICS		Age	16	<p>What year were you born?</p> <p>[Drop-down list of years]</p>
		Student	17	<p>[IF Q16 = 1997 OR LATER]</p> <p>Are you in high school?</p> <p>Yes No</p>


Gender	18	<p>What is your gender?</p> <ul style="list-style-type: none"> Male Female Non-binary/Other gender
Race/ethnicity	19	<p>How would you describe your race or ethnic background?</p> <p>[ALLOW MULTIPLE RESPONSES]</p> <ul style="list-style-type: none"> Black/African American Caribbean/West Indian Latino/Hispanic Asian/Pacific Islander White/Caucasian Other/Prefer not to answer
Time in community	20	<p>How long have you lived in your neighborhood?</p> <ul style="list-style-type: none"> Less than one year 1-2 years 3-5 years 6-10 years 11-15 years 16-20 years More than 20 years

	Education	21	What's the highest level of education you obtained? No high school Some high school but no high school degree Graduated high school/GED Associates degree/technical degree Some college without degree College degree More than college degree
	Parent/caregiver	22	Are you a full or part-time caregiver for any children under 18? Yes No Not sure
	Willingness to be contacted	23	Would it be ok if we contacted you if we have more questions? Yes No
FOLLOW-UP	Phone	24	[IF 'YES' TO Q22] Can we reach you by phone? [7-digit phone entry field]
	Email	25	[IF 'YES' TO Q22] Can we email you? [Email entry field]

GENERAL INPUT		
Open-ended	26	<p>Is there anything else you'd like to briefly tell us about violence in this neighborhood?</p> <p>[If 'YES'] Is it OK if I record you?</p> <p>[If 'YES', record voice response. Instruct participant not to give his/her name or anyone else's name.]</p>

Thank you for helping with this survey! Your input is very important.

Appendix B: Follow-up card



Don't have time for our survey today?

We still want your opinion!

The District of Columbia wants to hear your opinion about community issues. Please take this survey as soon as you can. We will send you a \$5 gift card for a local retailer after you complete it.

**** Only the person who received this card should take the survey. It cannot be shared.**



CALL (804) 413-6373
OR
Go to tinyurl.com/wawlfzm

Enter this neighborhood:

This study is conducted by an independent contractor on behalf of the District of Columbia. Questions? Contact info@keislersbr.com or (804) 413-6373.

Appendix C: Answer card

Choose one response:

STRONGLY DISAGREE	DISAGREE	NEUTRAL	AGREE	STRONGLY AGREE
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Business Management Associates, Inc (BMA)

DC Classification and Compensation Study Final Findings

Office of the Attorney General District of Columbia
Classification & Compensation Review of OAG Administrative Positions

Love Thy Customer – Love Thy Work – Love Thy System®



228 S. Washington Street, Suite 330, Alexandria, VA 22314

www.bizmanagers.com

703-348-2235



Today's Briefing

- Overview
- Synopsis of Findings by SOW Area
 - Position Classification
 - Electronic Maintenance
 - Compensation and Benefits
- Recommendations and Conclusions



Classification Study

Notes, Findings, and Recommendations

Classification Study SOW Map, P. 1



SOW Item	Delivered	Date(s)	Recipient
C.5.2.2.1	Reviewed DC HR contracted classification study including formats and classification methodology. Concurred with OAG HR recommendation to return to FES/FWS formats for deliverables used prior to study as documented in by OAG HR email of 11/15 and Biweekly report of 11/15.	11/15/2019	S. Anderson, A. Harris
C.5.2.2.2	9 specific desk-audits conducted and notes prepared at request of OAG HR. 3 desk audit files incorporated comments from supervisors. 6 notes were not sent out for supervisory review per OAG HR director. Findings: 2 jobs significantly over graded; 2 long-term misassignments (one since 2006) to wrong title/series; 1 inappropriate title/series assigned; 4 properly classified (including 2 requests for upgrade that could not be supported).	Desk audits 1/13- 29/2020. Notes delivered 1/31/2020	T. Jenkins
C.5.2.2.3	All JDs listed in SOW deliverables prepared in FES format. Delivered as three sets: 1/31/2020, 2/6/2020, 2/14/2020	2/14/2020	T. Jenkins
C.5.2.2.4	All proposed recommended JD changes were submitted to OAG HR for review. No final classification actions were initiated. Guidance was that proposed JD revisions with evaluation statements would be reviewed at such time as recruitment was undertaken for a selected job. JDs included all listed jobs in SOW amendment. Guidance provided by OAG HR Director during 11/06/2019 initial meeting and as documented in Bi-weekly Report of 11/15/2019.	11/6/2019	S. Anderson

Classification Study SOW Map, P. 2



SOW Item	Delivered	Date(s)	Recipient
C.5.2.2.5	All proposed JDs included identification of changes to current classifications in evaluation statement attached to JD. JDs were written to ensure transparency with FLSA and ADA requirements when coding JD coversheets.	2/14/2020	T. Jenkins
C.5.2.2.6	The use of career-ladders and potential promotional opportunities were reviewed and considered. Per OAG HR, OAG does not have significant recruitment or retention issues with the exception of Attorneys. While career-ladders could be set up for existing two grade interval jobs, establishment of bridge jobs between one grade and two grade jobs does not appear cost-effective.	1/31/2020	A. Harris
C.5.2.2.7	Implementation methods have been established: Do JD reviews and correct classification errors at time of recruitment. Per initial in-brief of 11/6/2019 as documented in 11/15/2019 Biweekly report.	11/6/2019	S. Anderson



SOW C.5.2.2.1: Review current classification grade methodology and propose recommended strategies for OAG divisions after consideration of job specifications completed for OAG administrative professional positions as part of the District-wide classification study.

• **Notes:**

- Reviewed all Job Descriptions (JDs) in electronic JD library provided by OAG HR for jobs listed in SOW in both Factor Evaluation System (FES) and format developed as part of District of Columbia Government classification study.

• **Findings:**

- Rationale for assignment of title/series/grade was often unclear due to poorly written JDs and no attached classification evaluation statements.
- The DC classification study format used a largely narrative system lacking in clear guidance for ensuring grade alignment among series.
- The multiple pay schedules for various categories of jobs provides clear incentives for supervisors to “game” the classification system attempting to classify in series qualifying for union pay schedules.

• **Recommendations:**

- Conduct OAG-wide comprehensive classification study (all OAG divisions/sections/units) to ensure all JDs are written in FES format, assigned to appropriate title/series/grades, and evaluation statements are attached to ensure transparency of classification decisions.
- Establish one consistent pay schedule for white collar jobs.



SOW C.5.2.2.2: Conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.

- **Notes:** Conducted 9 desk audits where only 2 jobs were found to be properly classified.
- **Findings:** While not a random sample (each was requested by OAG HR), troubling patterns emerged:
 - 2 long-term misassignments (one over a year and one over 14 years).
 - 2 incumbents were not promoted when all coworkers were assigned to an inappropriate District-wide JD. No explanation was provided to incumbents.
 - 2 jobs were severely over graded (by 5 grades each) and no action was taken by management to address what were clearly inaccurate JDs.
 - There appears to be very limited understand of job classification basics by supervisors as indicated by requesting upgrades for 2 jobs based upon performance and not changes to duties and responsibilities.
- **Recommendations:** Train supervisors and hold them accountable as part of performance appraisal system.

SOW C.5.2.2.3: Update job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (education/experience and knowledge/skills/abilities), working conditions (physical demands, work environment, and travel requirements), and certification/licenses/registrations requirements for classification as needed.



- **Notes:** All deliverable JDs were prepared in FES format per OAG HR guidance.

- **Findings:**

- FES format and assignment of title/series/grade provides minimum qualifications and basis for development of KSAs.
- FES format also outlines working conditions.
- Certifications, licenses, and registration requirements are not part of FES format but are implied and outlined in Qualification Standards for the assigned title/series/grade. Listing of positive education/training requirements to establish basic eligibility should be clearly aligned with District published qualification guidance or the employer risks non-compliance with *The Uniform Guidelines on Employee Selection Procedures* which applies to all levels of government and the private sector.

- **Recommendations:** Use FES format for all OAG positions and address other issues as part of the recruitment process.



SOW C.5.2.2.4: Present proposed recommendations to OAG's designated management team for review prior to making any final classification determinations.

- **Notes:**
 - All proposed JDs/classification analyses were submitted to OAG HR for review as part of JD deliverables listed in SOW.
 - JD deliverables are being used as samples to support recruitment.
 - While proposed title/series/grades were assigned to those JDs that were considered usable and to JD revisions, none have been formally established leaving it up to manager to revise JD as deemed appropriate.
- **Findings:** A large percentage of JDs would benefit for supervisory review and revision.
- **Recommendations:**
 - Provide specific guidance and direction to supervisors asking them to review assigned JDs for accuracy.
 - Hold supervisors accountable for JD accuracy.

SOW C.5.2.2.5: Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications. Ensure specifications meet legal and regulatory compliance, to include the Fair Labor Standards Act and Americans with Disabilities Act



- **Notes:** All Jobs listed in SOW were reviewed. Classification evaluation statements were written for each listed job noting current classification and rationale for assignment of proposed title/series/grade. In many cases a new JD was also written, particularly if there were discrepancies with assigned title/series/grade.
- **Findings:** Among the 34 categories of jobs listed, subject to confirmation by desk audit:
 - A minimum of 12 likely over gradings were identified.
 - A minimum of 18 indicated problems with title/series assignment.
 - Other grades were not questioned due to use of standard DCG JDs that may or may not have been applicable.
- **Recommendations:** Conduct an OAG-wide complete classification review.



SOW C.5.2.2.6: Identify career ladders/promotional opportunities as deemed appropriate.

- **Notes:** OAG HR stated that recruitment and retention of non-Attorney personnel was not a problem.

- **Findings:**

- Career-ladder recruitment could be done at any time.
- Establishment of career-programs including rotational assignments, formal training budgets, and use of bridge jobs between one and two-grade interval series work would not be cost-effective (and are typically resisted by supervisors).

- **Recommendations:** Establish targeted career programs subject to availability of funds and management concurrence.



SOW C.5.2.2.7: Submit recommendations for appropriate implementation measures that OAG will need to take.

- **Notes:** Major issues involve accuracy of job classifications and currency of JDs
- **Findings:** OAG supervisors are not held accountable for accuracy of JDs.
- **Recommendations:**
 - Make JD accuracy significant part of supervisor’s performance evaluation.
 - Eliminate incentives for “gaming” the system (e.g., upgrading jobs to get staff from other OAG organizations, multiple union/non-union pay schedules which put pressure on upgrading non-union jobs).



Electronic Maintenance

Notes, Findings, and Recommendations

Electronic Maintenance SOW Map



SOW Item	Delivered	Date(s)	Recipient
C.5.2.2.8	In process of developing the electronic maintenance system. Conducted several meetings with OAG HR to design the system workflow and requirements.	4/15/20	S. Anderson
C.5.2.2.9	Training development is in progress	4/30/20	S. Anderson



SOW C.5.2.2.8: Provide a straightforward, easily understood, maintenance system that OAG will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process OAG would use in the review of the classification of individual jobs, as needed.

- **Notes:** Several meetings with OAG HR were conducted to gather requirements, understand pain points and brainstorm potential solutions that can be incorporated into the electronic maintenance system.

- **Findings:**

- Automated workflow streamlines the JD request and approval process
- Allows identification of issues in the workflow process resulting in “denial of the JD request”. This informs the requestor at which phase of the process the request has been denied.
- Allows complete traceability of the entire resource request process.
- Allows complete transparency in the resource request process.
- Enhanced capabilities to determine the JD requesting resource.
- Identifies all POCs involved in the approval process (Section Chief, Division Manager, Job Vite Reviewer) required to provide input/response(s).
- Provided enhanced insight into the resource allocation process for HR management purposes.
- Provides a history of requestor (unit/divisional/executive) activity.
- Allows insight for process improvement.
- Limits JD editing to specific personnel
- Potential for Job Vite system integration or manual data entry by the Job Vite Reviewer

- **Recommendations:** Receive approval of all JDs to be added to the system.



SOW C.5.2.2.9: Conduct a comprehensive training program for OAG, as outlined in its proposal to ensure that OAG staff can explain and administer the new system in the future.

- **Notes:** A comprehensive training plan will be developed to inform users on the purpose, benefits and use of the electronic maintenance system.

- **Findings:**

- Training manual will be developed
- Training instruction will be provided to OAG system users

- **Recommendations:**

- OAG HR should identify 2 people at a minimum to be the system administrators that will be trained and understand the system and answer/resolve tier 1 related questions and issues as they arise.



Compensation Study

Notes, Findings, and Recommendations

Compensation Study SOW Map



SOW Item	Delivered	Date(s)	Recipient
C.5.2.3.1	<ul style="list-style-type: none"> Compensation plan was reviewed early in the contract and used as a basis for execution of deliverables. 	Various	N/A
C.5.2.3.2	<ul style="list-style-type: none"> Competitive market position was identified as currently existing based upon in depth review of pay and benefit rates with surrounding public and private sector employers as synopsized and included in mid-contract review. 	1/9/2020	S. Anderson
C.5.2.3.3	Labor markets surveyed included all city, county, state, and Federal government employers and BLS data for the private sector. Noted in Biweekly Report of 11/15/2019.	11/19/2019	S. Anderson
C.5.2.3.4	Comprehensive compensation and benefits completed and submitted as part of mid-contract review.	1/9/2020	S. Anderson
C.5.2.2.5	Recommended salary structures with limitations on options for adjusting steps identified in mid-contract review.	1/9/2020	S. Anderson



SOW C.5.2.3.1: Review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.

- **Notes:** Inconsistencies exist in compensation (pay) between OAG and surrounding jurisdictions.

- **Findings:**

- OAG pay rates are significantly higher overall than surrounding city, county, state governments and, in many cases, the private sector.
- OAG pay rates are lower than the Federal government, in part, due to worldwide/nationwide scope of Federal headquarters operations and resulting grade levels.
- There is not a problem in recruiting/retaining non-attorney staff.

- **Recommendations:**

- In limited cases OAG would benefit from use of advanced in hire rates and recruitment/retention incentives currently authorized by the Federal government. However, this would require DCG policy changes.



SOW C.5.2.3.2: Recommend and identify a consistent and competitive market position that the OAG can strive to maintain.

- **Notes:** Per OAG HR staff, OAG current compensation structure is adequate to recruit and retain a well-qualified workforce.
- **Findings:** A competitive market position currently exists.
- **Recommendations:** None



SOW C.5.2.3.3: Recommend comparable labor markets, including both private and public sector employers for compensation survey.

- **Notes:**
 - A complete salary and benefits survey was done of all surrounding city, county, state, and Federal government total compensation programs using government websites.
 - Private sector data for the DC area was collected from the Bureau of Labor Statistics (BLS) website data for DC and the surrounding area.
- **Findings:** Adequate data was available from government websites and the BLS.
- **Recommendations:** None.



SOW C.5.2.3.4: Develop and conduct a comprehensive compensation and benefits survey, consistent with existing District salary schedules.

- **Notes:** A comprehensive survey was completed which formed the basis for the following:
 - Comparative analysis of pay rates for government jobs aligned to title/series/grade and duty/responsibility descriptors as listed on each website.
 - Use of BLS job codes and definitions to develop comparative profiles between OAG and the private-sector.
 - Comparative analysis of benefits was similarly conducted among government jurisdictions and compared with the private sector using an USOPM study.
- **Findings:**
 - OAG payrates overall exceeded local and state jurisdictions.
 - OAG payrates overall were less than the Federal government.
 - OAG benefits overall were comparable to other government jurisdictions except that many continue to offer pension options.
 - Private sector benefits consistently are less than those offered by government.
- **Recommendations:** Use data as background in briefing or as part of establishing pay schedules.



SOW C.5.2.3.5: Recommend appropriate salary range for each position based on the classification plan, the District's salary schedules, the compensation survey results, and internal relationships and equality. Recommend new salaries to the extent necessary, meeting OAG's and the District's personnel standards based on the results of the survey and best practices.

- **Notes:** Both total compensation (pay + benefits), job classification study, and desk audits were used in developing finding and recommendations.

- **Findings:**

- Any recruitment and retention issues do not appear to be related to pay or benefits.
- OAG does not have authority to unilateral change policies on pay setting or provide monetary incentives to support recruitment/retention.
- Significant numbers of inaccurate JDs, misassignments, and a lack of basic HR knowledge by supervisors typically creates an environment of systemic demotivators that adversely impact morale and workforce productivity.

- **Recommendations:** OAG undertake a workforce study targeted to classification accuracy to determine impact on employee morale.



Additional Recommendations and Conclusions



Additional Recommendations and Conclusions

Overall:

- OAG HR operations would benefit from an end-to-end review of process flows to include recommendations to enhance automation and integration with DCG HRIS requirements.
- OAG long-term recruitment, retention, and development goals need to be updated and integrated with DCG initiatives to best ensure cost-effectiveness of program initiatives.

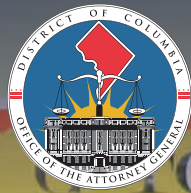
Classification:

- Establish *Position Description* Optional Form 8 (OF 8) or similar as basis for: supervisory certification of accuracy of duties and responsibilities, classifier assignment of title/series/grade as payroll certification, and code coversheet to ensure FLSA, ADA, competitive level, and similar documentation.
- Conduct complete JD review and train supervisors in classification basics.

Pay and Benefits: No additional action required.

OFFICE OF THE ATTORNEY GENERAL

ANNUAL REPORT



& RESOURCE GUIDE



KARL A. RACINE
Attorney General
District of Columbia



**Safeguarding
Vulnerable
Residents**



**Setting Youth
Up for Success**



**Fighting for D.C.
Residents During
COVID-19**

**Standing Up
for Civil Rights**
**Keeping
Residents
Safe**

2019 — 2020



LETTER
FROM
**KARL A.
RACINE**

“

I believe this moment can be our opportunity to build a better, fairer future.

Dear Residents,

We are living in unprecedented times.

At the time of this writing, the coronavirus (COVID-19) pandemic has claimed over 650 lives across the District and left numerous more residents sick. Tens of thousands have lost work and now struggle to make ends meet. Parents have had to juggle putting food on the table and providing childcare. Computer screens have become temporary classrooms for our students, and an imperfect means to staying connected with our elderly and vulnerable residents.

It has been a year of loneliness, anxiety, uncertainty—and reckoning. While COVID-19 has laid bare the inequities that have long plagued communities of color, an eruption of racist police violence has made it impossible to look away.

Yet over these solemn months, I have watched the District meet this crisis with undeniable discipline, determination, and resilience.

I have seen essential workers—doctors and nurses and EMTs, police and firefighters, delivery drivers and cooks and grocery store workers and many more—dutifully serving the District and its residents, particularly our most vulnerable, despite great personal risk.

I’ve heard the District and the nation find its voice within a multiethnic, multigenerational, and global movement demanding true equality under our nation’s economic, educational, criminal justice, and healthcare systems.

I’ve witnessed our decades-long dream of gaining the full rights of citizenship leap closer to reality, as the U.S. House of Representatives passed H.R. 51, the D.C. statehood bill.

And I’ve discovered hope.

I believe this moment can be our opportunity to build a better, fairer future. And I know the Office of the Attorney General can play a role, just as we have worked to contain this virus’s damage.

We may have been teleworking since March, but our commitment to providing the District with first-class legal services has never wavered. We’ve continued to defend your rights and emergency protections—stopping price gougers, rooting out scams and fraudsters, standing up for tenants in need, and fighting for workers’ health and safety.

We’ve leaned on virtual community outreach and our Cure the Streets violence interruption teams to keep residents informed, safe, fed, and counted in the U.S. Census. We’ve advised and collaborated with the Council and Executive Office of the Mayor on emergency legislation. And we’ve worked with the courts, the Metropolitan Police Department, and the U.S. Attorney’s Office to make sure we’re addressing our public health and public safety needs.

All the while, we have filed and settled lawsuits to protect our environment, advanced evidence-based strategies to address racial inequities, taken on discriminatory property managers and neglectful slumlords, and so much more.

2020 has strengthened our resolve to fight for District residents. So if there are ways OAG can better serve you, we want to hear about them. Together, we can chart a path for a future that marks this unparalleled year as the beginning of an extraordinary new era.

Sincerely,

Karl A. Racine

TABLE OF CONTENTS

- 4** By-the-Numbers
- 7** Making a Positive Impact on the District
- 8** Fighting for District Residents During COVID-19
- 10** Keeping Residents Safe
- 11** Ending the School-to-Prison Pipeline
- 14** Standing Up for Civil Rights
- 15** Safeguarding Vulnerable Residents
- 17** Advocating for Tenants and Preserving Affordable Housing
- 19** Protecting Consumers
- 21** Fighting for District Workers
- 23** Defending our Immigrant Neighbors
- 24** Preserving the Environment
- 26** Making Government Work and Elevating District Autonomy
- 28** Responding to District Challenges
- 30** Connecting with OAG

About OAG

The Office of the Attorney General (OAG) is the chief legal office of the District of Columbia. OAG enforces the District's laws, works to protect and defend D.C. residents, and provides the highest level of independent legal advice and guidance to District of Columbia government agencies. OAG's goal is to be the nation's most effective and respected public law office.

BY-THE-NUMBERS*



SAVINGS AND BENEFITS TO THE DISTRICT

\$3.1+ BILLION

Approximate amount of savings and benefits to the District and relief for harmed residents as a result of OAG's legal actions. This includes:

\$265,000+

Approximate amount of relief secured for District tenants who were forced to live in unsafe and unlawful conditions

\$2.2+ billion

Taxpayer dollars the District successfully avoided paying in lawsuits

\$150+ million

Revenue for the District from court settlements and judgments

\$280+ million

Child support collected on behalf of District children

\$532+ million

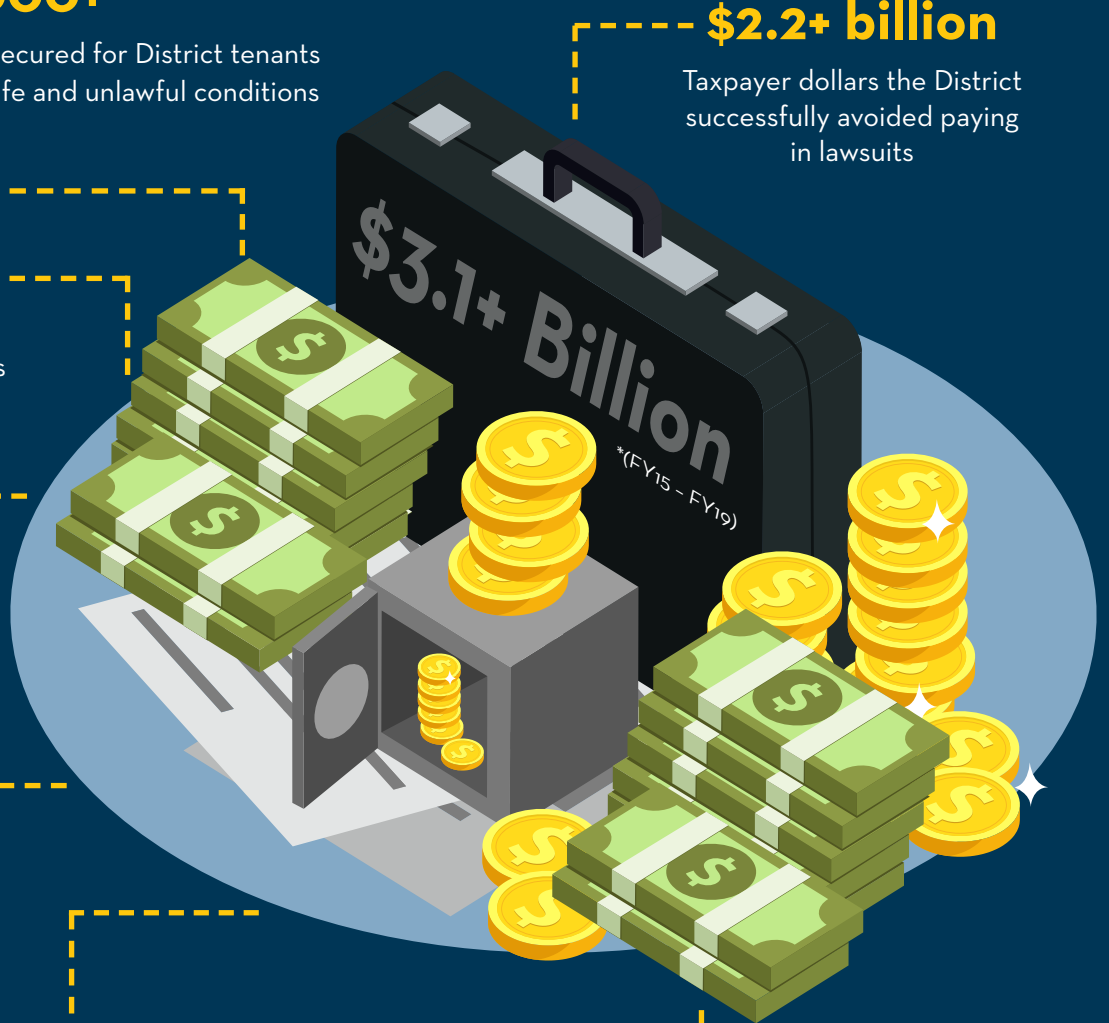
Tax revenue preserved and bond program fees collected

\$3.6+ million

Approximate amount OAG secured from neglectful building owners to fix issues such as mold, vermin infestations, water damage, and fire code violations at properties across the District

\$17.1+ million

Approximate amount of relief secured for harmed consumers as a result of OAG mediating complaints and holding businesses accountable for breaking the law





ENHANCING PUBLIC SAFETY AND SUPPORTING DISTRICT YOUTH

30,000+

Criminal and juvenile prosecutions filed

2,350+

Youth diverted to the Alternatives to the Court Experience (ACE) Diversion Program, nearly 85% of whom have not been re-arrested

1,840+

Children transitioned from foster care and into a permanent home, including reunification, adoption, or guardianship

140+

Restorative justice conferences

370+

Truancy mediations to help parents keep their kids in school

1,300+

Students trained on consent and healthy relationships, the warning signs of abuse, and how to get help if they need it



LISTENING AND RESPONDING TO COMMUNITY NEEDS

6,150+

Consumer complaints received for review, mediation, or legal action



MAKING GOVERNMENT WORK

520+

Comment letters, briefs, and lawsuits opposing harmful federal policies and standing up for District residents

88%

Success rate in cases against Trump administration

7,297

Legal advice memos provided on proposed legislation, proposed rulemakings, and legal and ethics questions from District government agencies and employees

90%

Percentage of cases OAG has won on appeal

93%

Percentage of cases OAG has won defending the District against civil lawsuits that seek monetary damages

2019-2020



11,200+

Number of residents directly engaged through OAG-hosted events, webinars, listening sessions, constituent service actions, and community outreach





The Morris & Gwendolyn Cafritz Foundation "Cafritz Award"

MAKING A POSITIVE IMPACT ON THE DISTRICT

OAG has been recognized by respected local and national organizations for its work to help District residents and promote the public interest.

HELPING WORKERS AND TENANTS

D.C. Jobs with Justice "I'll Be There Award" for improving the lives of workers, tenants, and other District residents.

ENHANCING PUBLIC SAFETY

The Morris & Gwendolyn Cafritz Foundation "Cafritz Award" for outstanding performance by District government employees, awarded to OAG's Restorative Justice Team for its mediation work that addresses the root problems of crime and conflict.

(Highlighted in the feature image, above)

PROVIDING LEGAL SERVICES FOR THOSE IN NEED

Washington Council of Lawyers' recognition for creating an office-wide Pro Bono Program that encourages OAG lawyers to provide critical legal services to individuals in need.

DEFENDING OUR IMMIGRANT COMMUNITY

Central American Resource Center (CARECEN) "Saúl Solorzano Justice Award" for leadership in protecting and defending the immigrant community.

SUPPORTING VICTIMS OF CRIME

The Network for Victim Recovery of D.C. "Community Advocacy Award" for a victim-centric approach to helping those impacted by crime.

CULTIVATING YOUTH LEADERS

The MIKVA Challenge "D.C. Youth Champion Award" for a deep commitment to cultivating and mentoring youth civic leadership.

PROMOTING HEALTHY HABITS FOR YOUTH

The Foundation of Advancing Alcohol Responsibility "Champions of Responsibility Award" for a strong commitment to fighting underage drinking.



FIGHTING FOR DISTRICT RESIDENTS DURING COVID-19

During the COVID-19 pandemic, OAG has worked around the clock to hold bad actors accountable, educate residents about their legal rights, investigate complaints, and enforce the law. Get the latest tips, warnings, and resources at oag.dc.gov/coronavirus.

MAKING GOOD-FAITH ADJUSTMENTS TO CRIMINAL JUSTICE, JUVENILE JUSTICE, AND MENTAL HEALTH SYSTEMS

OAG worked to reduce the number of people held in the D.C. Department of Corrections to protect public safety and prevent additional COVID-19 deaths among incarcerated residents. After evaluating each case to determine if the defendant posed a risk to the community, OAG asked the Court to release those held on OAG charges and 65% were released. For those accused of nonviolent misdemeanor offenses, OAG worked with law enforcement partners to allow police to issue citations and notices to appear in court at a future date instead of bringing those individuals to jail. OAG also worked with law enforcement, the Court, and the District's Department of Youth Rehabilitation Services to reduce the number of youth arrested and detained during the pandemic. Working extensively with clinicians at Saint Elizabeths Hospital, OAG also helped determine whether several defendants could be safely released to the community prior to the date of their civil commitment hearing.

PROTECTING CONSUMERS FROM BAD ACTORS

Consumer complaints to OAG doubled to more than 600 at the beginning of the pandemic, with most residents reporting problematic billing and cancellation issues. In every ward, residents consistently reported price gouging concerns, leading OAG to send dozens of cease and desist letters. OAG filed a lawsuit against a Ward 7 convenience store for increasing the cost of bleach by 200%, and the Court ordered it to stop selling overpriced merchandise. OAG also filed a lawsuit against Washington Sports Club for failing to process cancellation requests submitted during the COVID-19 crisis and failing to provide promised credits to consumers when its gyms reopened.

SUPPORTING ESSENTIAL WORKERS

OAG issued nearly 30 health and safety inquiry letters following multiple worker complaints about insufficient Personal Protective Equipment in the workplace. OAG also secured an agreement with Instacart, a grocery delivery service, that expanded

paid sick leave, offered free telemedicine for workers with COVID-19 symptoms, and provided childcare assistance to certain workers. The agreement also compelled Instacart to donate \$50,000 to the Capital Area Food Bank. OAG also worked with a multistate coalition urging Amazon and Whole Foods to provide paid sick leave for their workers.

STANDING UP FOR TENANTS

To inform tenants about the District's COVID-19 emergency protections, OAG published and distributed educational tip sheets and frequently asked questions and participated in several public education webinars. OAG received more than 230 housing complaints, and following investigations, sent 58 cease and desist letters for issues including rent freeze violations, wrongful eviction, and health and safety concerns.

ADVOCATING FOR EMERGENCY PROTECTIONS FOR RESIDENTS

After Congress shortchanged the District \$750 million in emergency COVID-19 aid, AG Racine led a bipartisan coalition of 37 Attorneys General—10 Republicans, 1 Independent, and 26 Democrats—in demanding state-level relief funding for the District. OAG also worked with the Council to extend protections to residents using funeral services, enhance OAG's civil rights enforcement authority, and protect residents from unscrupulous debt collectors. OAG also supported and enforced the District's COVID-19 emergency legislation that prohibited evictions and utility shut-offs, stopped landlords from charging late fees, outlawed the stockpiling of essential goods, set workplace safety standards, and increased penalties for illegal price gouging.

TRANSITIONING TO VIRTUAL COMMUNITY ENGAGEMENTS

During the pandemic, OAG has hosted more than 25 virtual events, including a series of Tele-Town Halls on legal protections for consumers, workers and tenants, which garnered more than 3,200 participants. OAG also launched a 30-minute live video chat series with AG Racine called "Take 30" covering important community topics such as coping with stress, safeguarding LGBTQ+ rights, and stopping the spread of xenophobia and violence. OAG also hosted weekly "Twitter Chats" to provide opportunities for District youth to discuss important issues with local and national experts, such as managing family conflict, recognizing child abuse, and fostering emotional wellness.



Keeping Neighborhoods Safe

OAG's Cure the Streets violence interrupters continued to work to protect their neighborhoods during the pandemic, collaborating with local organizations to deliver meals to vulnerable residents in Wards 5, 7, and 8 and distributing guides to residents about their legal rights and protections. Throughout these engagements, Cure the Streets encouraged residents to complete the U.S. Census and, by May 2020, the Washington Highlands/Congress Heights area was the first in Ward 8 to exceed 50% participation.



KEEPING RESIDENTS SAFE

AG Racine is working to make the District safer through smart prosecution and innovative, evidence-informed initiatives. OAG's public safety efforts aim to stop violence before it happens and address the root causes of crime to prevent individuals from re-offending.

”

We don't have bullet proof vests. We don't use weapons. We use communication [to make our community safer].

Frederick Mercer
*Violence Interrupter for OAG's Cure the Streets
Washington Highlands site in Ward 8*

EXPANDING VIOLENCE INTERRUPTION EFFORTS

In 2019, with support of the Council, OAG expanded its violence interruption pilot program—Cure the Streets—to four additional sites. More than 60 Cure the Streets violence interrupters and outreach staff are now working at six sites across Wards 5, 7, and 8, using public-health strategies that treat violence like a disease that can be interrupted, treated, and stopped from spreading. This work is carried out by residents with deep ties to their neighborhood, called violence interrupters, who are trained to identify and de-escalate conflict. Community members feel safer knowing violence interrupters are nearby and early evidence points to success in the long-term.

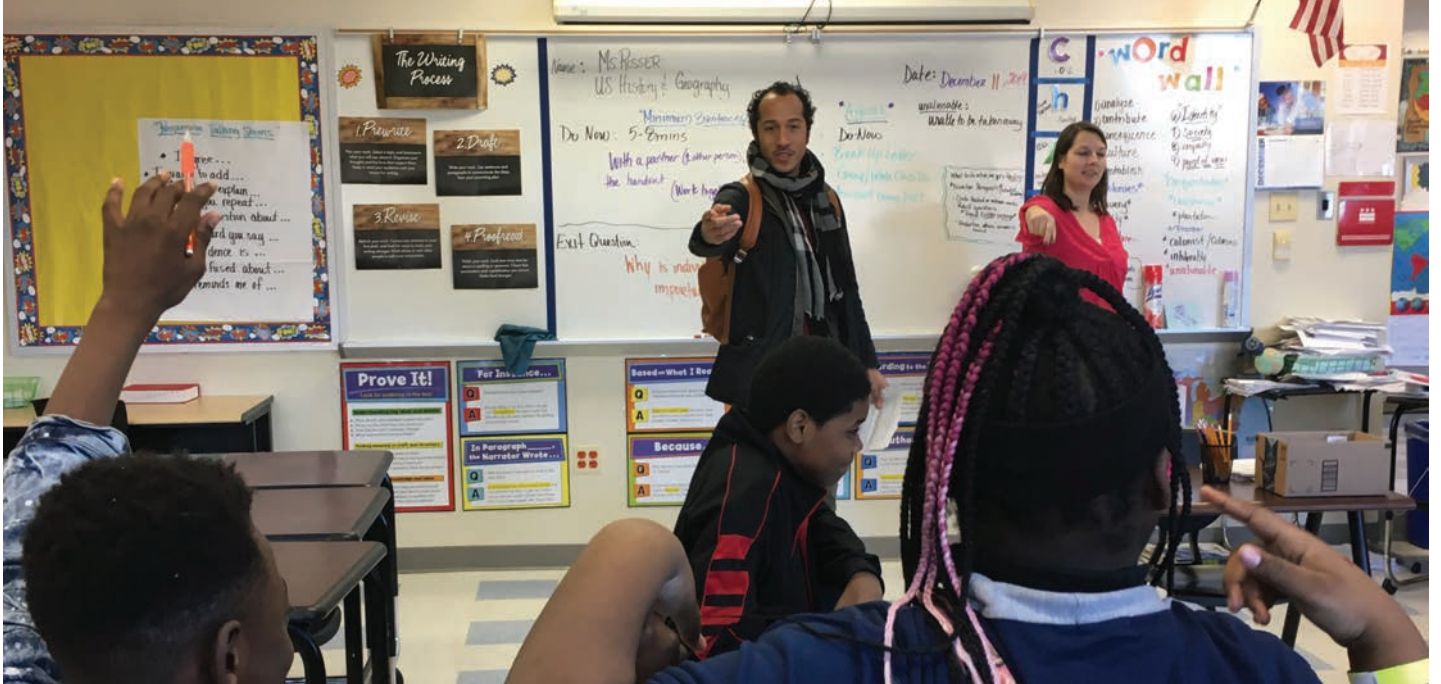
REMOVING GUNS FROM POTENTIALLY DANGEROUS PEOPLE

The District's "Red Flag Law" helps keep residents safe by allowing certain residents to petition the D.C. Superior Court to issue Extreme Risk Protection Orders (ERPOs), which require the

temporary removal of firearms and ammunition from a potentially dangerous individual. OAG has successfully litigated five orders so far and is raising awareness about this law through education and outreach. Learn more about who is eligible to use this law, how to petition the court, and what happens if an ERPO is granted at: oag.dc.gov/RedFlagLaw.

SUPPORTING COMMON-SENSE GUN REGULATIONS

Ten states and the District of Columbia banned large-capacity magazines to prevent the kind of devastating mass shootings that plague our country. AG Racine led multistate coalitions supporting California and New Jersey's ban on large-capacity magazines, arguing in court briefs that states have a responsibility to enact common-sense gun safety regulations that can save lives. AG Racine also joined a multistate "ghost gun" lawsuit to prevent the federal government from making it easier to acquire 3D-printed firearms online and separately sued gun manufacturer Polymer80 for illegally advertising and selling untraceable ghost guns to D.C. consumers.



ENDING THE SCHOOL-TO-PRISON PIPELINE

Evidence shows that the default path of prosecution, probation, and detention to hold young offenders accountable ignores the root causes of delinquency—and even exacerbates it. That’s why OAG is making investments in data-driven solutions that keep kids in school, treat childhood trauma, and reduce recidivism—while holding them accountable when they offend.

TREATING CHILDREN AS CHILDREN

In close collaboration with OAG, the Metropolitan Police Department announced in February 2020 significant changes to its policies governing interactions with District youth. The new policy emphasizes using age-appropriate, trauma-informed practices to de-escalate interactions with youth and limit their exposure to the justice system. Everyone benefits when police can use interactions with young people as an opportunity to establish trust and help kids stay on the right path.

KEEPING KIDS IN SCHOOL

Studies show that chronic absenteeism increases students’ risk of ending up in the juvenile justice system. OAG partnered with Sousa Middle School to create “I Belong Here,” an anti-truancy program which involves OAG-led lesson plans and leverages friendly competition, incentives, and rewards to disrupt behaviors associated with truancy. In its second year, Sousa Middle School had the highest percent of in-seat attendance out of all

comparably sized District middle schools and was only one of three middle schools in D.C. to see gains in attendance.

OAG’s Addressing Truancy Through Engagement and Negotiated Dialogue (ATTEND) Program is an alternative to prosecuting parents for failing to send their children to school. ATTEND links parents to appropriate community-based services to address the cause of the chronic absenteeism. ATTEND has held nearly 380 mediations with a 100% agreement rate.

ADDRESSING TRAUMA AND ROOT CAUSES OF CRIME

OAG has significantly increased the number of young offenders it diverts to the District’s Alternatives to the Court Experience (ACE) program. Through ACE, offending children identified as low risk to the community are provided personalized services to address trauma that include behavioral health support, mentoring and tutoring, and family and individual therapy. Both the Metropolitan Police

Department and OAG refer District youth to the program. Approximately 85% of youth who have completed the ACE program since 2014 have not been re-arrested.

EMPOWERING VICTIMS AND BUILDING EMPATHY AND ACCOUNTABILITY IN OFFENDERS

OAG launched the nation's first restorative justice program within a prosecutor's office. Restorative justice uses mediation as an alternative to prosecution, empowering victims to express how they were affected by a crime and creating a pathway for offenders to accept responsibility and work to repair the harm they inflicted. Successful mediations end with written agreements detailing a resolution, which often includes an apology to the victim, restitution, or community service, among other terms. Since 2017, the program has held nearly 150 mediations. A preliminary analysis shows a 15% point improvement in keeping youth out of the justice system for those who pursued restorative justice over the traditional juvenile justice system.

“

You never want your child to be the victim of a crime. You also don't want this pain compounded by seeing another child's life derailed because of a bad decision. What a gift for us to be able to experience [OAG's Restorative Justice Program] that led to healing and a way forward for all involved.

Amber and Warren

Parents of victim in a robbery case discuss

Restorative Justice.

”

My son never shares his day with me, but he brought up OAG's Consent and the Law training with me on his own! He was particularly impressed by your gender inclusion and awareness. The glowing feedback has continued today via email from parents reaching out to the school administration team and Parent Teacher Association.

PTA President

of a D.C. High School



SETTING YOUTH UP FOR SUCCESS

AG Racine has launched initiatives to celebrate youth on the right path, teach healthy decision-making skills, and engage youth on important issues.

Launching OAG's High School Advisory Council



LAUNCHING OAG'S HIGH SCHOOL ADVISORY COUNCIL

In July 2020, OAG welcomed its second High School Advisory Council (HSAC) cohort, a yearlong program that gives District high school students first-hand experience with advocacy and policymaking. HSAC members spent a two-week summer boot camp researching policy options to help educate District students about our country's history of systemic racism and ways to ensure all students feel safe at school.

EMPOWERING YOUTH TO "DO THE WRITE THING"

For the past four years, AG Racine has sponsored the District's participation in the national "Do the Write Thing" challenge, a national anti-violence essay contest for middle schoolers. In June 2020, OAG hosted a virtual celebration for over 240 student essayists and their families, featuring two contest winners, Amari Edmonds and Tyler Willis. Amari spoke about the need to support and educate Black youth, and Tyler read his poem about the power of song as a metaphor for healing and strength.

CELEBRATING YOUTH ON THE RIGHT PATH

AG Racine's Right Direction Awards is an annual celebration honoring District youth who are positively impacting our community despite significant challenges. Past awardees all have unique stories—from discovering a calling in juvenile justice reform and marching for women's rights to teaching conflict resolution and graduating high school while raising a child and supporting a younger sibling. Each of the 250 awardees since 2015 is an extraordinary role model.

ONLINE CHILD SUPPORT APPLICATION

OAG launched a new online application for parents to start the process to obtain a child support order, get help collecting payments, or establish paternity. More information at cssd.dc.gov or by calling (202) 442-9900.

Teaching Youth About Healthy Relationships



TEACHING YOUTH ABOUT HEALTHY RELATIONSHIPS

Because everyone deserves happy and healthy relationships, OAG works to stop teen dating violence in the District. In 2019, OAG attorneys conducted 15 presentations for over 1,300 District students about consent and healthy relationships, the warning signs of abuse, and how kids can get help if they need it.



STANDING UP FOR CIVIL RIGHTS

Civil rights violations unfairly limit opportunity for District residents and offend their personal dignity. AG Racine established a new Civil Rights Section to ensure equal treatment under law and meaningful opportunity for all District residents.

LISTENING TO COMMUNITY CIVIL RIGHTS CONCERNS

During the summer of 2019, OAG invited residents to share personal encounters with discrimination at a series of civil rights listening sessions across the District. OAG then released a report detailing the community's concerns with housing discrimination, racism, and violence against the LGBTQ+ community, which have and continue to guide OAG's civil rights work. You can read the findings of this report at oag.dc.gov/CivilRightsReport.

STOPPING DISCRIMINATION IN THE DISTRICT

OAG's Civil Rights Section has taken legal actions to stop:

- **Housing discrimination:** The availability of affordable housing is a crisis for many District residents. OAG sued Curtis Investment Group and Evolve LLC, landlords that unlawfully discriminated against low-income residents who used housing vouchers to pay for rent. OAG secured its largest civil rights settlement ever against Curtis, requiring the landlord to pay \$900,000 for posting discriminatory online housing ads. OAG also secured a \$250,000 penalty from Evolve for its discriminatory conduct. Finally, OAG worked with Apartments.com and Zillow, two online real estate companies, to implement filters that identify and remove discriminatory online housing listings with phrases like "No vouchers"

and "No section 8." Several lawsuits and investigations to stop this kind of housing discrimination remain pending, including eight cases filed against real estate professionals for discriminatory advertisements.

- **Location-based discrimination:** Residents east of the Anacostia River often find themselves excluded from goods and services. OAG reached a settlement with Renewal by Andersen, a window company that illegally refused to do business in certain District neighborhoods, requiring that they serve all District residents equally regardless of location and pay \$50,000 to the District. Another lawsuit against a home contractor for similar location-based discrimination is pending.

How to Report Discrimination

If D.C. residents experience discrimination of ANY kind, report it to OAG by calling **(202) 727-3400**, emailing OAGCivilRights@dc.gov or filling out an online form: oag.dc.gov/CivilRightsComplaint.

Residents can also file a complaint with D.C. Office of Human Rights by calling **(202) 727-4559** or visiting ohr.dc.gov.





SAFEGUARDING VULNERABLE RESIDENTS

Part of promoting the public interest includes protecting those most susceptible to abuse and neglect. OAG has prioritized responding to the needs of our city's most vulnerable residents, including seniors, low-income residents, victims of child sex trafficking, and others.

SEEKING JUSTICE FOR SENIORS AND VULNERABLE ADULTS

Too many District seniors are victimized by unscrupulous individuals and businesses. AG Racine launched a new elder justice team of OAG attorneys who have secured indictments and won judgments against individuals who have stolen money from seniors and other vulnerable adults:

- A joint OAG/U.S. Attorney's Office investigation led to guilty pleas from a bank manager and personal banker for stealing over \$80,000 from an elderly client who they befriended by visiting after hours.
- OAG helped an 80-year old victim of financial exploitation get out of a \$51,000 car loan after being tricked into it by his stepson and a dishonest agent at a car dealership.
- An OAG attorney detailed to the U.S. Attorney's Office secured a conviction against a home health aide who stole over \$3,000 by collecting cash back for herself whenever she would make purchases at CVS for an 80-year-old client with dementia.

Help Stop Elder Abuse

One of the most common forms of elder abuse is financial exploitation, where scammers—or sometimes even close friends, caregivers, or relatives—take advantage of vulnerable seniors for personal gain.

Recognize signs of financial exploitation:

- Unusual banking or credit card activity;
- Suspicious changes in wills or powers of attorney; and
- Sudden appearance of previously uninvolved relatives or friends.

If you suspect elder abuse, neglect or financial exploitation, call the Adult Protective Services hotline at **(202) 541-3950** or OAG at **(202) 727-3807**. Call **911** if the senior is in immediate physical harm. Learn more signs of elder abuse and how you can help at oag.dc.gov/ElderAbuse.



Help for Victims of Child Sex Trafficking

Do you know the warning signs of child sex trafficking? Here are a few common red flags:

1. Running away from home
2. Not attending school
3. Using phones or credit cards that are not theirs
4. New tattoos
5. Signs of physical abuse

To get help if you or someone you know is a victim of sex trafficking, call the National Human Trafficking Hotline at **1-888-373-7888**. Learn other warning signs of child sex trafficking and how you can get youth help: oag.dc.gov/trafficking



PROTECTING CHILDREN FROM SEX TRAFFICKING

Sex trafficking, which poses a serious threat to District children, is a terrible crime where traffickers force victims to exchange sexual acts for something of value. OAG staff seeks to connect suspected victims with services that can help them break free of traffickers. OAG also builds awareness year-round through educational resources, trainings at schools and community centers, and public awareness campaigns that teach residents how to identify trafficking victims and connect them to help. Since 2016, OAG has trained over 1,600 youth on the warning signs of sex trafficking. OAG has partnered with Comcast, Lyft, Verizon, the National Center for Missing and Exploited Children, and more to expand public education.

DEFENDING CRITICAL FOOD ASSISTANCE FOR MILLIONS

The Supplemental Nutrition Assistance Program (SNAP)—commonly known as “food stamps”—is a critical safety net program that uses food assistance to help lift people out of poverty. In January 2020, AG Racine led a multistate lawsuit to stop the Trump administration from eliminating SNAP food assistance for nearly 700,000 struggling Americans nationwide, including up to 12,000 District residents. In October, a federal court permanently blocked this harmful rule.

Help Child Abuse Victims

District law requires all adults to report child sex abuse. Anyone who suspects child abuse can call the District’s Child and Family Services Agency central reporting line at **(202) 671-SAFE**.

In life threatening situations, call **911**.

Learn more about reporting requirements at oag.dc.gov/PublicSafety.





ADVOCATING FOR TENANTS AND PRESERVING AFFORDABLE HOUSING

One of the most pressing issues facing District residents is the shortage of affordable housing. To respond to this growing problem, OAG is using the law in creative ways to preserve affordable housing and ensure landlords maintain safe, habitable living conditions.

HOLDING SLUMLORDS ACCOUNTABLE

In OAG's largest-ever rent recovery from a District landlord, AG Racine announced a settlement in 2020 that will require the owners and managers of two Ward 8 apartment complexes—Forest Ridge and The Vista Apartments—to pay at least \$1.9 million to eligible current or former tenants, who were forced to live with severe rodent infestations, repeated flooding, and a lack of working smoke detectors. In 2019, AG Racine also announced a settlement requiring Sanford Capital to return \$1.1 million to tenants in Wards 5, 7, and 8 after leaving tenants to live in uninhabitable conditions that included vermin infestations, inconsistent heat, broken plumbing, and dangerous fire code violations. Along with paying a penalty to the District, Sanford agreed to divest ownership of the over 20 properties it once managed in the District. The company is banned from operating in the city's residential housing business for at least seven years.

“

We have been impressed by OAG's renewed commitment to securing safe and affordable housing for low income residents and to ensuring housing providers are held to a high standard under the law... In a single action, OAG can vindicate the rights of hundreds of households, having a massive impact on the security and habitability of those family's homes.

Testimony of Rachel Rintelmann

Supervising Attorney, Housing Law Unit, Legal Aid

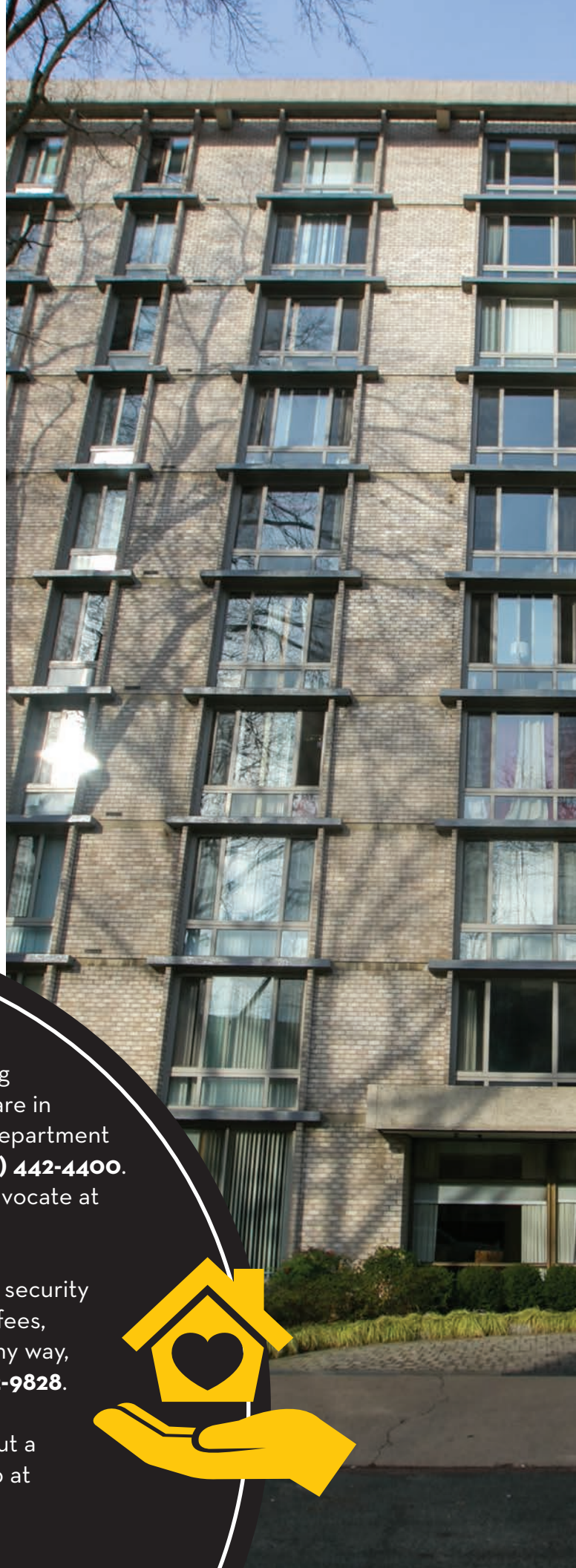
Society for the District of Columbia

ENSURING PROPERTY OWNERS KEEP TENANTS SAFE

OAG sued the D.C. Housing Authority (DCHA) in June 2020 for endangering thousands of tenants at 10 public housing properties after numerous complaints from residents and more than 5,270 incidents the Metropolitan Police Department has responded to since January 2019. Despite repeated homicides, assaults, and drug arrests and multiple OAG warnings, DCHA failed to make basic security improvements like increasing security presence, lighting, and security cameras. OAG also secured settlements in 2020 to enhance security measures at Good Hope Laundromat in Ward 8 and make property repairs to 220 Hamilton Street, a 34-unit apartment building in Ward 4.

STOPPING ILLEGAL SHORT-TERM APARTMENT RENTALS

In a big win for affordable housing, OAG announced a settlement in November 2019 with Ginosi USA—a hospitality chain—banning the company from offering illegal short-term apartment rentals that illegally cut into the District’s viable long-term housing supply while also failing to pay District sales taxes that they collected from guests. Under OAG’s settlement, Ginosi is required to pay nearly \$730,000 in unpaid sales taxes, interest, and penalties, and must notify OAG if they intend to sell any other goods or services in the District for the next ten years.



Help for Tenants

If you believe your landlord is not making needed repairs or if your health and safety are in danger, you can request an inspection from the Department of Consumer and Regulatory Affairs by calling **(202) 442-4400**.

You can also contact the Office of the Tenant Advocate at **(202) 719-6560**.

If you believe your landlord is wrongly withholding a security deposit, collecting illegal late fees or attorney’s fees, improperly raising your rent, or deceiving you in any way, report it to OAG’s Consumer Hotline at **(202) 442-9828**.

Learn about your tenant rights, what to do about a nuisance property, and how OAG can help at

oag.dc.gov/TenantRights





PROTECTING CONSUMERS

OAG's Office of Consumer Protection works to ensure that businesses treat District consumers fairly. OAG handles consumer complaints, mediates disputes, educates consumers about their rights, and takes legal actions against individuals and companies who defraud District residents and break District laws.

SECURING RELIEF FOR DATA BREACH VICTIMS

Last summer, AG Racine announced a historic \$600 million multistate settlement with Equifax over its 2017 data breach that exposed the personal information of more than 350,000 District residents and nearly half of the U.S. population. Under this settlement, Equifax is required to provide \$425 million in restitution, strengthen security practices, and offer consumers 10 years of free credit monitoring along with assistance in preventing or recovering from identity theft. OAG also continues its lawsuit against Facebook for failing to protect the privacy of millions of its users and deceiving them about who had access to their data and how it was used.

FIGHTING A TEEN PUBLIC HEALTH CRISIS

Often marketed as safer than smoking, vaping products have created a public health crisis among teens nationwide. To protect District youth, OAG filed a lawsuit against JUUL, a major e-cigarette manufacturer, for intentionally designing advertising campaigns that target kids and misleading consumers about the highly addictive quality of its nicotine products. OAG is seeking to

stop JUUL from illegally preying on young consumers and to hold the company accountable. Learn the facts about vaping and how to talk with youth about its dangers: oag.dc.gov/vaping.

Help for Consumers

If you are the victim of a scam or believe a business has deceived you, submit a consumer complaint to OAG by:

Calling
(202) 442-9828

Emailing
consumer.protection@dc.gov

Filing out an online form at
oag.dc.gov/ConsumerProtection



CRACKING DOWN ON HIDDEN HOTEL “RESORT FEES”

AG Racine filed a lawsuit against Marriott in 2019 for deceiving consumers about resort fees that have boosted the hotel giant’s bottom line. To lure consumers, including tens of thousands of District consumers, Marriott advertised daily room rates that were lower than the true total price consumers were required to pay. By adding mandatory fees on top of advertised rates at the end of the booking process, Marriott reaped hundreds of millions in profits without appearing to raise prices. OAG is seeking a court order to force Marriott to advertise the true prices of its hotel rooms up front, pay monetary relief to harmed D.C. consumers, and pay civil penalties to the District.

“

I paid a fee to apply for an apartment, only to learn that it had already gone to the first person who applied. I asked the property management company for a refund since my application was never processed, but I was denied. I contacted OAG’s Office of Consumer Protection, and they helped me get my money back.

Julia

District resident

HOLDING BIG PHARMA ACCOUNTABLE FOR THE OPIOID EPIDEMIC

OAG filed suit against Purdue Pharma and its former top executive Richard Sackler for misleading patients, doctors, and communities in pursuit of massive profits from opioid sales. OAG alleges Purdue broke the law and recklessly endangered District residents by misrepresenting the addictive quality and relative safety of opioids, pushing doctors to prescribe opioids for longer periods at higher doses, and falsely claiming signs of addiction can be treated with more opioids. OAG seeks to halt Purdue’s deceptive marketing claims and compel Purdue give up all gains achieved through violations of the District’s consumer protection laws.

STOPPING PREDATORY LENDERS

Depending on the type of loan contract, District law sets maximum interest rates that lenders can charge between 6 and 24% to protect residents from falling prey to exploitative lenders. In June 2020, AG Racine sued Elevate, an online lender, for illegal high-interest loans burdening over 2,500 financially vulnerable D.C. residents. Elevate misrepresented the nature of their loans, which had interest rates ranging between 99 and 251%—up to 42 times the legal limit.





FIGHTING FOR DISTRICT WORKERS

OAG has prioritized protecting workers from wage theft and payroll fraud schemes like worker misclassification. With new independent authority to investigate and bring wage theft cases, OAG has launched over 30 investigations and recovered millions of dollars from businesses that have stolen wages from District workers.

STOPPING PAYROLL FRAUD

Worker misclassification is a form of payroll fraud in which employers improperly categorize their workers as “independent contractors” instead of direct employees. This illegal practice, especially prevalent in the construction industry, hurts workers, cheats taxpayers, and undercuts law-abiding competitors. An OAG-commissioned economic study found that construction companies that misclassify employees in the District can illegally reduce labor costs anywhere from 16.7 to 48%. In January 2020, OAG announced a settlement requiring Power Design, a major electrical contractor, to pay \$2.75 million to resolve a wage theft and worker misclassification case—OAG’s largest wage theft recovery both in value and the number of affected workers.

“An OAG-commissioned economic study found that construction companies that misclassify employees in the District can illegally reduce labor costs anywhere from 16.7 to 48%.”

HOLDING ABUSIVE EMPLOYERS ACCOUNTABLE

OAG has significantly stepped up wage theft enforcement over the past two years with significant wins including:

- **Matchbox:** OAG secured a \$142,000+ settlement that will provide unpaid wages to over 100 Matchbox and Ted’s Bulletin restaurant workers following allegations that Matchbox Food Group failed to pay DC’s minimum wage.
- **Instacart:** As part of an agreement with OAG, Instacart expanded COVID-19 paid sick leave for workers during the pandemic.
- **Rock Spring Contracting, LLC:** OAG secured a \$280,000 settlement that will provide unpaid wages to approximately 75 drywall workers and penalties to the District.
- **J.D. Nursing and Management Services, Inc.:** OAG won a \$216,000 judgment from a now-shuttered home healthcare company that will provide unpaid wages to more than 20 personal care aides and penalties to the District.
- **Airway Sheet Metal Co.:** OAG secured a \$115,000 settlement that will return unpaid wages to 40 sheet metal workers and a payment to the District.

PROTECTING GIG ECONOMY WORKERS

OAG filed a lawsuit against DoorDash, an app-based food delivery company, alleging it used tips consumers intended as gratuity for delivery workers to subsidize the company's labor costs—the more consumers tipped, the less DoorDash had to pay workers. OAG is seeking to recover millions of dollars in tip money that consumers thought they were paying to workers and to impose civil penalties.

“

Thanks to [AG Racine's] leadership and commitment to fight wage theft and the underground economy, Washington D.C. will be among the top cities of where to work and for business to find fair competition.

Raul Castro-Ramirez

Team Leader at Keystone Mountain

Lakes Regional Council of Carpenters

Help for Workers

If you believe your employer has not paid you what you are owed, call the District's Department of Employment Services at **(202) 671-1880**.

If you believe your employer routinely fails to pay workers what they are owed, provide sick leave, or follow other D.C. labor laws, call OAG at **(202) 727-3400**.

Learn about workers' rights and how to report wage theft at oag.dc.gov/WageRights.





DEFENDING OUR IMMIGRANT NEIGHBORS

In today's political climate, our immigrant community has faced cruel federal efforts to separate families fleeing violence and persecution, restrict immigration from countries of color, punish immigrants who lawfully use nutrition, housing and medical assistance programs, and more. AG Racine is committed to protecting the nearly 100,000 immigrants who live and work in the District and make valuable contributions to our communities.

ENSURING AN ACCURATE U.S. CENSUS COUNT

AG Racine, along with several other state Attorneys General, successfully blocked the Trump administration from adding a citizenship question to the 2020 Census, which would have discouraged participation from immigrant communities in the District and nationwide. The U.S. Supreme Court's ruling is a win for democracy, as the U.S. Census impacts political representation and access to critical funds for education, infrastructure, healthcare, and more.

PROTECTING DISTRICT TEACHERS FROM VISA FRAUD

OAG sued Bilingual Teacher Exchange (BTE), a teacher exchange company, for preying on hardworking foreign educators who came to the District to teach. BTE misled teachers into paying for visa and sponsorship support services they never received, entrapping them in a cycle of debt and late

fees. BTE charged up to 13 times the amount foreign teachers typically pay legitimate visa sponsors and threatened those struggling to pay with loss of visas and deportation. OAG secured a preliminary injunction against BTE to block the company from doing business in the District while litigation continues.

OPPOSING DEPORTATION OF LONGTIME RESIDENTS

AG Racine led a 21-state coalition challenging the Trump administration's effort to end Temporary Protected Status for Haitian nationals and restrict immigration from countries with populations primarily made up of people of color. Without protected status, hundreds of Haitian-born residents who legally live and work in the District will lose their work permits and be at risk of deportation. AG Racine also led multistate coalitions to stop Trump's efforts to limit asylum for immigrants of color and block state laws that limit local resources for federal immigration crackdowns.



PRESERVING THE ENVIRONMENT

Located at the junction of two tidal rivers, the District and its residents are particularly vulnerable to the harmful health and safety effects of climate change. Over the past two years, with the help of the Council, OAG has devoted new resources to combatting climate change and cracking down on chronic polluters—especially when they harm vulnerable people and low-income communities of color.

SUING MONSANTO OVER CANCER-CAUSING CHEMICAL POLLUTION

OAG secured its largest environmental recovery to date: Monsanto, an agrochemical company, will pay \$52 million to clean up toxic pollution in the District. OAG sued Monsanto in May 2020 to hold the company accountable for toxic polychlorinated biphenyls (PCBs) that damaged our natural resources—including the Anacostia and Potomac Rivers—and put residents at risk. OAG alleged the company knowingly produced, promoted, and sold toxic and harmful products and misled consumers and regulators to maximize profits.

CLEANING UP POTOMAC RIVER

AG Racine secured a settlement in 2020 requiring GenOn, a fossil-fuel energy company, to pay \$2.5 million to the District to resolve allegations that one of its powerplants illegally discharged oil and other pollutants directly into the Potomac River. This settlement includes \$50,000 to improve drinking water quality and \$50,000 to support environmental enforcement training for District government employees.

STOPPING AIR POLLUTION VIOLATIONS

Air pollution triggers asthma in approximately 10,000 District children, increasing their risk of long-term health issues. OAG secured a settlement requiring Greyhound to adopt national anti-idling policies and pay \$125,000 for allowing buses to idle at Union Station for longer than the District's legal limit. The company is also required to provide anti-idling training to its drivers and hire a full-time supervisor to monitor compliance at Union Station.

COMBATTING CLIMATE CHANGE

For decades, Exxon Mobil, BP, Chevron, and Shell spent millions to mislead consumers about the role their products play in causing climate change and to discredit climate science in pursuit of profits. In June 2020, AG Racine sued these oil and gas companies to stop their disinformation campaigns, provide relief for District consumers, and secure civil penalties. OAG has also joined several multistate lawsuits to stop the Trump administration from rolling back critical environmental protections, such as auto emissions standards and Clean Power Plan rules.

KEEPING RESIDENTS SAFE FROM LEAD PAINT

AG Racine filed a lawsuit against the owner of a Ward 7 apartment building for endangering the health and safety of residents by exposing them to poisonous lead-based paint, which can cause lifelong problems for children, including learning disabilities and developmental delays. OAG secured a default judgment requiring the landlord to pay a penalty of over \$11,000 and begin work to eliminate the health hazard.



Reporting Environmental Law Violations

You can report violations of environmental law in the District to D.C.'s Department of Energy and Environment by calling **311** or using the **311** mobile app.



MAKING GOVERNMENT WORK AND ELEVATING DISTRICT AUTONOMY

As the chief legal officer for the District, OAG represents the city in court, provides sound legal advice and guidance to District agencies, and enforces the law to ensure that people and businesses operate with the highest integrity. OAG also uses every opportunity to advocate for D.C. Statehood and full autonomy, fighting to ensure the District has a voice in federal matters as well.

FIGHTING FOR D.C. STATEHOOD

The District's more than 702,000 residents serve on juries, fight in wars, and pay the highest federal taxes per capita, yet cannot elect a single voting member of Congress. This is undemocratic and unfair. AG Racine led a coalition of 21 attorneys general for the first time in supporting D.C. Statehood and urging Congress to pass H.R. 51, the Washington, D.C. Admission Act. AG Racine also filed a friend-of-the-court brief supporting a lawsuit filed by District residents alleging that lack of voting representation violates the Constitution.

ELEVATING COMMUNITY VOICES IN FEDERAL COURT

OAG was appointed by the U.S. District Court for the District of Columbia to represent the views of D.C. community members about the U.S. Attorney's Office's request to reduce Rayful Edmond's sentence following his cooperation with federal authorities. Mr.

Edmond was convicted of federal drug distribution charges and sentenced to life without parole in 1990, after running a major cocaine ring in the District in the 1980s.

This was the first time OAG has been asked by a federal court to represent the community's views in an adult criminal matter in which it does not have prosecutorial authority. After collecting feedback from more than 500 community members, OAG submitted a brief to the court, which did not adopt a position, but elevated thoughtful and sharply divided opinions. OAG is grateful to the Court for entrusting the office with the responsibility and opportunity to assist in this critical case.

ROOTING OUT PUBLIC CORRUPTION

The District is the only place in the U.S. that does not have a local prosecutor or other office specifically responsible for prosecuting local public corruption and related matters that impact the integrity of honest government services. While the U.S. Attorney's

Office for the District of Columbia has jurisdiction over local offenses involving public corruption, the preferred course throughout the country is to empower a locally accountable prosecutor to investigate and charge such offenses. That's why OAG sought and received expert recommendations from highly-regarded former federal prosecutor Jonathan Kravis on how best to structure a new Public Corruption Section and potential areas of focus. These recommendations will help inform OAG's efforts to bring additional prosecutorial resources to deter public corruption.

FIGHTING WASTE AND ABUSE

Nonprofits are unique corporate entities that function as public trusts, legally required to ensure that their funds are used for their stated public purpose—not for enriching private interests. In January 2020, AG Racine sued the Trump Presidential Inaugural Committee and two Trump entities for abusing nonprofit funds to enrich the Trump family, alleging that the Committee staff collaborated with the Trump family to grossly overpay for event spaces at the Trump Hotel for alleged official inaugural events. AG Racine also filed a lawsuit to resolve dueling Boards at the D.C. tech nonprofit Open Technology Fund. OAG alleges its Board of Directors was illegally replaced by a Trump appointee, creating a leadership crisis and paralyzing the independent organization. The court ruled those actions were unauthorized and invalidated them.

STOPPING INSTALLATION OF ILLEGAL DIGITAL SIGNS

OAG secured a victory in its case against Lumen Eight Media Group LLC (formerly Digi Media) for illegal outdoor Light-Emitting Diode (LED) digital

signs. OAG sued the company in 2016 because it flagrantly violated District law by erecting large LED signs without first obtaining the required permits. The company ignored multiple stop-work orders directing it to cease any further sign construction without obtaining the required permits.

TRANSFORMING DISTRICT SERVICES FOR COURT-INVOLVED YOUTH

The District announced a major settlement this year to end court oversight and monitoring of the D.C. Department of Youth Rehabilitation Services (DYRS) after 35 years. The settlement resolves a class action lawsuit filed in 1985 on behalf of youth in the District's secure juvenile detention facilities. This settlement is possible because the District invested in the construction of modern facilities, recruited and retained talented leadership, and transformed its policies and practices for supervising and providing services to court-involved youth. The District will continue to enhance public safety by meeting the rehabilitative needs of our young people.

PROSECUTING LOCAL GUN CASES IN LOCAL COURTS

AG Racine filed two briefs in court opposing the U.S. Attorney's policy to prosecute local gun cases in federal court. AG Racine argues that this policy undermines the District's autonomy and that harsher federal sentencing will disproportionately harm African Americans and youth in the District. It also denies offenders access to data-driven public safety and sentencing reforms that address problems of overincarceration and racial inequities. The District has strong laws to punish felons in possession of a gun and must be allowed to enforce them without interference.



Enforcing the Constitution

In a victory for the rule of law and the Constitution, the Fourth Circuit Court of Appeals in a 9-6 ruling denied President Trump's attempt to dismiss the District and Maryland's anti-corruption lawsuit against him. AG Racine and Maryland AG Brian Frosh sued President Trump in 2017 for openly violating the Constitution's Emoluments Clauses by profiting off business transactions through his hotel in the District. The president attempted to get the case thrown out via an unusual mid-stream appeal, but the Fourth Circuit denied his request, ruling that the president is subject to the same rules of the legal system as anyone else. The case is stayed pending President Trump's potential appeal to the U.S. Supreme Court.



RESPONDING TO DISTRICT CHALLENGES

In response to feedback OAG received from residents and stakeholders about the office's policy priorities, AG Racine introduced the following bills in the Council of the District of Columbia to address challenges across the District.

SAFEGUARDING RESIDENTS' PERSONAL INFORMATION

In recent years, consumers have seen the largest and most serious data breaches in history, including the Equifax breach, which exposed the personal information of over 143 million people nationwide and nearly 350,000 District residents. To better protect consumers, OAG introduced the *Security Breach Protection Amendment Act*, which would require companies to protect a broader range of private information, maintain reasonable security procedures, and inform consumers and the Attorney General of a data breach.

HELPING GRIEVING FAMILIES

OAG received community complaints that some residents were being taken advantage of as they were making funeral arrangements for loved ones. OAG introduced the *Funeral Services Consumer Protection Amendment Act of 2019*, which establishes a Funeral Bill of Rights to increase transparency in the funeral industry and better protect consumers. The legislation also requires funeral directors to clearly post and distribute the Funeral Bill of Rights.

PROTECTING LOCAL JOBS AND ECONOMIC DEVELOPMENT

The District gives local businesses an edge in competing for government contracts to support local jobs and drive economic development; however, some non-District businesses lie to get this competitive edge, robbing residents of jobs and harming local businesses. OAG introduced the *Small and Certified Business Enterprise Protection and Enforcement Amendment Act of 2019*, which will increase oversight of this program to help District businesses, boost penalties for fraudulent businesses, and make it easier to report fraud.

STOPPING CHILD SEX ABUSE

District law requires mandated reporters—like teachers or doctors—to report any abuse or neglect for those under 18, but OAG realized there were gaps in existing laws that left children vulnerable. OAG introduced the *Protecting Children Through Mandatory Reporting Amendment Act of 2019*, which

broadens the circumstances under which mandatory reporters must contact the authorities, makes clergy mandated reporters, stiffens penalties for failing to report, and requires training for mandated reporters.

STANDING UP FOR CIVIL RIGHTS

The District's Human Rights Act is one of the strongest civil rights laws in the nation, but OAG realized there were gaps in enforcement that left some residents vulnerable. OAG introduced the *Attorney General Civil Rights Enforcement Clarification Amendment Act of 2019 (Jan. 2019)*, which clarifies that OAG has the independent ability to sue for violations of the District's Human Rights Act, as well as continue to bring cases in collaboration with the District's Office of Human Rights. OAG also introduced the *Hate Crime Civil Enforcement Clarification Amendment Act of 2019 (Oct. 2019)*, which allows OAG to bring civil actions against anyone who commits hate crimes to seek restitution for the victim and civil penalties from the perpetrator.





CONNECTING WITH OAG



TALK WITH OUR OFFICE OF COMMUNITY ENGAGEMENT

We want to hear from you! Share your concerns and feedback with us and learn how to access OAG services by calling **(202) 727-3400** or emailing OAGCommunity@dc.gov.



SUBMIT A CONSUMER COMPLAINT

If you have been a victim of a scam or have been harmed by a business, OAG can help investigate, mediate, and, if necessary, bring legal action to protect consumers. Contact our Office of Consumer Protection at **(202) 442-9828**, consumer.protection@dc.gov, or oag.dc.gov/ConsumerComplaint.



PROTECT YOURSELF AGAINST SCAMS

Learn warning signs for common scams and how to protect yourself by visiting our Consumer Protection Library at oag.dc.gov/ConsumerProtection.



REPORT DISCRIMINATION

District residents who have experienced discrimination of any kind can report it to OAG by calling **(202) 727-3400**, emailing OAGCivilRights@dc.gov or filling out our online form at oag.dc.gov/CivilRightsComplaint.



ACCESS CHILD SUPPORT RESOURCES

For questions about collecting child support or help getting back on track to pay child support, call our Child Support Services Customer Care Team at **(202) 442-9900**.



LEARN YOUR RIGHTS AS A TENANT

If you have a problem with a neglectful or abusive landlord and want to know your rights, learn how OAG can help by calling **(202) 442-9828** or visit oag.dc.gov/tenantrights.



LEARN YOUR RIGHTS AS A WORKER

If you believe your employer is violating your rights or you are a victim of wage theft, submit a complaint to OAG at **(202) 442-9828** and learn about your right to fair wages, overtime pay, and sick leave at oag.dc.gov/wagerights.



WORK AT OAG

Want to work with a committed team of professionals that use the law to defend and protect the District and solve problems for District residents? Come work with us. Browse OAG job vacancies at oag.dc.gov/careers.

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



THE OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA
FISCAL YEAR 2020 CIVIL ASSET FORFEITURE REPORT

INTRODUCTION

Under D.C. Code §41-312, the Office of the Attorney General for the District of Columbia (OAG) must annually file with the Council of the District of Columbia and publish on its website information regarding its civil asset forfeiture efforts. This report satisfies that requirement.

CIVIL FORFEITURE OVERVIEW

In 2015, the Civil Asset Forfeiture Amendment Act of 2014 (Act) was signed into law. The Act outlines the process the District of Columbia must follow to execute civil forfeitures against seized property and the process for citizens to contest forfeitures of their property. Under the Act, property subject to forfeiture may be seized by the District by judicial order or upon the District's determination that there is probable cause to believe that the property is subject to forfeiture. D.C. Code §§41-303(a)(1)-(2). The District must provide an owner whose property has been seized notice of its intent to commence forfeiture against the property. D.C. Code §41-304(a)(1)(A). A property owner may contest civil forfeiture by filing a claim with the District. D.C. Code §41-305(a). When filing a claim, the owner can also request an interim release of their property. *Id.* After receiving the owner's request for interim release, if the District seeks to retain possession of the property pending the outcome of the civil forfeiture trial, the District must file a request for a hearing in the Superior Court for the District of Columbia within five days of receiving the owner's request or within five days of the property being released by the prosecutor's office, whichever is later. D.C. Code §41-306(c)(3)(A). At the interim release hearing, if the court finds that the District provided the owner with the requisite notice, and that it met its burden in establishing the property is subject to forfeiture, the Act requires the court to consider whether any reasonable considerations exist, other than the retention of the owner's property, that would protect the District's interest in the property pending the outcome of the forfeiture trial. D.C. Code §41-306(f)(3)(A). If the court cannot identify any such considerations, the property remains with the District pending the civil forfeiture trial. D.C. Code §41-306(f)(3)(B). If the court determines that the District failed to meet its burden, it must order the release of the property to the owner, without conditions, pending the outcome of the civil forfeiture trial. D.C. Code §41-306(f)(2).

If the matter proceeds to a civil forfeiture trial, the District again has the burden of establishing that the property is forfeitable. At the trial, the District must prove that the property is subject to forfeiture by a preponderance of the evidence standard. D.C. Code §41-308(d)(1)(B). However, if the property is a motor vehicle or real property, the District’s burden of proof is elevated to the clear and convincing evidence standard. *Id.* Also, if the property is cash totaling one thousand dollars or less, the property is presumed not forfeitable; however, the District may rebut this presumption with clear and convincing evidence that the property is forfeitable. D.C. Code §41-308(d)(1)(C). Further, if the property is the primary residence of the owner, the Act requires that the District prove the owner was convicted of the crime giving rise to the forfeiture. D.C. Code §41-308(d)(4). If the District is successful in meeting its burden, the seized property is deemed forfeited and may be sold, with the proceeds of the sale deposited into the District’s General Fund. D.C. Code §41-310(a). If the District fails to meet its burden, the District’s interest in the property is terminated, and the property is returned to the owner. D.C. Code §41-308(h).

FISCAL YEAR 2020 CIVIL FORFEITURE DATA

1. The number of seizures and the number of forfeitures by type of property seized:

The type of property forfeited in FY 2020 is shown in the table below. Please refer to the FY 2020 Metropolitan Police Department Civil Asset Forfeiture Report (2020 MPD Report) for the number and type of seizures.¹

Property Type Forfeited	Number
Money (U.S. Currency)	46
Vehicles	1
Total	47

2. The total quantity of each type of property seized and each type of property forfeited:

The table below lists the dollar value of each type of property forfeited in FY 2020. Please refer to the 2020 MPD Report for the quantity of property seized.

Property Type Forfeited	Amount
Money (U.S. Currency)	\$122,336.95
Vehicles	\$1500.00
Total	\$123,836.95

3. The number of seizures and forfeitures by type of asserted violation of District

¹ OAG’s report addresses civil forfeitures for FY 2020 and the 2020 MPD Report addresses seizures for FY 2020. The civil forfeitures for FY 2020 include matters that commenced in FY 2019 but resolved in FY 2020.

law that gave rise to the seizure or forfeiture:

The table below lists the number of civil forfeitures by the District in FY 2020 by violation of District law. Please refer to the 2020 MPD Report for the number of seizures applicable to this request.

Forfeiture Offenses	Number
Drug Offenses (D.C. Code §48-905.02)	46
Prostitution (D.C. Code §22-2723)	1
Total	47

4. The number of libels of information that were filed under D.C. Code §41-307:

In FY 2020, the District filed three libels of information under D.C. Code §41-307. Of these, one remains pending and two resulted in default judgments.

5. The number of times the District exercised its authority pursuant to D.C. Code §41-305(c) and determined the property to be forfeitable and the number of times the District determined the property was not forfeitable:

Please see the 2020 MPD Report for the determination of property to be forfeited.

6. The number of seizures where the District either did not file a libel of information pursuant to §41-307 or withdrew a libel of information, excluding seizures where the District had the authority to determine forfeitures pursuant to D.C. Code §41-305(c):
In FY 2020, OAG received 57 civil forfeiture referrals from MPD after property claims were filed. Of the 57 civil forfeiture referrals received, the District did not file a libel of information for 54 referrals. The District also did not withdraw any libels of information.

7. The number of settlements reached between the District and an owner, pursuant to D.C. Code §41-306(d):

In FY 2020, the District did not enter into any settlements with property owners under D.C. Code §41-306(d).

8. Amount of currency received from forfeiture listed separately according to the provision of the District of Columbia law that gave rise to the forfeiture:

The table below lists the amount of currency recovered by the District from civil forfeiture in FY 2020.

Code Provision Authorizing Forfeiture	Currency Received
Drug Offenses (D.C. Code §48-905.02)	\$122,901.45
Prostitution (D.C. Code §22-2723)	\$935.50
Total	\$123,836.95

9. Gross and net proceeds received from forfeiture, listed separately according to the provision of District law giving rise to the forfeiture:

The table below lists the proceeds recovered by the District from civil forfeiture in FY 2020, which includes matters that commenced in FY 2019 and resolved in FY 2020.

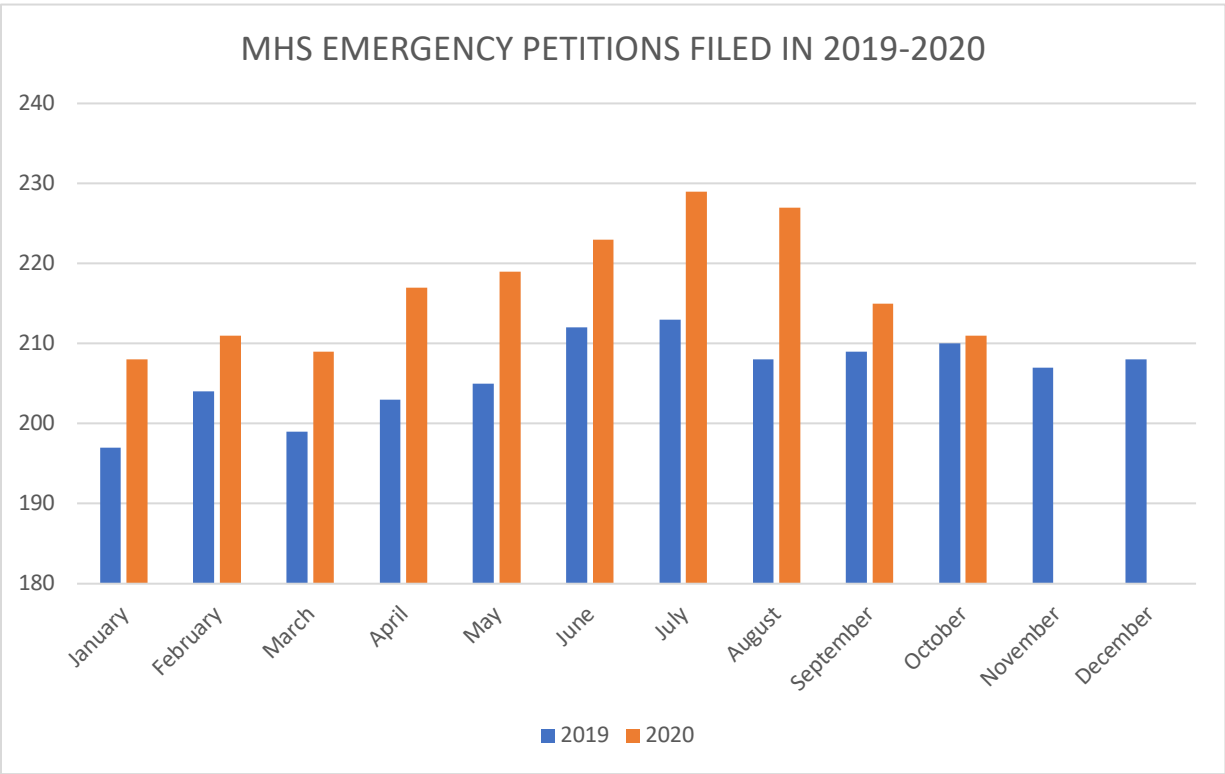
Code Provision Authorizing Forfeiture	Currency Received
Drug Offenses (D.C. Code §48-905.02)	\$122,901.45
Prostitution (D.C. Code §22-2723)	\$935.50
Total	\$123,836.95

10. By type of property, the number of seized items determined to be returnable for which the District does not have on file a receipt of return as required by D.C. Code §41-309(b):

Please see the 2020 MPD Report for this information.

11. The total quantity of each type of property seized for forfeiture that the District treated as abandoned under D.C. Code §§5-119.01 through 5-119.10 and §§5-119.12 through 5-119.19 and §5-119.11:

Please see the 2020 MPD Report for this information.



This chart includes the total number of emergency petitions that were filed by the Mental Health Section in 2019 vs. 2020. These numbers refer to emergency petitions *only*, and do not include advice calls, hearings or other pleadings that were filed with the Court. The total number of emergency petitions filed in November 2020 and December 2020 will be calculated at the end of those months.

PC HEARINGS BREAKDOWN
September 1ST – January 31ST
2020-2021

	Called-in	went forward	discharged	signed voluntary	loss
WHC –	22	13	4	4	1
UMC –	24	1	9	14	0
PIW –	66	20	5	36	1
CPEP –	3	3	0	0	0
ST.E -	3	3	0	0	0

OFFICE OF THE ATTORNEY GENERAL FY 2020 FOIA REPORT

1. a. Case Name/Number: *Kirby Vining v. District of Columbia*, (ANC-5E), Civ. No. 2013 CA 8189 B
b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(4) (deliberative process)
c. Disposition of Case: Open. The District did not prevail on its exemption claim. On November 3, 2015, the Court granted Plaintiff's motion for attorney's fees and costs and awarded him \$65,241 in fees and costs of \$880.90, for a total of \$66,121.90. Both parties appealed from this judgment on November 30, 2015. On December 20, 2018, the Court of Appeals reversed the fee award and remanded to the trial court to reconsider Plaintiff's request for fees for the first phase of the litigation and out-of-pocket expenses incurred for legal travel, secretary costs, etc. The District petitioned for rehearing, which the Court denied. On December 15, 2020, Plaintiff filed a motion seeking fees, costs, and interest in the amount of \$176,088.86, which is under consideration. This amount includes the \$65,241 the Court previously awarded.
d. Costs Assessed: \$66,121.90 has been assessed, but given the remand, the number will increase.
2. a. Case Name/Number: *Friends of McMillan Park v. District of Columbia*, (DMPED), Civ. No. 2016 CA 2373 B
b. Exemption(s) Claimed: D.C. Code § 2-534(a)(4), (e) (deliberative process, consultant corollary, and attorney-client privilege); D.C. Code § 2-534(a)(1) (trade secrets); D.C. Code § 2-534(a)(2) (personal privacy)
c. Disposition of Case: Open. The District produced an additional 378 documents (1601 pages) on January 13, 2017. The District filed a motion for summary judgment, which the Court granted. Plaintiff appealed. The Court of Appeals upheld summary judgment for the District, and Plaintiff's appeal regarding the trial court's denial of his petition for attorney's fees remains pending.
d. Costs Assessed: None to date.
3. a. Case Name/Number: *Ronald Robinson v. MPD and Cathy Lanier, Chief*, (MPD), Civ. No. 2017 CA 789 B

- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(3) (investigatory records).
- c. Disposition: Closed. The Court denied the District's first motion for summary judgment on November 7, 2018. The District then produced the requested investigation file, subject to redactions to protect the privacy of individuals involved in the investigation. Plaintiff objected to those redactions, and the District responded. The District again moved for summary judgment in February 2019. On December 27, 2019, the Court granted the District's motion in part as to the sufficiency of the redacted investigatory file, but held the parties' objections concerning the production of crime scene photographs in abeyance and directed the District to submit an affidavit concerning the photographs. The Court held an evidentiary hearing on March 16, 2020, about the District's production of photographs and ruled that the District's redactions and withholdings of the photographs were permissible. The Court then granted the District's motion for summary judgment and overruled Plaintiff's objections in their entirety on April 20, 2020.
- d. Costs Assessed: None.
4. a. Case Name/Number: *April Goggans v. MPD*, (MPD), Civ. No. 2017 CA 7926 B
- b. Exemptions claimed: D.C. Code § 2-534(a)(3) (investigatory records)
- c. Disposition: Open. The Court granted the District's motion for summary judgment and denied the Plaintiff's motion for summary judgment. Plaintiff has appealed.
- d. Costs assessed: None to date.
5. a. Case Name/Number: *Edge Investments, LLC v. District of Columbia, et al.*, (DCRA), Civ. No. 2017 CA 08606 B
- b. Exemptions claimed: None.
- c. Disposition: The parties have reached a settlement in a related tort matter, and a term of the agreement was the dismissal of this FOIA matter. The case is closed.
- d. Costs assessed: None.
6. a. Case Name/ Number: *National Center for Health Research, et al. v. District of Columbia*, (DCPS, DGS, DPR), Civ. No. 2018 CA 5424 B

- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(1) (trade secrets); D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(4) (deliberative process)
- c. Disposition: Closed. The District filed a motion for summary judgment on November 27, 2019, which was granted in part and denied in part.
- d. Cost Assessed: The parties settled Plaintiff's attorney's fees and costs in the amount of \$28,957.39.
7. a. Case Name/ Number: *Williams Legal Group v. District of Columbia*, (DOC), Civ. No. 2019 CA 03073 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(3) (investigatory records)
- c. Disposition: Closed. The documents have been produced, and the case was settled for \$30,000.
- d. Cost Assessed: None, but the case was settled for \$30,000.
8. a. Case Name/ Number: *Amy Phillips v. District of Columbia*, (MPD), Civ. No. 2019 CA 4054 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(3) (investigatory records)
- c. Disposition: Open. The agency has produced responsive documents and the case remains pending.
- d. Cost Assessed: None to date.
9. a. Case Name/ Number: *Judicial Watch, Inc. v. District of Columbia*, (ANC), Civ. No. 2019 CA 7410 B.
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy).
- c. Disposition: Open. The District has provided all responsive, non-exempt documents, and motions for summary judgment are pending.
- d. Cost Assessed: None to date.
10. a. Case Name/ Number: *Frances Rose v. District of Columbia*, (MPD), Civ. No. 2019 CA 6568 B

- b. Exemption(s) Claimed: None.
- c. Disposition: Open. The video has been disclosed, and both parties filed motions for summary judgment. The Court denied the District's motion and granted the plaintiff's motion, finding that the lawsuit was the catalyst for disclosure of the requested video. Plaintiff's motion for fees and costs is pending.
- d. Cost Assessed: None to date.
11. a. Case Name/Number: *Anne Davis v. District of Columbia*, (OSSE), No. 2019 CA 1186 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(6) (other laws – HIPAA, IDEA, FERPA)
- c. Disposition of Case: Open. Plaintiff sought all communications between OSSE and a nonpublic school – Woods Services. The parties filed cross-motions for summary judgment. On March 2, 2020, the Court granted in part and denied in part each party's summary judgment motion and ordered the District to produce redacted versions of two documents. Plaintiff filed a motion for attorney's fees as a prevailing party and the District opposed. On October 20, 2020, the Court granted Plaintiff's motion in part and awarded \$39,141 in attorney's fees and \$265.70 in costs. On November 17, 2020, the District moved to alter or amend judgment on the basis that the Court failed to apply the D.C. Court of Appeals' four-part test required to determine whether Plaintiff is entitled to attorney's fees under the DCFOIA. The motion is fully briefed and pending before the Court.
- d. Costs Assessed: None to date.
12. a. Case Name/ Number: *Judicial Watch, Inc. v. District Dep't of Transportation, et al.*, (EOM, DDOT, DPW), Civ. No. 2020 CA 3357 B
- b. Exemption(s) Claimed: None at this time. Plaintiff's has not administratively exhausted its claim and thus it is not ripe.
- c. Disposition: Open. The District moved to dismiss the Complaint on October 30, 2020, on the basis that the District's FOIA response and appeal deadlines are extended under emergency COVID legislation enacted by the D.C. Council, and thus Plaintiff has not yet exhausted its claim and the claim is not ripe. The motion is fully briefed and

pending before the Court. A status hearing is set for February 25, 2021.

- d. Cost Assessed: None to date.
13. a. Case Name/ Number: *Tax Analysts, et al. v. District of Columbia*, (OCFO), Civ. No. 2020 CA 1999 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy); D.C. Code § 2-534(a)(6)(A) (information exempt from disclosure by statute with no discretion to the court)
- c. Disposition: Closed. Plaintiffs sought production of 24 Private Letter Rulings (PLR), which the Office of Tax Revenue, an office within the OCFO, issues in response to taxpayer requests for guidance on specific tax matters. The District moved to dismiss the Complaint on the basis that the PLRs cannot be disclosed under D.C. Code § 47-4406, which governs the secrecy of tax returns and tax information, and that therefore disclosure was exempt under D.C. Code § 2-534(a)(6)(A). The District also argued that the exempt information was not reasonably segregable from the non-exempt information. Defendant OCFO also moved to dismiss as *non sui juris*. The Court dismissed Defendant OCFO but otherwise denied the motion. The District moved for summary judgment on the same grounds as its motion to dismiss, and because the personal identifying information in the PLRs was appropriately withheld under the personal privacy exemption, D.C. Code § 2-534(a)(2). Plaintiffs filed a motion for *in camera* review of the PLRs. On January 13, 2021, the Court granted the District's motion for summary judgment and denied Plaintiff's motion for *in camera* review.
- d. Cost Assessed: None.
14. a. Case Name/ Number: *Energy Policy Advocates v. D.C. Office of the Attorney General*, (OAG), Civ. No. 2020 CA 2462 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(4) (joint defense privilege; attorney-client privilege; attorney work product doctrine)
- c. Disposition: Open. Plaintiffs seek production of common interest agreements (CIA) entered into by OAG from 2017 through 2020. OAG produced an initial Vaughn Index and then provided a supplemental Vaughn Index of responsive CIAs

after conducting a more expansive search, withholding production of the CIAs under D.C. Code § 2-534(a)(4), asserting the joint defense privilege, attorney-client privilege, and attorney work product doctrine. The Court has issued a scheduling order. The District's answer to the Amended Complaint is due on January 15, 2021.

- d. Cost Assessed: None to date.
15. a. Case Name/Number: *Ryan Quinn v. Office of the Attorney General for the District of Columbia*, Civ. No. 2019 CA 8169 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(3)(A)(i) (investigatory records)
- c. Disposition of Case: Closed. OAG produced all additional records and agreed to dismissal of the lawsuit for payment of Plaintiff's costs.
- d. Costs Assessed: The parties settled Plaintiff's demand for costs in the amount of \$155.76.
16. a. Case Name/Number: *Claudia Barber v. Office of Administrative Hearings*, Civ. No. 2020 CA 1022 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(2) (personal privacy) and (a)(4) (deliberative process)
- c. Disposition of Case: Open. OAH filed a motion to dismiss and for summary judgment on October 13, 2020. Plaintiff filed a partial motion for summary judgment on October 24, 2020. These motions remain pending.
- d. Costs Assessed: None to date.
17. a. Case Name/ Number: *Washington Legal Clinic for the Homeless v. District of Columbia*, (DHS), Civ. No. 2020 CA 1678 B
- b. Exemption(s) Claimed: D.C. Code § 2-534(a)(3)(C) (personal privacy); D.C. Code § 2-534(a)(6) (other laws – D.C. Code §§ 4-754.21(12) 4-754.11(a)(7) (The Homeless Services Reform Act), D.C. Code § 4-209.04(c) (District Public Assistance Act), 42 U.S.C. § 10406(c)(5) (Family Violence Prevention and Services Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act), D.C. Code § 7-3006 (Choice in Drug Treatment Act)) .

- c. Disposition: Open. Plaintiff's position is that the redactions are too extensive. The Court agreed in part, ruling that some of the redactions must be removed, and the District has filed a notice of appeal, and a motion to stay.
- d. Cost Assessed: None to date.
18. a. Case Name/ Number: *Vaughn Bennett v. District of Columbia*, (MOAAA), Civ. No. 2020 CA 2376 B
- b. Exemption(s) Claimed: D.C. Code §§ 2-534(a)(2) (personal privacy); D.C. Code §§ 2-534(a)(4), (e) (deliberative process privilege, attorney work product doctrine, attorney-client privilege).
- c. Disposition: Open. The documents located have been produced, and the parties are working to determine if there are any more disputed issues.
- d. Cost Assessed: None to date.
19. a. Case Name/ Number: *Partnership for Civil Justice Fund v. District of Columbia*, (MPD), Civ. No. 2018 CA 1083 B (Project Veritas FOIA)
- b. Exemption(s) Claimed: D.C. Code §§ 2-534(a)(2) (personal privacy); D.C. Code §§ 2-534(a)(4) (law enforcement privilege).
- c. Disposition: Open. The parties are engaged in briefing on cross-motions for summary judgment.
- d. Cost Assessed: None to date.
20. a. Case Name/ Number: *Partnership for Civil Justice Fund v. District of Columbia*, (MPD), Civ. No. 2017 CA 1931 B (Inauguration FOIA)
- b. Exemption(s) Claimed: D.C. Code §§ 2-534(a)(2) (personal privacy); D.C. Code §§ 2-534(a)(4) (law enforcement privilege).
- c. Disposition: Reopened. OAG obtained summary judgment in December 2019. Plaintiff moved for relief from the judgment in December 2020.
21. a. Case Name/ Number: *Terris, Pravlik & Millian, LLP v. District of Columbia*,

(EOM), Civ. No. 2020 CA 387 B

- b. Exemption(s) Claimed: None.
- c. Disposition: Open. OAG moved to dismiss in September 2020.
- d. Cost Assessed: None to date.

FY 20

Name	Position Number	Title	Program	Activity	Salary	Fringe	Overtime
Sanwoola,Lateef	7222	INFO TECH SPEC	1000 - Agency Management	0040A	100,225.00	21,047.25	20,936.45
Leighton,Scott M	13271	TRIAL ATTORNEY	6100 - Public Safety	0061B	177,661.00	37,308.81	18,774.55
Maftudi,Don Dhani	82465	INFORMATION TECHNOLOGY SPECIAL	1000 - Agency Management	0040A	95,111.00	19,973.31	11,425.07
Andrews,Rodney J	44043	PARALEGAL SPEC	6100 - Public Safety	0061B	89,997.00	18,899.37	11,031.94
Young,Vernon M	75346	Program Specialist	4000-Child Support Services Division	0405A	66,541.09	13,973.63	10,608.23
Williams,Abena M.	96888	STAFF ASST	6100 - Public Safety	0061B	82,326.00	17,288.46	8,060.49
Leighton,Bayly Kiriln	11882	TRIAL ATTORNEY	6100 - Public Safety	0061A	134,103.00	28,161.63	5,535.52
Howard,Eugene Vincent	46866	LEGAL ASST	6100 - Public Safety	0061O	55,252.00	11,602.92	5,485.33
Lindemann,Bonnie V.	85678	TRIAL ATTORNEY	6100 - Public Safety	0061B	110,144.00	23,130.24	5,282.30
Tonjes,Christopher D	12940	SUPV INFO TECH SPEC	1000 - Agency Management	0040A	185,960.90	39,051.79	5,230.15
Alexander,Tiffany L	75339	PARALEGAL SPEC	6100 - Public Safety	0061N	82,326.00	17,288.46	5,033.11
Rivera,Javier F.	75347	Program Specialist	4000-Child Support Services Division	0405A	66,542.00	13,973.82	4,793.72
Helm,Ricky D	82466	INFORMATION TECHNOLOGY SPECIAL	1000 - Agency Management	0040A	95,111.00	19,973.31	4,687.65
Hill,Michelle	11387	Paralegal Specialist	6100 - Public Safety	0061A	95,111.00	19,973.31	4,271.75
Hogan,Marjorie E	14478	Support Services Specialist	Support Services Specialist	0092A	70,818.00	14,871.78	4,157.63
Wann,Boubacar	97811	INFO TECH SPEC	1000 - Agency Management	0040A	116,145.00	24,390.45	3,852.91
Deai,Valerie	44041	PARALEGAL SPEC	5200 - Public Interest	0052B	87,440.00	18,362.40	3,370.63
Lovett,Candace	6758	IT Spec (APPSW/SYSANALYSIS)	1000 - Agency Management	0040A	107,022.00	22,474.62	2,966.23
Beaufort,Raquel	20282	LEGAL ASST	6100 - Public Safety	0061B	52,074.00	10,935.54	2,879.11
Thomas,Marjorie	22543	Staff Assistant	5100-Civil Litigation	0051P	72,956.00	15,320.76	2,630.63
Thomas,Noelle L.	85507	Paralegal Specialist	6100 - Public Safety	0061A	82,326.00	17,288.46	2,601.90
Haggerty,Lauren Patrice	46443	Trial Attorney	6100 - Public Safety	0061N	106,807.00	22,429.47	2,387.76
Strong,Mark E.	99987	Program Support Assistant (OA)	1000 - Agency Management	0040A	45,718.00	9,600.78	2,027.65
Taylor,Donna Elizabeth	75348	Program Specialist	4000-Child Support Services Division	0405A	68,680.00	14,422.80	1,889.47
Mason,Montez D	77286	Trial Attorney	6100 - Public Safety	0061A	110,144.00	23,130.24	1,789.95

FY 21

Name	Position Number	Title	Program	Activity	Salary	Fringe	Overtime
Sanwoola,Lateef	00007222	Info Tech Spec	1000 - Agency Management	0040A	102,782.00	21,584.22	5,565.39
Young,Vernon M	00075346	Program Specialist	4000 - Child Support Services	0405A	68,680.00	14,422.80	5,101.67
Howard,Eugene Vincent	00046866	Legal Assistant	6100 - Public Safety	0061O	55,252.00	11,602.92	4,143.88
Kim,Brian	00032310	Trial Attorney	6100 - Public Safety	0061A	143,826.00	30,203.46	2,800.46
Rivera,Javier F.	00075347	Program Specialist	4000 - Child Support Services	0405A	68,680.00	14,422.80	1,981.14
Alexander,Tiffany L	00075339	Paralegal Spec	6100 - Public Safety	0061U	84,883.00	17,825.43	1,958.84
Williams,Vivian Marie	00028298	Program Analyst	4000 - Child Support Services	0405A	92,554.00	19,436.34	1,601.91
Andrews,Rodney J	00044043	Paralegal Spec	6100 - Public Safety	0061B	148,464.00	31,177.44	1,587.15
Williams,Abena M.	00096888	Staff Assistant	6100 - Public Safety	0061B	84,883.00	17,825.43	1,469.13
Wann,Boubacar	00097811	Information Technology-Special	1000 - Agency Management	0040A	116,145.00	24,390.45	1,465.77
Lewine,Andrew	00001407	Trial Attorney	6100 - Public Safety	0061A	106,807.00	22,429.47	1,193.88
Leighton,Bayly Kiriln	00011882	Trial Attorney	6100 - Public Safety	0061A	134,103.00	28,161.63	1,063.80
Bush,Annette B	00015821	Support Enforcement Spec	4000 - Child Support Services	0406C	85,784.00	18,014.64	866.09
Beaufort,Raquel	00020282	Legal Assistant	6100 - Public Safety	0061B	52,074.00	10,935.54	863.74
Wakefield,Airrelle G.	00092087	Trial Attorney	6100 - Public Safety	0061A	106,807.00	22,429.47	696.44
Howard,Jeanine A.	00039167	Trial Attorney	6100 - Public Safety	0061B	100,133.00	21,027.93	673.98
Mason,Montez D	0007286	Trial Attorney	6100 - Public Safety	0061A	113,481.00	23,831.01	622.21
Maftudi,Don Dhani	00082465	Information Technology Special	1000 - Agency Management	0040A	95,111.00	19,973.31	617.31
Mota,Maria	00067585	Program Support Assistant (OA)	4000 - Child Support Services	0404B	53,407.00	11,215.47	616.24
Cargill,Jeffrey D.	00097924	Trial Attorney	6100 - Public Safety	0061A	130,157.00	27,332.97	563.18
Bush,Lyndell O'Landon	00044624	Support Services Specialist	9200 - Support Services	0092A	72,956.00	15,320.76	526.13
Dandridge,Adrian L.	00013266	Support Services Specialist	9200 - Support Services	0092A	68,680.00	14,422.80	495.29
Hogan,Marjorie E	00014478	Support Services Specialist	9200 - Support Services	0092A	72,956.00	15,320.76	420.90
Blake,Kathryn	00002435	Trial Attorney	6100 - Public Safety	0061M	103,470.00	21,728.70	373.09
Short,Latysha Denise	00046872	Program Support Assistant (OA)	6100 - Public Safety	0061B	56,607.00	11,887.47	326.58

FY 20

Name	Bonus / Incentive Award	Reason for Bonus
Hendricks,Shannon N.V.	3,500.00	Incentive Award
Epstein,Carol P	3,490.40	Required by CBA
Love,Richard Stuart	3,490.40	Required by CBA
Rosenthal,David	3,490.40	Required by CBA
Wilson,Mary Larkin	3,490.40	Required by CBA
Nagelhout,Mary	3,490.40	Required by CBA
Anderson,Stacy	3,490.40	Required by CBA
Hollander,Anne R	3,490.40	Required by CBA
Schwartz,Howard Shelton	3,490.40	Required by CBA
Wolk,Lawrence Julian	3,468.47	Required by CBA
Schifferle,Carl J	3,421.36	Required by CBA
Leighton,Scott M	3,421.36	Required by CBA
Littlejohn,Andrea R	3,372.32	Required by CBA
Sassoon Cohen,Talia R	3,372.32	Required by CBA
Johnson,Holly M	3,281.23	Required by CBA
Alper,Nancy	3,281.23	Required by CBA
Cox,Tiffany L.	3,281.23	Required by CBA
Reid,Rachele G	3,190.11	Required by CBA
Allen,Patrick H	3,190.11	Required by CBA
Tildon,Rhonda	3,190.11	Required by CBA
Foster,Chad B	3,099.00	Required by CBA
Rancier,Kaitlin T	3,099.00	Required by CBA
Reaves,Randall Richard	3,099.00	Required by CBA
Monteiro,Anita R	3,007.88	Required by CBA
Kaplan,Karen L	2,944.72	Required by CBA
Pittman,Lucy	2,944.72	Required by CBA
Rivero,Fernando	2,867.20	Required by CBA
Magyar,Keely	2,712.16	Required by CBA
Glover,Andrew A	2,712.16	Required by CBA
Okoroma,Rhondalyn Primes	2,712.16	Required by CBA
Lebsack,Sonya Ludmilla	2,708.54	Required by CBA
Madison,Julie Fidaleo	2,634.64	Required by CBA
Nix,Lynsey R	2,634.64	Required by CBA
Tilahun,Hibret	2,634.64	Required by CBA
Leighton,Bayly Kirlin	2,634.64	Required by CBA
Connell,Sarah Cynthia	2,634.64	Required by CBA
Hutchins,Sharon G.	2,634.64	Required by CBA
Jackson,David	2,617.80	Required by CBA
Ensworth,Laurie A	2,617.80	Required by CBA
Sheppard,Janice Y	2,617.80	Required by CBA
Mullen,Martha J	2,617.80	Required by CBA
Kelley,Katherine V	2,617.80	Required by CBA
Mckay,James C	2,617.80	Required by CBA
Deberardinis,Robert A	2,617.80	Required by CBA
Porter,Veronica A	2,566.02	Required by CBA
Saindon,Andrew J	2,566.02	Required by CBA

Wilson, Richard M	2,566.02	Required by CBA
Prioleau, Rashida Wilson	2,557.28	Required by CBA
Villar, Traci J	2,557.28	Required by CBA
Blecher, Matthew R.	2,557.12	Required by CBA
Wood, Eli David	2,557.12	Required by CBA
Henneberry, Edward P	2,529.24	Required by CBA
Featherstone, Kerslyn D	2,529.24	Required by CBA
Skipper, Janice N	2,529.24	Required by CBA
Turner, Joshua Allen	2,513.79	Required by CBA
Aniton, Megan L.	2,479.60	Required by CBA
Kim, Brian	2,479.60	Required by CBA
Cargill, Jeffrey D.	2,479.60	Required by CBA
Block, Elaine L	2,460.91	Required by CBA
Zirpoli, D Andrew	2,460.91	Required by CBA
Schreiber, Sheila R	2,460.91	Required by CBA
Lederstein, Jason	2,460.91	Required by CBA
Brown Jr., Charles J.	2,392.57	Required by CBA
Tucker, Camille J	2,360.60	Required by CBA
Guest, Roseline Tonia	2,360.60	Required by CBA
Nannery, Valerie M.	2,360.60	Required by CBA
Karpinski, Alex	2,324.25	Required by CBA
Lisas, Phillippa	2,324.25	Required by CBA
Caldwell, Brian R	2,324.25	Required by CBA
Carliner, Virginia	2,324.25	Required by CBA
Weinberg, Wendy J	2,324.25	Required by CBA
Polli, Maura	2,295.04	Required by CBA
Weatherington, Argatonia Damonisha	2,295.04	Required by CBA
Towns, James A	2,266.68	Required by CBA
Orton, Michael W	2,266.68	Required by CBA
Cumming, Gregory M.	2,229.48	Required by CBA
Brown, Lauren A.	2,229.48	Required by CBA
Glazer, Tamar N	2,229.48	Required by CBA
Soltis, Jason J	2,229.48	Required by CBA
Martinez, David E.	2,163.92	Required by CBA
Soncini, Pamela	2,119.24	Required by CBA
Hoffmann, David S.	2,119.24	Required by CBA
Donovan, John W	2,098.36	Required by CBA
Bolden, Jaclyn	2,098.36	Required by CBA
Steiner Smith, Maria C	2,092.26	Required by CBA
Beastrom, Clinton T	2,092.26	Required by CBA
KULISH, JON N.	2,040.02	Required by CBA
Ritting, Jacob	2,034.12	Required by CBA
Pierce, Tanya T	2,034.12	Required by CBA
Shear, Melissa Gail	2,034.12	Required by CBA
Clark, Katherine C.	2,034.12	Required by CBA
Chen, Randolph	2,032.80	Required by CBA
Winston, Kia Lorren	1,975.98	Required by CBA
Hancock, Jennifer V	1,975.98	Required by CBA

Seshadri,Sheila	1,975.98	Required by CBA
Monroe,Linda E.	1,975.98	Required by CBA
Levine,Andrew	1,967.24	Required by CBA
Woods,Stephon D.	1,967.24	Required by CBA
Gladman,Ella Seeley Abbott	1,967.24	Required by CBA
Allsopp,Runako	1,917.96	Required by CBA
Baer,Brett A.	1,917.84	Required by CBA
Hersh,Michelle G	1,917.84	Required by CBA
Swaruup,Vikram	1,917.84	Required by CBA
LaFratta,Matthew D	1,917.84	Required by CBA
Martorana,John D.	1,859.70	Required by CBA
Marshall,Jalla-Anne S.	1,819.62	Required by CBA
Holloway,Angela	1,819.62	Required by CBA
Blank,Stefanie D.	1,819.62	Required by CBA
Crooks,Kristina	1,801.56	Required by CBA
Smith,Michael Allen	1,770.45	Required by CBA
Boorman,Paige E.	1,770.45	Required by CBA
Karpoff,Joshua D.	1,743.42	Required by CBA
Williams,Dawn L.	1,743.42	Required by CBA
Johnson,Andrea E	1,721.28	Required by CBA
Arthur,Elizabeth G	1,721.28	Required by CBA
Mika,Jennifer C.	1,721.28	Required by CBA
Sousa,Christopher M.	1,721.28	Required by CBA
Tilghman,Michael A	1,672.11	Required by CBA
Finkhousen,Aaron J.	1,672.11	Required by CBA
O'Donnell,Evann Christine	1,672.11	Required by CBA
Davie III,John L.	1,672.11	Required by CBA
Coughlin,Charles J.	1,672.11	Required by CBA
Dorvil,Clivens	1,672.11	Required by CBA
Katz-Prober,Denise	1,672.11	Required by CBA
Coppock,Akua D	1,672.11	Required by CBA
Turner,Tonya Johnnyque	1,672.11	Required by CBA
Barnes,Rebecca P	1,672.11	Required by CBA
Rimm,Jennifer M.	1,672.11	Required by CBA
Nevitt,Alacoque H.	1,672.11	Required by CBA
McBee,Crystal K	1,622.94	Required by CBA
Sokol,Rebecca P	1,622.94	Required by CBA
Medley,Philip	1,622.94	Required by CBA
Spencer,Cara Jo	1,622.94	Required by CBA
Rich,Robert Joseph	1,622.94	Required by CBA
Rodriguez,Richard Victor	1,622.94	Required by CBA
Wood,Kirsten Kelly	1,622.94	Required by CBA
Amy Jr.,Brian W.	1,622.94	Required by CBA
Lindemann,Bonnie V.	1,622.94	Required by CBA
Stong,Renae N.	1,622.94	Required by CBA
Baquero-Stagg,Diana R.	1,573.77	Required by CBA
James,Matthew D	1,573.77	Required by CBA
Cobb,Monique S.	1,573.77	Required by CBA

Bryant,Benjamin E.	1,573.77	Required by CBA
Jones,Millicent Marie	1,573.77	Required by CBA
Kennedy,Scott P	1,545.61	Required by CBA
Ingram,Keith Anthony	1,524.60	Required by CBA
Wedderburn,Patrice A.	1,524.60	Required by CBA
Petrino,Emily A.	1,524.60	Required by CBA
Haggerty,Lauren Patrice	1,524.60	Required by CBA
Ulett,Tracy-Ann S.	1,475.43	Required by CBA
Wilcox,Katherine B.	1,475.43	Required by CBA
Clark,Erika R	1,475.43	Required by CBA
Blake,Kathryn	1,475.43	Required by CBA
Stark,David J.	1,475.43	Required by CBA
Sellers,ChoNayse R.	1,475.43	Required by CBA
Krupke,Jessica N.	1,475.43	Required by CBA
Lomax,Emma L	1,475.43	Required by CBA
Nordeen,Kasey G.	1,475.43	Required by CBA
Risher,Conrad Zachary	1,475.43	Required by CBA
Torabzadeh,Nina G.	1,475.43	Required by CBA
Micciolo,Jessica Marie	1,475.43	Required by CBA
Mathieu,Aurelie	1,475.43	Required by CBA
Wakefield,Airrelle G.	1,475.43	Required by CBA
Logaglio,Gabrielle Christiane	1,475.43	Required by CBA
Miranda,Leonor Elisa	1,475.43	Required by CBA
Marquez,Enrique	1,323.39	Required by CBA
Reznek,Daniel A	1,308.90	Required by CBA
Rezai,Jayhoun P.	1,282.01	Required by CBA
Renkiewicz,Paula	1,282.00	Required by CBA
Lui,John W.	1,240.62	Required by CBA
Hill,Nicole S	1,240.62	Required by CBA
Lynch,La Shawna D.	1,000.00	Incentive Award
Wickramasinghe,Sushani Anita	1,000.00	Incentive Award
Barnes,Bonita P	1,000.00	Incentive Award
McClellan,Natasha Sardalla	1,000.00	Incentive Award
Mafudi,Don Dhani	1,000.00	Incentive Award
Heath,Brendan R	855.51	Required by CBA
Marks,Lindsay S	855.51	Required by CBA
Rahnama-Moghaddam,Kiarash	855.51	Required by CBA
Morris,Joshua E	855.51	Required by CBA
Johnson,Andrea E	573.76	Required by CBA
Phillips,Graham E.	500.00	Writing Award

FY 21

No bonus

COLLECTIVE BARGAINING WORKING CONDITIONS AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1403,
AFL-CIO,**

AND

THE DISTRICT OF COLUMBIA,

AND

**THE OFFICE OF THE ATTORNEY GENERAL,
THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA**

EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	4
2	Labor/Management Relations	4
3	Administration of Leave	6
4	Alternative Work Schedule	7
5	Employee Assistance Program	9
6	Union Stewards/Official Time	9
7	Union Use of Employer Facilities and Services	14
8	Personnel Files	16
9	Job Descriptions	16
10	Late Arrival/Early Dismissal	17
11	Strikes and Lockouts	17
12	Contracting Out/Privatization	18
13	Union Rights and Security	18
14	Term Employees	20
15	Discrimination	21
16	Safety & Health	23
17	Informational Reports on Employees	25
18	Fitness for Duty	25
19	Requests for Information	25
20	Employee Use of Information Technology	25
21	Training	27

21	Training	27
22	Employee Rights	27
23	Sabbatical/Extended Leave	29
24	Reassignments, Promotions, Details	30
25	Timely Receipt of Correct Pay and Expense Reimbursements	31
26	General Provisions	32
27	Computation of Time	33
28	Grievance and Arbitration Procedures	33
29	Discipline and Discharge	37
30	Savings Clause	39
31	Incorporation of Compensation Agreement Terms	39
32	Duration and Finality	40

**ARTICLE 1
RECOGNITION**

Section 1 – Recognition:

A. The American Federation of Government Employees, (AFGE) Local 1403 (Union) is recognized as the sole and exclusive collective bargaining representative of employees in the bargaining unit as defined in Section 2 of this Article.

B. As the sole and exclusive representative, the Union is entitled to act for and to negotiate collective bargaining agreements (CBA) on behalf of all employees in the bargaining unit. The Union shall represent the interests of all employees in the bargaining unit without discrimination as to membership.

C. The Employer shall give the Union an opportunity to be present at any formal meeting between the Employer and one or more employee(s) in the bargaining unit concerning any grievance or general condition of employment of the employee(s) in the bargaining unit. A "formal meeting" refers to any meeting between an employee and any individual in his or her supervisory chain of control that includes at least one (1) other management official or supervisor and at least one (1) Union representative.

Section 2 – Coverage:

A. All Series 905 attorneys employed by the Office of the Attorney General for the District of Columbia ("OAG"), and all attorneys employed by an agency of the District of Columbia Government which is subordinate to the Mayor ("Agency Counsel Office" collectively with OAG referred to herein as "Employer"), except employees excluded under D.C. Official Code § 1-617.09(b). PERB Case No. 01-RC-03; Certification No. 121; PERB Case No. 01014-RC-0301, Certification No. 121, 133 (April 19, 2005).

B. AFGE Local 1403 is recognized as the sole and exclusive bargaining representative for the bargaining units set forth in PERB Certification No. 121 and PERB Certification No. 133.

**ARTICLE 2
LABOR-MANAGEMENT RELATIONS**

Section 1-A - Composition and Function of the OAG Labor-Management Committee:

A. The Union and the OAG shall continue the existing OAG Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and OAG representatives.

B. The purpose of the OAG LMC, which shall meet monthly unless canceled in advance by the chairs, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Employer within the framework of this Agreement.

C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 1-B - Composition and Function of the MOLC Labor-Management Committee:

- A. The Union and the Mayor's Office of Legal Counsel (MOLC) shall establish a Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and MOLC representatives.
- B. The purpose of the MOLC LMC, which shall meet quarterly, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Mayor within the framework of this Agreement.
- C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 2 – Subcommittees:

The parties may mutually agree to establish subcommittees of the LMCs to study problems and conditions.

Section 3 – Union's Right to Request Impact and Effects Bargaining:

Nothing herein shall be construed to limit the Union's right to request impact and effects bargaining over any proposed organizational changes.

Section 5 - Labor-Management Meetings:

- A. In mutual recognition of the parties' joint desire to discuss and resolve matters of concern at the lowest possible level, the Union steward and first-level supervisor, should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit, and if appropriate, the steward may meet with supervisors of a higher level. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.
- B. Appropriate representatives from the Union and Employer shall meet at either party's request to discuss problems concerning the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion one (1) day before the meeting,

unless otherwise agreed. The parties further agree that items not on the agenda may be raised for discussion, if agreed to by the parties at the meeting.

Section 6 - Organizational Changes:

A. The parties agree that changes to the functions and structure (except changes involving a particular individual as to personnel/supervisory appointments or transfers or space relocations) of the Employer, are a proper matter for consideration by the Labor-Management Committee or relevant subcommittee. The Employer may, in its discretion, solicit the views of the Union on any proposed organizational change at any time, but agrees that it shall provide to the Union President a copy of the final draft of organizational changes that will impact Bargaining Unit Employees. The Union President or his/her designee may request a meeting concerning the proposed changes and the Attorney General and/or the Mayor, as appropriate, or their designees, shall honor any such request. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If any changes to the plan are made thereafter, the Union shall be provided a copy of such changes.

Section 7 – Risk Assessment:

B. The Union may make recommendations to the Attorney General and/or the Mayor, as appropriate, concerning risk management issues for District legal service employees. The Attorney General and/or the Mayor, as appropriate, or their designees will respond to risk management recommendations within a reasonable period of time after receipt, but in no event later than six months following the transmittal of a written recommendation from the LMC to the Attorney General and/or the Mayor, as appropriate.

**ARTICLE 3
ADMINISTRATION OF LEAVE**

Except as otherwise provided in this Agreement or the corresponding Compensation Agreement, the parties shall adhere to all applicable law and District government rules and regulations in the administration of leave. Annual leave must be requested reasonably in advance except in an emergency (unanticipated event). Employer's decision to grant or deny annual leave shall be made within 72 hours of the request, excluding Saturdays, Sundays, holidays, and any other day that the District government is closed and will be based solely on mission (including coverage) requirements. Except in emergency situations, the Employer shall not consider the reason for the annual leave request in making the leave determination. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee will be able to take the requested leave. Requests for annual leave shall be approved when possible.

**ARTICLE 4
ALTERNATIVE WORK SCHEDULES**

Section 1 – Definitions:

A. Except as provided in this Article, the professional workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

B. Professional Workweek:

Attorneys work a professional work week on a salaried basis consisting of a minimum of forty (40) hours. The normal workweek for full-time attorneys shall consist of five (5) consecutive days, at least eight (8) hours of work, Monday through Friday. Management may vary the workweek of attorneys in order to meet work load requirements or emergency situations and must provide the employees with at least a two (2) day advance notice, if possible. Attorneys are exempt from the overtime restrictions under the Fair Labor Standards Act. However, in the event an employee is asked to work more than 8 hours per day or 40 hours per week, management will attempt to give as much notice as possible and reasonably consider any request for compensatory time covered elsewhere in this agreement.

Section 2 Fair Labor Standards Act:

Attorneys are excluded from the overtime provisions of the Fair Labor Standards Act (FLSA) and no overtime pay or compensatory time is authorized for work performed unless authorized elsewhere in this Agreement.

Section 3 Flexible/Alternative Work Schedules:

Employer shall maintain, to the extent already in effect, or establish at least the following three Alternative Work Schedules (AWS) for covered employees: (1) a Flexible Work Schedule, (2) a Compressed Work Schedule, and (3) a Flexiplace/Telecommuting Schedule, including Ad Hoc Telecommuting. AWS may be combined, except that a Compressed Work Schedule may only be combined with Ad Hoc Telecommuting. The existing AWS policies of all agencies are hereby incorporated by reference into this Agreement provided that they include the three AWS described in this Section. In the event that any agency does not currently have an AWS policy that includes the three AWS described in this Section, the OAG Office Order # 2015-03 shall apply until such time as the agency establishes its policy. The normal work hours shall be adjusted, consistent with a supervisor's discretion set forth in the applicable Office Order or other governing policy, rule, regulation or law to allow for AWS schedules, with appropriate adjustments in affected leave. In deciding whether to grant an employee's request to use an alternative work schedule, the employee's supervisor shall consider, but is not limited to the following factors:

- A. The demands of the requesting individual's work;
- B. The need to maintain adequate staffing to handle unanticipated matters or cover

matters that are handled by the Office, Unit, Section, or Division, even if that assignment is not assigned to the requesting employee;

- (1) The needs of the work unit, including the need to ensure sufficient staffing levels during core hours and availability of office staff or government officials;
- (2) Whether granting an AWS request results in the denial of annual or sick leave to other members of the Office, Unit, Section, or Division;
- (3) The past performance of the requesting individual;
- (4) Equitable sharing of Office functions;
 - a. Whether work assignments can be performed effectively and efficiently by an employee on the type of AWS being requested;
 - b. Whether the requested AWS places an undue burden on others covered by this Office Order within a particular Unit, Section, or Division; and
 - c. Any other factor that may affect the quality or quantity of work accomplished by the Office, Unit, Section or Division.

Such schedules maybe appropriate where:

1. It is cost effective;
2. It increases employee morale and productivity; or
3. It better serves the needs of the public.

The Union shall be given advance notice when flexible/alternative work schedules are proposed and shall be given the opportunity to consult. A flexible/alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.

Section 4 Flexiplace/Telecommuting:

Supervisors may permit employees to use flexiplace/telecommuting plans. Employees participating in flexiplace/telecommuting plans must be accessible and available during their entire tour of duty and for recall to physically appear in the office. Employees should make every effort to report as soon as possible, generally within 2 hours. Employees are solely responsible for completing assigned work after appropriate management review and shall comply with management's requirements with regard to advance review of drafts prior to a final deadline.

Section 5 Supervisor's Authority:

An attorney's request for AWS shall not be unreasonably denied. An immediate supervisor must provide written justification for the denial of an AWS request. An attorney may seek review of the denial of an alternative work schedule to the manager of his/her immediate supervisor. OAG employees may appeal a manager's denial of his/her AWS request to the Attorney General. Agency employees may appeal a manager's denial of his/her AWS request to the Director of the MOLC. A supervisor may require AWS participants to provide additional information about conformance with their approved tours, such as the use of sign-in sheets, or other time accountability systems or methods.

Section 6 Impact and Effect Bargaining:

The Attorney General shall not change its existing AWS Office Order # 2015-03 without advance notice to the union and an opportunity to engage in impact and effects bargaining. Agencies shall not implement an alternate work schedule policy without advance notice to the union, an opportunity to engage in impact and effects bargaining and an opportunity to make substantive suggestions to any AWS policy before the policy's effective date.

**ARTICLE 5
EMPLOYEE ASSISTANCE PROGRAM**

Section 1 – General:

The parties recognize that alcoholism, drug abuse, and emotional and mental illness are health problems that may affect job performance. To this end, the Employer will, at least annually, make employees aware of the District's Employee Assistance Program (DPM Chapter 20B, Section 2050, EAP) and available services provided under it. The provisions of the DPM govern except as provided below.

Section 2 - Use of Sick Leave:

Employees undergoing a prescribed program of treatment for alcoholism, drug abuse, emotional illness, or mental illness will be allowed to use available sick leave for this purpose on the same basis as any other illness with appropriate documentation of attendance.

**ARTICLE 6
UNION STEWARDS/OFFICAL TIME**

Section 1 - Number of Stewards:

A. The Union may designate, other than the Chief Steward, no more than five (5) stewards, or one (1) steward for every fifty (50) bargaining unit employees, whichever is greater.

B. The Union will endeavor, whenever possible, to limit the number of Union Representatives working in the same division, to a number that will not cause a significant work disruption in that work unit.

Section 2 - Designation of Representatives:

A. Union Officers, Stewards and Other Representatives

1. Union Officers and Stewards: The Union agrees to provide the Employer and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written list of its officers and stewards within two (2) workdays after the date this Agreement is executed and within five (5) working days after each general election.
2. Other Representatives: The Union will also notify the Employer and OLRCB, in writing, of other Union representatives who may request official time, along with a description of their individual Union assignments.

B. Changes in the list will be submitted to the Employer's designated official(s) at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If a Union official is not on the list of designated representatives and is needed prior to the two (2) days notice, the Union President shall notify the Employer's designated official(s) by phone and/or e-mail before the official will be recognized. The Employer shall recognize any Union official designated pursuant to this section.

C. The Employer will not recognize any Union official or representative who is not listed as required or for whom notification was not provided in accordance with this section.

D. Except where explicitly provided, this Agreement shall not be interpreted in any manner that interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

E. The Union will be notified prior to any change in tours of duty of duly appointed Stewards. The Union shall also be notified prior to the organization of tours of duty that would affect the members of the unit.

F. Employer recognizes that the Union may designate employee members, selected or appointed to a Union office or delegated to a Union function and agrees that, upon request, the employee may be granted annual leave or leave without pay for the period of time required to be away from his/her job. Such requests will be submitted as far in advance as possible, but not less than one (1) working day prior to the day the leave is to begin in the event the leave request is eight (8) hours or less, or five (5) working days in advance, in the event the leave request exceeds eight (8) hours. The Union shall be notified of a disapproval of leave in writing together with the Employer's justification. Leave contemplated under this article shall not be denied except for good cause.

Section 3 - Performance Appraisals:

A. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her participation in Union activities and/or use of official time to conduct labor-management business authorized by this Agreement. However, performance problems unrelated to participation in Union activities and/or the use of official time may be addressed in accordance with other relevant provisions of this Agreement.

B. At the beginning of the rating year or when the Union representative is initially appointed, workload and performance expectations will be established that consider the actual use of official time and the impact on performance of the duties of the employee's position. Additionally, the designated supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs.

Section 4 - Official Time for Representational Activity:

A. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions in accordance with the provisions of this Article as follows. The Union President will be assigned a caseload equal to no greater than 50% of the average caseload of an attorney with his or her grade level and experience in the Division which employs the Union President. The Union Vice President # 1 will be assigned a caseload equal to no greater than 80% of the average caseload of an attorney with his/her grade level and experience in the Division which employs the Union Vice President #1. The Union Vice President # 2 will be assigned a caseload equal to no greater than 85% of the average caseload of an attorney with his/her grade level and experience in the office which employs the Union Vice President #2. The Union represents that Union Vice President # 1 will primarily represent OAG employees and Union Vice President # 2 will primarily represent employees in subordinate agencies. No other Union members or officer will be assigned a reduced caseload. However, other Union members or officers shall be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions as needed, including necessary travel time. Employer will not be required to grant or approve official time for any Union shop steward, officer or other representative who has not complied with the Employer notification requirements of Section 2 of this Article.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employees on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Examples of activities for which reasonable amounts of official time will be authorized include:

- (1) collective bargaining negotiations;
- (2) discussions with Employer representatives concerning personnel policies, practices, and matters affecting working conditions;
- (3) any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under this Agreement;

- (4) grievance meetings and arbitration hearings;
- (5) a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
- (6) any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representative of the employee;
- (7) any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
- (8) attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;
- (9) informal consultation meetings between the Employer and the Union;
- (10) conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;
- (11) attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;
- (12) attendance at labor-management committee meetings or other joint labor-management cooperative efforts;
- (13) attendance at Employer recognized or sponsored activities to which the Union has been invited;
- (14) attendance at public hearings of the District of Columbia City Council or other legislative/administrative bodies of the District or federal government relating to matters that affect either the Employer or labor relations/labor matters in the District of Columbia that impact or may impact the Union;
- (15) necessary travel to any of the activities listed above;
- (16) training related to the representational functions of Union officials and stewards which the parties agree is to their mutual benefit and for which management is given notice and provided with an agenda and course description; and
- (17) new employee orientation meetings.

C. Official time shall not include time spent on internal Union business, including, but not limited to:

- (1) Attending Local, Regional, or National Union meetings;
- (2) Soliciting members;
- (3) Collecting dues;

- (4) Posting notices of Union meetings; administering elections;
- (5) Preparing and distributing internal Union newsletters or other such internal documents; and,
- (6) Internal Union strategy sessions, except for representational functions.

Section 5 - Requesting Official Time:

- A. All use of official time by any Union officer, official, steward or other representative must be recorded on the Employer-approved Official Time Report Form and submitted on a monthly basis to Employer's designee.
- B. Official time for Union representatives should be requested on the approved "Official Time Report" form. The Union representative will request authorization for official time from his or her supervisor in advance and as is consistent with workload requirements except when circumstances do not allow for advance approval (e.g., unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews; or circumstances where the employee might be subject to discipline). Failure to properly request and obtain approval of official time may result in disciplinary action depending on the circumstances.
- C. All advance requests for official time are understood to be estimates.
- D. If a request for official time is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing to the individual who was so denied, if the individual involved makes such a request.
- E. Employee Union representatives, except the Union President, in light of his 50% reduced caseload, Vice President #1, in light of his or her 20% reduced caseload, and Vice President #2, in light of his or her 15% reduced caseload, will complete the "Official Time Report" form (attached to this Agreement as Exhibit "A") provided by the Employer to accurately depict the actual official time used in a timely manner each pay period.
- F. Management shall not prevent Union representatives from representing employees at reasonable times consistent with the provisions of this Agreement. The Union and employees recognize that workload and scheduling considerations will not always allow for the immediate release of employees from their assignments. However, the Employer agrees that such permission for release shall not be unreasonably delayed or denied. Workload needs will be balanced with official time needs prior to approval based on the following standard: official time requests shall be granted unless they hinder the accomplishment of essential workload requirements that cannot otherwise be accommodated.
- G. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary, by either the Union or the Employer, as the case may be, at relevant proceedings (including hearings, meetings, arbitrations, oral replies, or other labor-management business) will receive necessary official/duty time to participate in and travel to and from the proceedings.

Section 6:

A. The parties agree that Union officials and stewards are entitled to take a reasonable amount of official time and the officials and stewards requesting/using official time shall be treated with civility and shall not be discriminated against because they participate in Union activities and/or take official time. Likewise, Union officials and stewards shall treat supervisors with civility in regard to their supervisors need to have information about the amount and type of official time being requested so that the supervisor can effectively manage their personnel and allotted workload. The parties agree that there is a need for flexibility to enable managers to effectuate the mission of the government and, at the same time, to enable Union officials and stewards of the bargaining unit to take care of Union business expeditiously.

B. In cases of alleged abuse of official time by the Union, or alleged improper restriction of official time or discrimination by the Employer, the parties shall endeavor to resolve the matter at the lowest possible level. If efforts to resolve the matter between the first line supervisor and the Union official or representative fail, then the party alleging the abuse or improper restriction shall bring the matter to the attention of the appropriate management and Union representatives. If the matter is not resolved then either party may seek assistance from the D.C. Office of Labor Relations and Collective Bargaining.

Section 7:

The parties shall conduct separate training concerning use of official time for members and managers and supervisors.

**ARTICLE 7
UNION USE OF EMPLOYER FACILITIES AND SERVICES**

Section 1:

Upon request, the Union may have access to meeting space by following established Employer procedures. Except as provided elsewhere in this Agreement, the Union shall attempt to hold meetings during the non-work time of employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 2:

Employer manpower, office space, and supplies, except as otherwise provided in this Agreement, shall not be used in support of internal Union business.

Section 3:

The Employer may provide appropriate office space with a locking door for the Union. Assigned Union office space will remain in use unless or until the Employer needs the use of the assigned space. In this event, management will notify the Union sixty (60) days in advance. Other approximately equivalent or mutually agreeable space will be made available at least

fifteen (15) business days prior to the time the Union is required to vacate the present office.

Section 4:

The Employer will make available to the Union at a minimum two (2) locking file cabinets, one (1) desk, and three (3) chairs.

Section 5:

The Union shall limit its posting of notices and bulletins to Union-designated bulletin boards, and each such posting shall be authorized and initialed by a Union officer or steward. A courtesy copy of all materials to be posted pursuant to this article will be provided to the Attorney General and/or Mayor, as appropriate, or their designees at the time of posting. Each bulletin board shall have the following notice posted in a prominent place:

This bulletin board is for the exclusive use of AFGE Local 1403 and its membership. Matters posted on the board are not intended to reflect the official views of the DC Government or the Employer unless issued by them.

Section 6:

The contents of the notices posted on the bulletin board shall be at the discretion of the Union, except that the Attorney General and/or Mayor, as appropriate, or their designees may request the removal of language or material that it believes is defamatory or discriminatory. With notice to the Union, Employer may remove language or material that is defamatory or discriminatory.

Section 7:

Union officers and representatives, and other unit members who serve in any capacity on behalf of the Union, may use their regular workstations including telephones, computers, and e-mails to communicate with bargaining unit employees in connection with their representational functions; provided however, such activity shall not interfere with the effective operation of the Government's business. Employer shall not monitor Union telephone or email activity or content related to representational functions. All communication regarding terms and conditions of employment shall be in accordance with the Code of Conduct applicable to District Government employees as defined in the Government Ethics Act (D.C. Law 19-124, D.C. Official Code § 1-1161.01 *et seq.*). Communications, including broadcast emails, will not contain statements that reflect on or attack the integrity or motives of individuals, the Office of the Attorney General, the Mayor, or other agencies of the District Government. Communications will clearly identify the Union official responsible for its content.

**ARTICLE 8
PERSONNEL FILES**

Section 1 - Official Files – Definition and Right to Examine:

Employees and/or their authorized representatives shall be permitted to examine all contents of the employee's personnel files, including without limitation the Official Personnel File ("OPF"), whether maintained by the Employer, DCHR or elsewhere, upon request.

Section 2 - Right to Respond:

Each Employee shall have the right to answer any material filed in his/her personnel files and his/her answer shall be attached to the material to which it relates. Unless prohibited by law or regulation, in the case of complaints made orally that are reduced to writing and placed in an personnel file, Employees shall be informed of the person making the complaint; the substance of the complaint, and the date the complaint was made and may respond as provided for in this section.

Section 3 - Right to Copy:

An employee and/or their authorized representatives will be permitted to copy any material in all personnel files, including without limitation the OPF, for that employee maintained by the Employer.

Section 4 - Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine all of the employee's personnel files, including without limitation the OPF, and obtain copies of the material free of charge.

Section 5 – Employee to Receive Copies:

As consistent with applicable law, the employee shall receive a copy of all material placed in his/her OPF and all personnel related materials, including electronic data, upon request.

**ARTICLE 9
JOB DESCRIPTIONS**

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description. When there is a material change in job duties, the employee shall be given advance notice of the change.

**ARTICLE 10
LATE ARRIVAL/EARLY DISMISSAL**

Section 1 -- Late Arrival:

Employees shall be permitted to arrive late at work without charge to leave during inclement weather or during other extraordinary circumstances where the District government has authorized a late arrival for all non-essential employees, consistent with the authorization. All employees shall be considered non-essential for purposes of this Article unless they have been previously notified of their essential status.

Section 2 -- Early Dismissal:

A. Whenever the Attorney General, the Mayor, designated agency head, or an authorized official authorizes the early dismissal of District government employees, all employees (except those who have been designated in advance as essential employees consistent with the applicable laws and regulations and those who have been notified by their supervisor that because of specific pressing work requirements that they may not leave work early) shall be permitted to leave their duty stations consistent with the early dismissal authorization. The Attorney General and/or Mayor (or their designees) shall make every reasonable effort to ensure that employees are notified timely of the early dismissal or other leave policy during extraordinary circumstances. In addition, managers and supervisors shall make every reasonable attempt to ensure that employees who they manage or supervise are notified of the early dismissal authorization.

B. Notice shall be provided to employees whose work assignments do not permit them to leave work early regardless of the general early release authorization.

Section 3 -- Employees on leave during the late arrival/early dismissal period:

An employee who previously requested and was granted leave during the authorized late arrival and/or early dismissal hours shall not be charged leave for the period requested that coincides with the authorized late arrival and/or early dismissal hours.

**ARTICLE 11
STRIKES AND LOCKOUTS**

In accordance with applicable law, it shall be unlawful for any District Government employee or the Union to authorize, ratify or participate in a strike against the District. The term strike as used herein means any unauthorized concerted work stoppage or slowdown. No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

**ARTICLE 12
CONTRACTING OUT/PRIVATIZATION**

Employer recognizes the Union's desire to retain all work regularly performed for the Employer, and the Union recognizes the Employer's need to maintain an efficient workplace; therefore, Employer will use its best efforts to continue to use bargaining unit employees and not subcontract work that has been traditionally and regularly performed by its employees. Decisions regarding contracting out are areas of discretion of the Employer. The impact and implementation of contracting out upon bargaining unit employees is a mandatory subject of bargaining. The Employer must notify the Union at least thirty (30) days in advance of any contracting out actions. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Employer shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees. The Employer shall minimize displacement actions by reassigning or retraining affected employees in order to retain bargaining unit employees consistent with available budget and applicable laws and regulations.

**ARTICLE 13
UNION RIGHTS AND SECURITY**

Section 1 – Exclusive Agent:

The Union shall be the exclusive collective bargaining representative of bargaining unit employees.

Section 2 – Access to Employees:

Representatives of the Union shall have access to individual employees, either new or rehired, in its bargaining unit to explain Union membership, services and programs. Such access shall be voluntary for new and rehired employees and shall occur during the formal orientation session. The Union shall have the opportunity to provide a fifteen (15) minute presentation as a part of the orientation programs for the Employer.

Section 3 – Dues Check Off:

Pursuant to D.C. Official Code § 1-617.07 (2012 Rcpl.), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under *Chicago Teachers Union Local No. 1 v. Hudson*, 475 U.S. 292 (1986) and related cases. The employee must complete and sign an authorized dues deduction form to authorize the withholding. Employer will promptly process dues deduction forms.

Section 4 – Annual Notification of Annual Dues Amount:

The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining (OLRCB) annually in writing by the appropriate official of the Union. The employee's authorization shall be forwarded to the OLRCB. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes shall be made at the earliest opportunity after notification is received but in no case will changes be made retroactively, unless the Employer fails to deduct dues due to the Employer's action or inaction. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

Section 5 – Service Fees:

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues to pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such service fee deductions shall be allowed when the Union presents evidence that at least fifty-one percent (51%) of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

Union dues and/or service fees shall be transmitted to the Union, minus a fee of \$.15 per deduction (dues or service fee) per pay period, payable to the OLRCB or the Office of the Attorney General, as the case may be, for the administrative expenses associated with the collection of said dues pursuant to executed dues check off authorizations.

Section 7 – Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section 8:

Payment of dues or service fees shall not be a condition of employment.

Section 9:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees to pay reasonable costs incurred by the Union in representing such employee in grievances, adverse actions or appeal proceedings within the provisions of the CMPA, provided the Union gives advance notice of said costs to the employee.

Section 10:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

**ARTICLE 14
TERM EMPLOYEES**

Section 1:

A. Term employees in the bargaining unit shall be given not less than two (2) pay periods notice of the termination of their appointment.

B. Term bargaining unit employees shall be fully informed in their offer letter prior to their entrance on duty that the offer of employment is a term position. Term employees shall be provided a copy of their official position description.

C. To the extent not inconsistent with District or Federal law and regulations, the Employer shall use its best efforts, to convert term bargaining unit employees ("NTE employees") to permanent ("FTE") status by the end of each fiscal year if (1) the employee is in a pay status on September 30, 2017, and at the start of each successive fiscal year; (2) Council appropriates sufficient funding that may be utilized for the conversion of attorney term employment into permanent employment; (3) the employee performs services for which the Employer has a continuous need; and (4) the employee has both served for at least one year and performed at a meets expectations level, or the equivalent, for the most recent evaluation rating period. If a term employee is separated by management for any reason, other than project termination or budgetary reasons, and management previously extended the employee's term for 13 months, so that the employee is separated at the end of his or her second term, the employee shall have an opportunity to challenge his or her separation to the same extent as permanent unit employees.

D. By December 1st of each year, Employer must provide the Union with the names of all unit term employees, the reason why their positions are term positions, and the names of all unit employees who have been converted to FTE status.

Section 2 – Priority Conversion of NTE Employees to FTE Status:

When management determines to fill a FTE vacancy in a legal services section, the most senior qualified NTE employee with substantially similar, or greater, experience to the vacant position in that section, providing that the employee has a satisfactory performance appraisal and more than 24 months continuous employment, must be offered the FTE position.

ARTICLE 15 DISCRIMINATION

Section 1 – General Provisions:

A. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code 2-1401 et seq. (2012 Repl.), the Employer shall not discriminate against any Employee because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, disability, gender identity or expression or genetic information.

B. Employer and the Union agree to cooperate to provide equal opportunity for employment and promotion to all qualified persons, to cooperate in ending discrimination, and to promote the full realization of equal employment opportunity through a positive and continuing effort. To this end, EEO concerns may be filed with OAG's or the Mayor's EEO Director, as applicable and in accordance with OAG's Equal Employment Opportunity Office Order currently in effect, as amended, or any substantively similar Mayoral policy or directive, respectively and as the case may be. . At the request of either the Union or Employer, the appropriate EEO Director shall consider any employment practice or policy that allegedly has an adverse impact on members of any protected group.

Section 2 - Equal Employment Practices:

The Employer shall continue implementation of any applicable Equal Employment Opportunity Policy and any applicable Affirmative Action Plan in accordance with existing law on affirmative action. The respective Affirmative Action Plans will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. The Union may provide nonbinding input on the development of the Affirmative Action Plans through OAG's or the Mayor's EEO Director, as applicable. The Employer shall provide the Union a copy of the Affirmative Action Plans, when developed by the Employer.

Section 3 – Sexual Harassment:

A. All Employees must be allowed to work in an environment free from sexual harassment. Therefore, the Union and Employer agree to identify and work to eliminate such occurrences in accordance with any applicable District sexual harassment policy as amended or any subsequent policy developed.

B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 4 – Union Activity:

The Employer shall not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee has the right, freely and without fear of penalty or reprisal:

- A. To form, join and assist in labor organization or to refrain from this activity;
- B. To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under the law, rules and regulations through a duly designated representative; and
- C. To be protected in the exercise of these rights.

Section 5 – Discrimination Charges and Election:

A. An employee may raise a complaint of discrimination under applicable law (to the Mayor's or OAG's EEO Director through the administrative complaint process, the Office of Human Rights, the Equal Employment Opportunity Commission, local or federal courts). In consideration for the benefits of arbitration, each employee must sign the attached waiver acknowledging voluntary waiver of his/her federal statutory rights, including his/her rights under Title VII as a condition precedent to submission of his/her discrimination complaint to the grievance process. If an employee elects not to voluntarily waive his/her rights, the employee cannot submit his/her discrimination claim through the grievance process. Grievances must be filed within thirty (30) days of the date that the employee knew or should have known of the conduct being grieved. An employee shall be deemed to have exercised this option when the matter that gives rise to the allegation of discrimination is made the subject of a timely filed grievance or an informal EEO complaint, whichever event (filing) occurs first.

B. The Union and Employer shall agree on a panel of arbitrators who shall have at least five years of experience in employment discrimination law to hear such grievances at the arbitration level of review.

C. A party may appeal an arbitrator's award to the Public Employee Relations Board (PERB). If PERB fails to either exercise jurisdiction or fails to take any step to move the matter forward within 180 days, the complainant shall remove and file the matter with D.C. Office of Human Rights for *de novo* review.

D. A complainant has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process, except where there is a conflict of interest or position. No party (including the Employee or the Union) is entitled to attorney fees or costs at any level of review for any grievance filed under this Article.

E. The Employer shall notify the Union of all remedial or corrective actions that impact on bargaining unit employees to be taken as the result of informal or formal resolution of EEO complaints.

FORM TO BE COMPLETED BY EMPLOYEES WHO DECIDE TO FILE A GRIEVANCE
OVER A DISCRIMINATION CHARGE

I, _____, acknowledge that I have decided to submit my
employment discrimination charge through the grievance procedure. In consideration of
arbitration, I will forego and waive my rights to file a separate claim under the discrimination
statutes, including Title VII, in accordance with applicable law governing such elections. *See*
Alexander v. Denver-Gardner, 415 U.S. 36 (1974).

Dated:

EMPLOYEE'S NAME

ARTICLE 16
SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The Employer shall provide and maintain safe working conditions for all
employees. It is understood that the District may exceed standards established by regulations
consistent with the objectives set by law. The Union will cooperate in these efforts by
encouraging its members to work in a safe manner and to obey established safety practices and
regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational
Safety and Health Plan in accordance with the Comprehensive Merit Personnel Act (D.C.
Official Code section 1-620.01 et seq., as amended (2012 Repl.)).

Section 2 - Corrective Actions:

A. If an employee observes a condition that he or she reasonably believes to be unsafe, the employee shall report the condition to the immediate supervisor and the OAG Risk Manager Specialist or the Risk Manager for the District agency, as applicable.

B. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee and contact the appropriate Risk Manager Specialist, as necessary. If the supervisor does not agree that the condition constitutes an immediate hazard to the health and safety of the employee, the employee may immediately refer the matter to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his/her Union representative to make a determination of final actions to be taken, if any.

C. Employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section 3 - First Aid Kits and Defibrillators:

A. Employer shall make first-aid kits reasonably available for the use of all employees in case of on the job injuries.

B. The need for additional first-aid kits is an appropriate issue for the Risk Assessment and Control Committee recommendation. Recommendations of the Risk Assessment and Control Committee will be referred to the Attorney General and/or the Mayor, or their designees.

C. Employer shall provide accessible defibrillators meeting the applicable standard of care where employees in the District legal service occupy office space.

D. Employees who have been identified by the Risk Management Specialist as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government risk standards shall receive appropriate health screening. In the absence of District Government risk standards, the OAG Risk Manager or the Risk Manager for the District agency, as applicable, will refer to standards established by other appropriate authorities such as OSHA, NIOSH or the EPA.

Section 4 – Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in a building. The Employer shall make this determination as expeditiously as possible. In lieu of dismissal, the Employer may authorize employees affected

by excessive temperature conditions to telecommute until the condition abates. Administrative leave shall be granted if authorized by the Mayor, the Attorney General, or their designees.

Section 5 – Maintenance of Health Records:

Medical records of employees shall be maintained in accordance with the applicable provisions of law. Medical records shall not be disclosed to anyone except in compliance with applicable laws, rules and regulations relating to the disclosure of information. Copies of rules relating to medical records and information shall be made available to the Union.

**ARTICLE 17
INFORMATIONAL REPORTS ON EMPLOYEES**

Upon request, and at least annually by December 31st of each year, Employer shall provide the Union a list of bargaining unit members that includes the name, grade, step, title, hire date, organizational unit, assignment, location, contact information (including work address, telephone number and fax number) and bargaining unit status of each bargaining unit employee. The Employer shall maintain the Union on the regular distribution list for the New Hires and Resignations Report, which shall be updated at least quarterly. The Employer shall include the Union status on the New Hires and Resignations Report provided to the Union.

**ARTICLE 18
FITNESS FOR DUTY**

The Employer agrees to comply with applicable District law and controlling regulations concerning fitness for duty.

**ARTICLE 19
REQUESTS FOR INFORMATION**

Consistent with law and upon request of the Union, the Employer shall provide relevant information that the Union needs to perform its duties in grievance processing and collective bargaining negotiations.

**ARTICLE 20
EMPLOYEE USE OF INFORMATION TECHNOLOGY**

Section 1 – New Technology:

Whenever the Employer proposes to acquire or implement equipment or technological changes that may adversely impact employees in the bargaining unit, the Employer shall notify the Union and, when requested, bargain over any adverse effect. Appropriate training for affected employees that will enable

them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide training for affected employees to acquire and maintain the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours. The Employer shall bear the expense of the training. The Employer shall provide training for employees who had previously not been required to use existing technology but who are then required to do so.

Section 2 – Electronic Mail Use:

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications that serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's Email User Policy. The parties agree that employees are allowed to use email on a limited basis for personal purposes, but such use should be limited to non-work time and should not interfere with the performance of the employee's duties, nor used to conduct outside employment or for discriminatory or harassing purposes or exchange of pornographic, discriminatory or harassing material.

Section 3 – Internet Access and Use:

The parties agree that Internet access through the Employer is considered D.C. Government property and must be used for the program needs of the OAG and the District of Columbia. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees are allowed to use the Internet on a limited basis for personal purposes, but that such use should not interfere with the performance of the employee's duties. Employees are expressly prohibited from visiting websites to conduct outside employment or that contain discriminatory, pornographic, bandwidth-consuming, or harassing material.

Section 4 – Telephone Use:

The Employer and Union agree that D.C. Government telephones must be used primarily in support of D.C. Government programs. The parties acknowledge that employees are permitted to use telephones on an occasional and selective basis for personal purposes. Such use is a privilege and not a right and may not be abused for the conduct of outside employment during the scheduled tour of duty of the employee or for discriminatory, pornographic, or harassing purposes.

Section 5 – Privacy:

Except as provided generally under current, written, and published D.C. Government policies, the Office of the Attorney General shall not monitor employee email, telephone, or internet use, unless it has good cause to believe that an employee has violated this Article or any applicable law or regulation. The Employer will share with the Union notices of any changes or modifications to said policies that it receives.

ARTICLE 21 TRAINING

Section 1 - New Employee Orientation:

Employer will provide each new employee with an orientation and will notify the Union, in advance, of any such orientation. The orientation shall include a fifteen (15) minute presentation by the Union regarding Union membership.

Section 2 - Continued Training Opportunities:

The Employer and Union mutually agree that the legal services provided by attorneys employed by OAG and other District agencies that employ District legal service attorneys will be enhanced by the opportunity for attorneys to engage in continuing legal education that is relevant to their work. The Employer shall encourage and assist Employees in obtaining career-related training and education both inside and outside the OAG and other District agencies that employ District legal service attorneys by collecting and posting current information available on training and educational opportunities. The Employer shall inform Employees of time or expense assistance the Employer may be able to provide. Continued training shall be provided and approved within budgetary constraints. The Employer will use its best efforts to provide a variety of appropriate continuing legal education opportunities, including ongoing access to online training opportunities and legal ethics training opportunities, throughout each year at no cost to employees to enable employees to meet their continuing legal education requirements under the Legal Service Act.

Section 3 - Requests for Continued Training:

The Employer may consider requests for continued training of Employees and may provide time or expense assistance to Employees. Continued training opportunities shall be afforded Employees on a fair and impartial basis to the maximum extent possible. Employees shall be promptly informed of a denial of a training request together with the reason for the denial. The parties agree that the program needs of the Employer are paramount in providing training to Bargaining Unit Employees.

ARTICLE 22 EMPLOYEE RIGHTS

Section 1 – Respect in the Workplace:

It is the intent of the Mayor, the Attorney General, and the Union that all employees both within the bargaining unit and outside shall be treated with fairness and dignity.

Section 2 - Employee Rights:

A. All Union employees have the right, and shall be protected in the free exercise of that right without fear of penalty or reprisal:

- (1) to organize a labor organization free from interference, restraint, or coercion;
- (2) to form, join, or assist any labor organization;
- (3) to bargain collectively through representatives of their own choosing; and
- (4) to refrain from any or all such activities under subsections (1), (2), and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Official Code § 1-617.11 (2012 Supp.) ("Employee Rights").

B. Employee Rights shall extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Mayor, the Attorney General, D.C. Council and Congress.

Section 3 - Employee Grievances:

An individual employee may present a grievance at any time to the Employer without the intervention of the Union; provided, however, that the Union is afforded at least forty-eight (48) hours advance notice by the Employer to be present and to offer its view when requested by an employee at any meeting held to resolve the grievance. Any employee or group of employees who present a personal grievance to the Employer may not do so under the name, or by representation, of the Union. Resolutions of grievance must be consistent with the terms of this Agreement.

Section 4 - Conflicts of Interest:

This Agreement does not authorize participation in the management of or acting as a representative of a labor organization by any employee if the participation or activity would result in a conflict of interest, a breach of legal ethics, or otherwise be incompatible with applicable law or with the official duties of the employee.

Section 5 - Campaigns or Drives - Solicitation of Employees in the Bargaining Unit:

A. Definition: For the purpose of this Article, solicitation of employees in the bargaining unit means OAG or District government approved solicitations which have been announced in generally published OAG or D.C. government directives.

B. Participation: Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against

any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer or solicit for contributions. Absent a volunteer, management will request the Union to assist in providing the needed volunteer. Consistent with District government ethics rules, regulations and law, no management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision except for occasional office functions.

ARTICLE 23 SABBATICAL/EXTENDED LEAVE

It is management policy to allow attorneys to apply for an extended time away from work for community service, education, travel or other outside interests in a non-pay status. To be eligible for a sabbatical, an attorney must have both: 1) been employed within the District legal service for seven years, and 2) received a performance evaluation of at least Successful, or an equivalent rating, in every category for the rating period which immediately precedes the application for sabbatical/extended leave. An attorney who receives a Needs Improvement or a Fails Expectation, or an equivalent rating, in any category is ineligible. At any time after completion of the attorney's seventh anniversary with the District legal service and each successive seven years after return from a sabbatical, the attorney may request up to one (1) year of leave as sabbatical. Attorneys who elect to take a sabbatical will return to a comparable position with the OAG or the District agency in which they worked prior to the sabbatical.

Section 1 – Process:

Application for sabbatical should be submitted to the attorney's immediate supervisor no later than 120 days before the proposed leave is to commence. The immediate supervisor shall review each application and send a recommendation to approve or disapprove the request to the Attorney General or agency director within 30 days of the submission of the request.

Section 2 – Supervisor's Authority:

Sabbaticals may be taken for any purpose. However, the reason for the request may be taken into consideration by the employee's supervisor in determining whether to approve the request. Final decision on request for sabbatical is in the sole discretion of the Mayor or Attorney General, as applicable, who, in his/her discretion, may set limits on the number of attorneys who shall be approved for a sabbatical in any one year. If an employee asks for the reason for the denial, a supervisor must provide a written justification for the denial. The denial of an application for sabbatical/extended leave is not grievable.

Section 3 – Potential Loss of Benefits and Insurance Premiums:

Attorneys understand that an extended leave of absence in a non-pay status may impact his or her retirement and other benefits with the District of Columbia. Attorneys also understand that they are required to pay their portion of any insurance premiums while in a non-pay status. Attorneys shall inform themselves of the District of Columbia rules and regulations applicable to

an extended leave of absence in a non -pay status before submitting the request for sabbatical. Under no circumstances is the management required to allow attorneys to use leave intermittently to avoid the loss of benefits while the attorney is on sabbatical.

ARTICLE 24 REASSIGNMENTS, PROMOTIONS, DETAILS

Section 1 – Promotions:

The criteria and selection process for line attorney promotions are contained in OAG Office Order number 2007-36, entitled Promotion Policy for Legal Service Attorneys in the Office of the Attorney General. The terms of this policy are incorporated by reference into this Agreement, except as otherwise provided herein.

Section 2 - Promotion Priority Process:

Notwithstanding any other provision in this Agreement or in promotion policies and office orders, an attorney who is rated qualified for a promotion and assigned a promotion ranking number but not promoted in the rating period for which he or she is first qualified shall be promoted in rank order before attorneys who are later qualified for promotion, unless the Employer can demonstrate that a substantial reason exists for deviating from this provision.

Section 3 - The Promotions Ranking Committee:

A. The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives (i) from each division in OAG or (ii) selected by the Mayor's Office of Legal Counsel for each subordinate agency. The PRC will rank all promotion candidates office-wide in accordance with procedures outlined in the Office Order establishing the PRC. The PRC shall be governed by the specific provisions set forth in applicable District of Columbia laws and regulations.

B. Management will provide a copy of the current list and it shall provide an updated copy as changes are made.

Section 4 – Grievance on Failure to Comply with Process:

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the Attorney General or agency head, as applicable. However, attorneys may grieve management's alleged failure to comply with the process outlined in Office Order number 2007-36, later orders or section 2 above.

Section 5 – Filling Vacancies:

A. Whenever an attorney vacancy exists within OAG or at a subordinate agency, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which shall post such vacancy notice on all Union bulletin boards. The Employer shall also post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of job openings will be provided to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to the appropriate Personnel Office.

Section 6 - Job Qualifications:

Management has the right to determine job qualifications. Where the Employer has considered the recommendations of the PRC and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates. The Employer may also reject all candidates on the list and may request a new list.

Section 7 - Additional Duties:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 25

TIMELY RECEIPT OF CORRECT PAY AND EXPENSE REIMBURSEMENTS

Section 1 - Tardy or Non-Receipt of Pay:

A. Employer shall use its best efforts to take all action necessary to correct tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors within its control.

B. Employer shall use its best efforts to take all action necessary to assist in correcting tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors when the specific error or needed correction is not within its control.

Section 2 - Pay Errors:

Employer shall expeditiously use its best efforts to take all action necessary to correct all other paycheck errors including those concerning benefits, sick leave, annual leave and various deductions. In any event, the Employer shall correct all pay errors no later than two (2) weeks following the identification of the error by the employee or the Employer. In the event that pay errors continue to exist more than two pay period after employee provides notice to the appropriate Employer representative and the delay results due to no fault of employee, employee shall receive four (4) hours of administrative leave.

Section 3 - Timely Receipt of Pay, Pay Increases, Bonuses and Reimbursements:

A. Employer agrees to use its best efforts to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer shall, among other things, use its best efforts to ensure that paperwork needed to implement such increases is completed within a reasonable time of the proposed effective date of the action and shall process the proposed action as expeditiously as possible, to avoid or minimize any delay in implementation.

A. The Employer must pay all pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases no later than two (2) pay periods following the effective date of the increase.

Section 4 - Timely Reimbursement of Expenses:

Employer shall use its best efforts to take all necessary action to ensure that reimbursement of pre-authorized expenses related to the employee's employment, including but not limited to travel and education expenses, is paid within thirty (30) days of submission of a proper request.

Section 5 - Audits:

In the event employee requests an audit of pay and benefit records because of errors made in their computation, Employer shall complete such audit and transmit the results to the requesting employee within ten (10) business days or shall provide the employee a reason why additional time is required and shall give a projected date of completion.

**ARTICLE 26
GENERAL PROVISIONS**

Section 1 - Work Rules:

Employees will be advised of verbal and written work rules that they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 – Identification Device:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters. Therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their clothing except when appearing in court or before any administrative tribunal or other government agency on behalf of the Employer.

Section 3 - Distribution of Agreement:

The Employer and the Union agree to electronically distribute the fully executed version of this contract to all management and covered employees upon execution of the contract by the parties.

Section 4 – Office Space:

Employer will consider the attorney client and other privileges in providing space. Office space will be identified by OAG, the Mayor, or their designees, and assigned by the Union. Employer determines space, division and section allocation, as well as what offices are available for bargaining unit employees. Employer will afford the Union the advance opportunity to consult over the design of new office space at each step of the design process. The parties acknowledge that this does not interfere with management's final authority to determine the final design.

**ARTICLE 27
COMPUTATION OF TIME**

All time frames referenced in this Agreement shall be interpreted as business days, unless otherwise specified.

**ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1 – Definitions:

A grievance under this section is an allegation that the other party has violated a provision of this Agreement. RIFs, furloughs, disciplinary actions and performance rating appeals are excluded from the definition of grievance under this section and such disciplinary actions and ratings are not subject to challenge, review or arbitration under the grievance and arbitration procedures of this section. The grievability of disciplinary actions and performance evaluations is governed by other parts of this Agreement and the Compensation Agreement.

Section 2 – Performance Ratings:

Any performance rating may be appealed within thirty (30) calendar days of receipt by the employee to a three-person committee established by the Attorney General or the Mayor's Office of Legal Counsel. The committee shall be empowered to review the basis for a direct

supervisor's rating, conduct a hearing, receive written briefs, and issue a written decision which shall approve, modify, or reject a performance rating. Any decision by the Committee shall be appealable to the Attorney General or agency head, as applicable, within thirty (30) calendar days of receipt of the decision by the employee. The Attorney General's decision or agency head's decision, as applicable, shall be final and no further appeal shall be allowed under this Agreement. If the committee does not act within thirty (30) calendar days of the appeal, the evaluation may be appealed to the Attorney General or the agency head, as applicable who shall issue a decision within fifteen (15) calendar days thereafter. If the Attorney General or agency head, as applicable, does not act within fifteen (15) calendar days, unsatisfactory evaluations may be appealed under the provisions of this Article within fifteen (15) calendar days. The Attorney General and the Mayor's Office of Legal Counsel shall establish procedures for appeals under this Article to the committee and to the Attorney General and agency head, respectively.

Section 3 – General Provisions:

Any grievance that may arise between the parties involving an alleged violation of this Agreement shall be settled as described in this Article unless otherwise agreed to in writing by the Union President and the Attorney General or agency head, as applicable, or his/her designee.

Section 4 – Information Requests:

Both parties shall provide all information determined to be reasonable and needed by the other party for processing of a grievance after a request by the other party within a reasonable amount of time.

Section 5 – Procedure:

A. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Grievances must be filed at the lowest level where resolution is possible. Therefore, all grievances shall ordinarily be presented to the immediate supervisor unless it is clear that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. The Union may request a face-to-face meeting with the appropriate management representative who is delegated authority to deal with the grievance at each step. The parties agree to endeavor to engage in productive meetings to resolve a grievance.

B. Nothing in this Agreement shall be construed as precluding discussion between an employee, the Union and the appropriate supervisor over a matter of interest or concern to any of them prior to the initiation of a grievance. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude any party (the Union, the Employer or the Employee) from attempting to resolve the grievance informally at the appropriate level.

Step 1: The employee and/or the Union shall take up the grievance, in writing, with the employee's immediate supervisor within fifteen (15) business days from the date of the occurrence or when the employee or the Union knew or should have known of the occurrence. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the name of the grievant or grievants, the contract provisions allegedly

violated, the basic facts, issues, or concerns giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The supervisor shall address the matter and shall respond, in writing, to the Steward and/or the employee within fifteen (15) business days after the receipt of the grievance.

Step 2: If the grievance has not been settled, or the supervisor has failed to respond, it may be presented in writing by the Union to the second level supervisor within ten (10) business days after the Step 1 response is due or received, whichever is sooner. The second level supervisor shall respond to the Union in writing within ten (10) business days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, or the supervisor has failed to respond, it may be presented in writing by the Union to the Attorney General or agency head, as applicable, or his/her designee, within twenty (20) working days after the Step 2 response is due or received, whichever is sooner. The Attorney General or agency head, as applicable, or his/her designee, shall respond in writing to the Union within twenty (20) business days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, or the Attorney General, or agency head, as applicable, or his/her designee has failed to respond, the Union may by written notice request arbitration within twenty (20) business days after the reply at Step 3 is due or received whichever is sooner.

A grievance filed by the Union on a matter involving more than one division within OAG, may be filed with the Attorney General or his/her designee at Step 3. The grievance must be filed within fifteen (15) business days from the date of the occurrence giving rise to the grievance or when the Union knew or should have known of the occurrence.

When mutually agreed by the parties, grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving all the grievances.

A grievance filed by the Union which does not seek personal relief for a particular employee or a group of employees, but rather expresses the Union's disagreement with management's interpretation or application of the Agreement and which seeks an institutional remedy shall be filed at Step 3 within fifteen (15) business days from the date of the occurrence or when the Union knew or should have known of the occurrence to the extent reasonably possible.

A grievance filed by the Employer should be filed directly with the Union President within fifteen (15) business days from the date of the occurrence or when the Employer knew or should have known of the occurrence giving rise to the grievance. The Union President shall have fifteen (15) business days to respond. If the Employer's grievance is still unresolved, or the Union President or his/her designee has failed to respond, the Employer may by written notice request arbitration within twenty (20) business days after the Union's reply is due or received whichever is sooner.

A grievance concerning a continuing violation of this Agreement may be filed at any time during the existence of the alleged violation of this Agreement.

Section 6 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union. The Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) calendar days after receipt of the list by both parties. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the FMCS guidelines unless modified by this Agreement.

Section 7 – Authority of the Arbitrator:

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation or application of the express provisions of this Agreement at issue between the Union and the Employer consistent with applicable law and regulation. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, subject to either party's appeal rights to the Public Employee Relations Board and the Superior Court of the District of Columbia.

Section 8 - Decision of the Arbitrator:

The arbitrator shall be requested to render his/her decision in writing within thirty (30) calendar days after the conclusion of the arbitration hearing.

Section 9 - Expenses of the Arbitrator:

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 10 - Time Off For Grievance Hearings:

The employee, Union Steward and/or Union representative shall, upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 4 of Article 6 on Union Stewards.

Section 11 – Time Limits:

All time limits following the initiation of any grievance set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if the request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and/or 2 of the procedure described in this Article.

Section 12 – Termination of Grievance:

A grievance shall terminate when either party terminates its own grievance, when both parties consent or for failure to meet contractual time limits. The termination of a grievance shall not prejudice either party from reinstating a grievance at a later date.

Section 13 – Exclusions:

Matters not within the jurisdiction of the Employer will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

**ARTICLE 29
DISCIPLINE AND DISCHARGE**

Section 1 -- Disciplinary Actions:

A. Assistant Attorneys General ("AAG") in the bargaining unit are appointed to serve the District of Columbia consistent with the provisions of the Legal Service Act. An AAG may be subject to disciplinary action, including reprimand, suspension (with or without pay), reduction in grade or step, or removal for unacceptable performance or for any reason that is not arbitrary or capricious. Disciplinary actions shall be processed in accordance with Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Employer shall provide the Employee with ten (10) calendar days advance notice, consistent with the notice provisions of Chapter 36 of the D.C. Personnel Regulations, of any proposed discipline, with the exception of summary removal. The proposed notice of discipline will also be sent to the Union.

B. Notwithstanding Section 1A herein, the Attorney General or an agency head, may summarily suspend or remove a bargaining unit member, in accordance with Sections 1616 and 1617 of the DPM, when the employee's conduct:

1. Threatens the integrity of government operations;
2. Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or

3. Is detrimental to public health, safety, or welfare.

C. Upon request, an employee subject to any disciplinary action shall be allowed access to his or her office, at a mutually agreeable time, to retrieve personal items.

D. If there is no appeal pursuant to the provisions herein, the Attorney General's decision or agency head's decision, as applicable, shall be the final agency decision.

Section 2 -- Appeal Procedures:

After the Attorney General or agency head issues an administrative decision in accordance with §3614, Chapter 36 of the D.C. Personnel Regulations, the Union, on behalf of the Employee, may appeal the Attorney General's or agency head's suspensions of ten days or more, including demotions and terminations, within ten (10) business days of the Attorney General's or agency head's decision. This time limit may be extended by mutual consent of the parties, but if not so extended, must be strictly observed. An appeal to the nonbinding arbitrator shall stay the time limits for invoking a review by the Mayor under Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Attorney General's or the agency head's decision in connection with a suspension of less than ten days or any other corrective action is final and not subject to appeal.

Section 3 -- Stay of Disciplinary Action:

The filing of an appeal shall not serve to stay or delay the effective date of the Attorney General's or agency head's final administrative decision.

Section 4 -- Standard of Review and Authority of the Arbitrator:

A. The arbitrator's jurisdiction and authority and opinion shall be confined exclusively to suspensions of ten days or more, and shall be an advisory, nonbinding decision concerning whether the Employer's decision to discipline is: (1) a result of the Employee's unacceptable performance, (2) for any reason that is not arbitrary or capricious in accordance with § 106.56(a) of the Legal Service Act, or (3) both.

B. The arbitrator does not have authority to modify, amend, or rescind any disciplinary action or to impose any back-pay or other financial obligation on the Employer resulting from the disciplinary action.

Section 5 -- Time Limits:

All time limits set forth, in this Article must be strictly observed. If the Union fails to pursue any step within the time limit then it shall have no further right to continue the appeal.

Section 6 -- Extension of Time Limits:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time

period provided for in any step, the next step may be invoked. However, if a party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if such request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and or 2 of the procedure described in this Article.

Section 7 -- Substitution of Binding Arbitration Procedures:

In the event that the Council of the District of Columbia legislatively establishes a binding arbitration process concerning discipline and discharge for any unit employees in the Legal Service, the parties agree to reopen negotiations solely to rescind this Article to the extent of any conflict and incorporate the binding arbitration process into this Agreement to the maximum extent possible.

**ARTICLE 30
SAVINGS CLAUSE**

SECTION 1:

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

SECTION 2:

The terms of this Agreement supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation covered herein for the term of this agreement.

**ARTICLE 31
INCORPORATION OF COMPENSATION AGREEMENT TERMS**

The terms and conditions of the Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2017, through September 30, 2020 (Compensation Agreement), are incorporated by reference into this Agreement. The provisions of the Compensation Agreement shall control to the extent of any inconsistency.

**ARTICLE 32
DURATION AND FINALITY**

Section 1 -- Effective Date


This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2020, or until a new non-compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i) (2012 Repl.).

Section 2 – Finality

This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated.

On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**




**Mark H. Tuohy, III, Director
Mayor's Office of Legal Counsel**

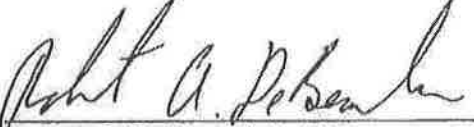


**Karl A. Rague, Attorney General
Office of the Attorney General**

**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**



**Steve Anderson, President
AFGE, Local 1403**




**Robert A. DeBerardinis, Vice President
AFGE, Local 1403**

On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.


**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


**FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1403**


Lionel C. Sims Jr., Esq., Director
Office of Labor Relations & Collective
Bargaining



Olga I. Clegg, Vice President
AFGE, Local 1403



Ronald R. Ross, Deputy Director
Mayor's Office of Legal Counsel



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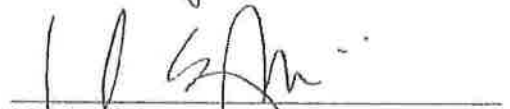

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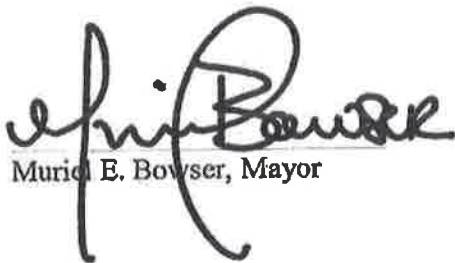

Kevin Stokes, Chief of Staff
Office of Labor Relations & Collective
Bargaining


Marie-Claire Brown
AFGE Local 1403


Asha Bryant, Attorney Advisor
Office of Labor Relations & Collective
Bargaining

APPROVAL

This collective bargaining working conditions agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated 10-31-2017, has been reviewed in accordance with Section 1-617-15(a) of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 16th day of January, 2017.2018



Muriel E. Bowser, Mayor

MASTER AGREEMENT

BETWEEN

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 20,
AFL-CIO**

AND

**THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA**

EFFECTIVE THROUGH SEPTEMBER 30, 2010

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	3
1	Recognition	4
2	Management Rights	5
3	Union Rights and Security	5
4	Labor-Management Meetings	7
5	Discrimination	7
6	Union Rights and Responsibilities	8
7	Discipline	13
8	Training and Career Ladder	16
9	Safety and Health	17
10	General Provisions	21
11	Bulletin Boards	22
12	Personnel Files	22
13	Seniority	23
14	Inclement Weather Conditions	25
15	Hours of Work	26
16	Administration of Leave	27
17	Administration of Overtime	31
18	Wages	31
19	Reduction-In-Force	32
20	Contracting Out	33
21	Strikes and Lockouts	33
22	Grievance Procedures	34
23	Employee Rights	37
24	New Technology and Equipment	37
25	Job Descriptions	37
26	Savings Clause	38
27	Duration and Finality	38

PREAMBLE

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title I, Chapter 6, Subchapter 1, D.C. Official Code § 1-601.02) states that the Council of the District of Columbia declares that it is the purpose and policy of this act to assure that the District of Columbia Government shall have a modern flexible system of public personnel administration, which shall “provide for a positive policy of labor-management relations including collective bargaining between the District of Columbia and its employees”

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01) states [t]he District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and will improve the morale of public employees and the quality of service to the public.

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.01(b) provides for collective bargaining between the Mayor of the District of Columbia and labor organizations accorded exclusive recognition for employee representation for employees of the District of Columbia Government.

Pursuant to the District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, (D.C. Official Code) Section 1-617.10), various local unions or District Council 20 of the American Federation of State, County and Municipal Employees, AFL-CIO, (herein “AFSCME” or the “Union”) have been certified and/or recognized as the exclusive collective bargaining agent for employees of the District of Columbia Government (hereinafter the “District” or the “Employer”).

Accordingly, AFSCME and the District enter into this Agreement, which shall have as its purposes:

- (1) Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;
- (2) Improvement of morale of employees in service to the District of Columbia Government;
- (3) Enhancement of the quality of public service to the citizens of the District of Columbia;
- (4) Creation of a government that works better; and
- (5) Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation.

AFSCME and the District of Columbia Government declare that each party has been afforded the opportunity to put forth all its non-compensation proposals and to bargain in good faith. Both parties agree that this Agreement is the result of their collective bargaining and each party affirms its contents without reservation. This Preamble is intended to provide the background and purpose of the Collective Bargaining Agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

ARTICLE 1 **RECOGNITION**

Section 1 – Recognition:

The District of Columbia Government (hereinafter referred to as the “District” or “Employer”) hereby recognizes as the sole and exclusive representative for the purpose of collective bargaining, the American Federation of State, County and Municipal Employees, AFL-CIO, District of Columbia District Council 20, and its affiliated Local Unions (hereinafter referred to collectively as the "Union" or "AFSCME") for each of the bargaining units under the personnel authority of the Mayor for which AFSCME is the certified collective bargaining representative.

Section 2 - Bargaining Units Descriptions:

This Agreement may also include agencies with independent personnel authority if they have executed an addendum opting to be covered by the provisions herein.

Section 3 - Coverage:

AFSCME, the certified exclusive representative of all employees in the bargaining unit referenced above, shall be responsible for representing the interests of employees in the units without discrimination as to membership; provided, however, that an employee who does not pay dues or service fees may be required by the Union to pay reasonable costs for personal representation.

Section 4 – New Units:

Bargaining units of employees under the administrative jurisdiction of the Mayor of the District of Columbia certified during the term of this Agreement shall be covered by the provisions of this Agreement, if agreed to by the parties.

Section 5 – Unit Clarification(s):

The Union and the Employer shall file a Joint Petition with the Public Employee Relations Board (hereinafter referenced as PERB) to clarify and correct inaccuracies contained on the current unit certifications. Prior to filing of the joint petition, the Union and Employer shall confer on the revised unit descriptions.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1 – Management Rights in Accordance with the Comprehensive Merit Personnel Act (CMPA):

(a) Management's rights shall be administered consistent with D.C. Official Code §1-617.08, 2001 edition as amended.

(b) All matters shall be deemed negotiable except those that are proscribed by this subchapter. Negotiations concerning compensation are authorized to the extent provided in Sections 1-617.16 and 1-617.17.

Section 2 - Impact of the Exercise of Management Rights:

Management rights are not subject to negotiations; however, in the Employer's exercise of such rights, the Union may request the opportunity to bargain the impact and effects, where there has been an adverse impact upon employees regarding terms and conditions of employment.

ARTICLE 3
UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

The District shall not negotiate with any other employee organization or group with reference to terms and/or conditions of employment for employees represented by AFSCME. AFSCME shall have the right of unchallenged representation in its bargaining units for the duration of this Agreement in accordance with PERB Interim Rules, Section 502.9(b).

Section 2 – Meeting Space:

Upon request at least one day in advance, the Employer will provide meeting space as available for bargaining unit business. Except as provided elsewhere in this Agreement, meetings will be held on the non-work time of all employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 3 – Access to Employees:

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon

such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment.

Section 4 - Dues Checkoff:

The Employer agrees to deduct union dues bi-weekly from the pay of employee members upon proper authorization. The employee must complete and sign Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of District Council 20. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received but in no case will changes be made retroactively. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer within the thirty (30) calendar day period prior to the anniversary date of this Agreement. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 5 of this Article.

Section 5 - Service Fees:

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

The Employer shall deduct \$.05 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted. This amount represents the fair value of the cost to the Employer for performing the administrative services and is payable to the Office of Labor Relations and Collective Bargaining.

Section 7 - Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s), as appropriate.

ARTICLE 4
LABOR-MANAGEMENT MEETINGS

Section 1 – Labor-Management Partnerships:

Consistent with the principles of the D.C. Labor-Management Partnership Council, the parties agree to establish and support appropriate partnerships within the individual agencies covered by this Agreement. The purpose of such partnership will be to promote labor-management cooperation within a high-quality work environment designed to improve the quality of services delivered to the public.

Agency partnership should ordinarily be made up of equal numbers of high-level officials of labor and management who will meet regularly to consider such issues as they choose to discuss. Decisions by the partnership are by consensus only.

Section 2 – Labor-Management Contract Review Committee:

Appropriate high-level management and union representatives shall meet at least monthly, at either party's request, to discuss problems covering the implementation of this Agreement. The findings and recommendations of the Contract Review Committee will be referred to the Director for action. The Director or his/her designee shall respond in writing to any written finding and recommendation of the committee within a reasonable period.

ARTICLE 5
DISCRIMINATION

Section 1 – General Provisions:

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee of the District Government has the right, freely and without fear of penalty or reprisal:

- (1) To form, join and assist a labor organization or to refrain from this activity;
- (2) To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and,
- (3) To be protected in the exercise of these rights.

Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap, political affiliation, or as otherwise provided by law.

Section 2 – Equal Employment Practices:

The Employer agrees to vigorously continue the implementation of its Equal Employment opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Department/Agency's Affirmative Action Plan will be observed. Progress reports will be sent to the Union periodically as to the implementation of the Affirmative Action Plan.

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Department's Affirmative Action Counselors, and be permitted to meet with Department EEO officials to discuss implementation of the Affirmative Action Plan including Departmental policies and programs.

Vacancy Announcements for Departmental vacancies shall be posted at all work locations. One copy of the notice shall be supplied to appropriate Union Shop Stewards.

Section 3 – Discrimination Charges:

Any charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES

Section 1 – Union Stewards:

Union Stewards shall be designated by the Union and shall be recognized as employee representatives. Union Stewards shall be employed at the same work area or shift as employees they are designated to represent. When a union steward is transferred by an action of management (not including promotion or transfer at the employee's request), the steward may continue to act as a steward for his/her former work site for a period not to exceed 45 days from original notification. The Union will supply the Employer with lists of stewards' names, which shall be posted on appropriate bulletin boards. The Union shall notify the Employer of changes in the roster of Stewards. Stewards are authorized to perform and discharge union duties and responsibilities, which may be assigned to them under the terms of this Agreement.

Section 2 – Performance of Duties:

Stewards shall obtain permission from their immediate supervisors prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the employee's supervisor. Such permission will be granted unless the employee cannot be immediately relieved from his assigned duties, in which case permission will be granted as soon as possible thereafter. If the immediate supervisor is unavailable, permission will be requested from the next highest level of supervision. Requests by Stewards for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problems involved other than to identify the area to be visited and the general purpose of the visit i.e., grievance investigation, labor-management meetings, negotiation sessions, etc.

A Steward thus engaged will report back to his/her supervisor on completion of such duties and return to their job. The employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Steward in the performance of such duties.

Section 3 – Union Activities on Employer's Time and Premises:

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, in accordance with Article 6 of this Agreement, Union representatives shall be allowed to:

- A. Post Union notices on designated Union bulletin boards (with a copy given to the Employer);
- B. Attend negotiation meetings;
- C. Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his/her representative;
- D. Consult with the Employer or his/her representative, District Council and Local Union Officers, other Union representatives or employers, concerning the enforcement of any provisions of this Agreement, and other Labor-Management activities. Official time does not include internal Union activities; and
- E. Solicitation of Union membership and distribution of literature shall be confined to the non-working time of all employees involved and out of sight of the public.

Section 4 – Visits by Union Representatives:

The Employer agrees that representatives of the American Federation of State, County and Municipal Employees whether local, Union representatives, District council representatives, or

International representatives shall have full and free access except in secured areas, to the premises of the Employer at any time during working hours to conduct Union business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause minimal disruption of the work activities.

Section 5 – Union Insignia:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters; therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their uniforms, except for uniformed police.

Section 6 – Official Time:

Union representatives who engage in labor management activities during working hours shall indicate on the “Official Time Report” the activity performed. No Union representative will be disadvantaged in the assessment of his/her performance based on use of documented official time while conducting labor management business.

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)

1	Labor negotiations.
2	Contacts between employee representatives and employees provided for in the negotiated grievance procedure.
3	Grievance meetings and arbitration hearings.
4	Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.
5	Attendance at an examination of an employee who reasonably believe he or she may be the subject of a disciplinary or adverse action and the employee has requested representation.
6	Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
7	Attendance at meetings between the Employer and the Union.
8	Attendance at agency recognized/sponsored activities to which the Union has been invited.

Distribution: Original to Office of Labor Relations & Collective Bargaining
 Copy kept by Supervisor & Union Representative

ARTICLE 7
DISCIPLINE

Section 1:

Discipline shall be imposed for cause, as provided in the D.C. Official Code § 1-616.51 (2001 ed.).

Section 2:

For the purposes of this Article, discipline shall include the following:

- a. **Corrective Actions:** Written reprimands or suspensions of nine (9) days or less;
- b. **Adverse Actions:** Removal, suspension for more than nine (9) days; or a reduction in rank or grade or pay for cause.

Section 3:

Discipline will be appropriate to the circumstances, and shall be primarily corrective, rather than punitive in nature. After discovery of the incident, the investigations shall be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the principle of progressive discipline and D.C. Office of Personnel regulations.

Section 4:

If a supervisor has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 5:

Unless there is a reasonable cause to believe that an employee's conduct is an immediate hazard to the agency, the employee or other employees, or is detrimental to public health, safety or welfare, an employee against whom adverse action is proposed shall be entitled to at least thirty (30) days advance written notice of proposed adverse action (or fifteen (15) days if corrective action is proposed). The notice will identify the causes and the reasons for the proposed action.

Section 6:

Recognizing that the Union is the exclusive representative of the employees in the bargaining unit, the Department shall in good faith attempt to notify the Union of proposed disciplinary actions. Each Department shall notify the union of the method of notification. Further the Employer agrees

to notify the employee of his or her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

Any information that cannot be disclosed to the employee, his representative, or physician shall not be used to support the proposed action.

Section 7:

Except in the special circumstances referred to in Section 5 above, an employee shall be entitled to at least ten (10) workdays to answer the notice of proposed corrective or adverse action. If the proposed action is removal, the employee shall upon request, be granted an opportunity to be heard prior to a final decision. This opportunity to be heard shall be afforded by a person designated by the agency head. This person shall not be in the supervisory chain between the proposing and/or deciding official(s) and shall not be subordinate to the proposing official. This person shall review the employee's answer, discuss the proposed action with the employee and/or his representative and appropriate representatives of the Employer and make a recommendation to the deciding official who will act upon the recommendation, as he/she deems proper.

Section 8:

The person proposing a disciplinary action shall not be the deciding official unless the proposing official is the agency head or Director of Personnel.

Section 9:

Except in the special circumstances referred to in Section 5 above, an employee against whom a corrective or adverse action has been proposed shall be kept in an active duty status during the notice period.

Section 10:

The deciding official shall issue a written decision within forty-five (45) calendar days from the date of receipt of the notice of proposed action which shall withdraw the notice of proposed action or sustain the proposed action in whole or in part. The forty-five (45) day period for issuing a final decision may be extended by agreement of the employee and the deciding official. If the proposed action is sustained in whole or in part, the written decision shall identify which causes have been sustained and which have been dismissed, describe whether the proposal penalty has been sustained or reduced and inform the employee of his or her right to appeal or grieve the decision, and the right to be represented. The final decision shall also specify the effective date of this action.

Section 11:

In any circumstance in which the Employer has reasonable cause to believe that an employee's conduct is an immediate hazard to the employing agency, to the employee involved or other employees, or is detrimental to public health, safety or welfare the Employer may place an employee on administrative leave whether or not notice of proposed action has been given to the employee.

Section 12:

Notice of final decision, dated and signed by the deciding official, shall be delivered to the employee on or before the time the action is effective. If the employee is not in a duty status at that time, the notice shall be sent to the employee's last known address by certified or registered mail.

Section 13:

Except as provided in Section 14 of this Article, employees may grieve actions through the negotiated grievance procedure, or appeal to the office of Employee Appeals (OEA) in accordance with OEA regulations but not both. Once the employee has selected the review procedure, that choice shall be the exclusive method of review.

Section 14:

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with the DPM.

Section 15:

If a final decision is grieved through the negotiated grievance procedure a written grievance shall be filed with the deciding official within fifteen (15) workdays after the effective date of the action.

Section 16 – Troubled Employees:

In appropriate cases, consideration shall be given to correcting the problem through the D.C. Consultation and Counseling Service. When the District implements a new employee assistance program, this shall take the place of the D.C. Consultation and Counseling Service.

Section 17:

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a union official or other representative. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be

delayed beyond the end of the employee's following shift. When and if questioning is resumed, an employee may have a union official or other representative present.

ARTICLE 8

TRAINING AND CAREER LADDER

Section 1 – Basic Training:

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with the Compensation Units 1 and 2 Agreement. Continued training shall be within budgetary constraints.

Section 2 - Continued Training Opportunities:

The Employer will encourage and assist employees in obtaining career related training and education outside the Department by collecting and posting current information available on training and educational opportunities. The Employer will inform employees of time or expense assistance the Employer may be able to provide.

Section 3 - Career Ladder:

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings. Career ladder promotions when effected, shall be in accordance with DPM Chapter 8, Part II, Subpart 8, and Appendix A.

Section 4 - Experience Verification:

When an institution of higher learning provides credit for on-the-job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the District. The employee shall provide the relevant documents and information necessary for the release of the employee's information to the relevant institution.

Section 5 - Union Sponsored Career Advancement Programs:

Management and the Union support the objective of meaningful career advancement for District Government workers in the areas of promotion, transfers and filling of vacancies. In keeping with this objective, the Union will investigate and develop programs to enhance opportunities for

career advancement such as: career counseling services; placement of career planning resource materials on site; correspondence course arrangements with area colleges, universities, vocational and technical schools; and workshops on resume writing and interview skills.

Programs that are developed will be presented and discussed during appropriate labor-management committee meetings for review and consideration.

ARTICLE 9

SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The District shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions. AFSCME will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended). The District will promptly make every effort to qualify its plan under the Occupational Safety and Health Administration (OSHA) as established by the U.S. Department of Labor.

C. The District shall furnish and maintain each work place in accordance with standards provided within this Section.

Section 2 - Employees Working Alone:

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations whenever the health and safety of an employee would be endangered by working alone.

Section 3 - Corrective Actions:

A. If an employee observes a condition, which he or she, believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

C. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her AFSCME representative, and shall make a determination.

D. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate D.C. Safety Officer to be unsafe to use, when by doing so they might injure themselves or others.

Section 4 - Medical Service: On-the-Job Injury:

A. The District shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the District shall arrange immediately for transportation to an appropriate medical facility.

B. The need for additional first-aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

Section 5 - Safety Devices and Equipment:

Protective devices and protective equipment shall be provided by the District and shall be used by the employees.

Section 6 - Safety Training:

A. The District shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Safety Committee established in Section 8(A).

B. The District shall provide CPR training to all employees who request such training.

Section 7 - Information on Toxic Substances:

Employees who have been identified by the Safety Committee and the Department or District Safety Officer as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government standards shall receive appropriate health screening. In the absence of District Government standards, the Safety Committee and Safety Officer will refer to standards established by other appropriate authorities such as Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH) or the Environmental Protection Agency (EPA).

Section 8 - Safety Committees:

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency.

B. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the Agency's representative.

C. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Receive appropriate health and safety training.

D. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

E. In departments/agencies where there is more than one Local Union, there shall be a safety committee for each Local Union, unless otherwise agreed upon.

F. Safety Committees may be reorganized upon agreement of both parties.

Section 9 - Medical Qualification Requirements:

The District agrees to abide by the provisions of Chapter 8, Sections 848.19 and 848.20 of the D.C. Personnel Regulations as published in the D.C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

Section 10 - Light Duty:

A. The District agrees to provide light duty assignments for Employees injured on the job to the extent that such light duty is available as follows:

1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairments and the type of light duty he or she is capable of performing.

2. The Employee will be given light duty assignments for which he or she is qualified, initially within his or her own Bureau or organizational unit. If light duty is not available within the Bureau or organizational unit, suitable work will be sought elsewhere in the department/agency.

3. Light duty assignments shall not normally extend beyond 45 working days. However, if there are no other requests for light duty, this period may be extended until such time as the request is made by another employee. Employees unable to perform their regularly assigned duties after the expiration of that time shall make application for disability compensation or exercise such other options as may be available to employees under the provisions of this Agreement or under law, and in accordance with paragraph 5 below.

4. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of earlier date of request.

5. When light duty is not available, an employee must return to full duty or seek compensation or retirement from appropriate channels, or other assistance as may be available in accordance with Section 9. In the event compensation or retirement is not approved, the employee may be required to take a fitness for duty examination and may be separated if (a) found unfit to perform or (b) found fit but refuses to report for full duty.

Section 11 - Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

Section 12 - Employee Health Services:

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139). Employee health services shall include such services as provisions for emergency diagnosis and emergency treatment of illness, physical examination including, but not limited to, pre-employment, fitness for duty or disability retirement evaluation; treatment of minor illness; preventive services; health information to assist employees to protect, conserve, and improve physical and mental health; and counseling and appropriate referrals to the D.C. Consultation and Counseling Service.

Section 13 - Maintenance of Health Records:

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31 of the D.C. Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information. Copies of rules relating to medical information will be made available to AFSCME.

Section 14:

A. The Employer agrees to follow Mayor's order 87-95 regarding ergonomic policy for use of video display terminals.

B. VDT continuous users who operate a VDT for more than two continuous hours shall be allowed to move out of their chairs for brief periods to perform other tasks as specified by their supervisor.

C. If a pregnant employee, who is a continuous VDT user, submits a medical statement from her physician which recommends limiting her use of the VDT during the term of her pregnancy because of exposure to radiation, reasonable consideration will be given to providing the employee with other available duties, within the work unit, for which she is qualified and which her doctor certifies that she can perform.

Section 15:

The Employer agrees to provide the Union with a copy of all current D.C. Safety Officers, and revisions as they occur.

ARTICLE 10
GENERAL PROVISIONS

Section 1 – Work Rules:

Employees will be advised of verbal and written work rules, which they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 - Distribution of Agreement:

The Employer and the Union agree to share equally in the cost of reproducing this contract for employees and supervisors. The parties shall mutually agree upon the cost and number of copies to be printed.

ARTICLE 11
BULLETIN BOARDS

The Employer agrees to furnish suitable Bulletin Boards and/or space to be placed at locations mutually acceptable to the Union and the Employer. The Union shall limit its posting of notices and bulletins to such Bulletin Boards.

ARTICLE 12
PERSONNEL FILES

Section 1 - Official Files:

The Employer shall maintain the official files of all personnel in all units covered by this Agreement in the Office of Personnel. Records of corrective actions or adverse actions shall be removed from an employee's official file in accordance with the DPM.

Section 2 - Right to Examine:

Each employee shall have the right to examine the contents of his/her personnel files upon request.

Section 3 – Right to Respond:

Each employee shall have the right to answer any material filed in his/her personnel file and his/her answer shall be attached to the material to which it relates.

Section 4 - Right to Copy:

An employee may copy any material in his/her personnel file.

Section 5 – Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material.

Section 6 – Confidential Information:

The DC Office of Personnel shall keep all arrests by the Metropolitan Police, fingerprint records, and other confidential reports in a confidential file apart from the official personnel folder.

Section 7 - Employee to Receive Copies:

A. The employee shall receive a copy of all material placed in his/her folder in accordance with present personnel practices. Consistent with this Article when the Employer sends documents to be placed in an employee's personnel folder which could result in disciplinary action or non-routine documents which may adversely affect the employee, the employee shall be asked to acknowledge receipt of the document. The employee's signature does not imply agreement with the material but simply indicates he/she received a copy.

B. If an employee alleges that he/she was not asked to acknowledge receipt of material placed in his/her personnel folder as provided in this section the employee will be given the opportunity to respond to that document and the response will be included in the folder.

Section 8 – Access by Others:

The Employer shall inform the employee of all requests outside of the normal for information about him/her or from his/her personnel folder. The access card signed by all those who have requested and have been given access to the employee's file shall be available for review by the employee.

ARTICLE 13
SENIORITY

Section 1 - Definition:

Seniority means an employee's length of continuous service with the Employer from his/her date of hire for purposes of this Article only. Employees hired on the same day shall use alphabetical order of surname in determining seniority.

Section 2 - Breaks in Continuous Service:

An employee's continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or a comparable, position within one year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

Section 3 - Seniority Lists:

Each agency with employees covered by this Agreement shall provide the Union semi-annually with list of names of employees represented by the Union in that Agency. The list will be in seniority order as defined by Section 1 of this Article. Also, each agency will supply the Union semi-annually with lists of new hires in bargaining unit positions and with names of unit employees who have left the agency since the last seniority list.

Section 4 - Reassignments:

A reassignment requested by an employee to a position in the same classification within an agency/department may be effected by mutual agreement.

Section 5 - Promotions:

A. Whenever a job opening occurs, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days prior to the closing date. A copy of the notices of job openings will be given to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the open position or job including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the appropriate Personnel Office.

C. Management has the right to determine job qualifications, provided they are limited to those factors' directly required to satisfactorily perform his/her job. Where all job factors are relatively equal, the employee with the greatest departmental seniority within the unit shall be promoted.

Section 6 - Change to Lower Grade:

A. The term "change to lower grade", as used in this provision means change of assignment from a position in one job classification to a lower paying position in the same job classification.

B. Demotions may be made to avoid laying off employees, to provide for employees who request a change to lower grade for personal convenience, or to change an employee to a lower grade when he/she is unable to perform satisfactorily the duties of his/her position.

Section 7 - Individual Work Schedules:

Work schedule changes initiated by the Employer affecting an individual employee shall be in accord with department/agency seniority, except where specific skills are needed.

Section 8 - Pay for Work Performed in Higher Graded Position:

A. Employees detailed or assigned to perform the duties of a higher graded position for more than four (4) pay periods in any calendar year shall receive the pay of the higher graded position. Assignment to a higher graded position for periods of at least one (1) pay period shall count toward the accumulation of the four (4) pay period requirement. The applicable rate of pay will be determined by application of D.C. government procedures concerning grade and step placement for

temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one pay period.

B. This provision shall not apply to training programs.

C. Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

ARTICLE 14

INCLEMENT WEATHER CONDITIONS

Section 1 – Inclement Weather Work:

A. Any full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work.

B. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is no other work available in line with his/her normal duties, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay.

C. Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:

- 1.** Volunteers
- 2.** In the inverse order of seniority

D. Employees with established health concerns may request to be exempt from snow shoveling assignments.

Section 2 - Reporting Time:

A. During inclement weather where the District Government has declared an emergency, employees (other than those designated emergency employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or compensatory leave for the time it takes his/her relief to report for duty.

B. The Employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

ARTICLE 15
HOURS OF WORK

Section 1 - Workday:

Except as provided in this Article, the normal workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

Section 2 - Workweek:

Except as provided in this Article, the workweek for full-time employees shall normally consist of five (5) consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours. Special schedules will be established for employees, other than employees in continuous operations, who are required to work on Saturday, Sunday or seasonal schedules as part of their regular workweek.

Section 3 - Continuous Operations and Shifts:

The workday for employees in 24-hour continuous operations shall consist of eight hours of work. Work schedules for employees assigned to shifts, showing the employee's workdays, and hours, shall be posted on appropriate bulletin boards. All employees shall be scheduled to work regular work shifts i.e., each work shift shall have a regular starting and quitting time.

Section 4 - Changes in Work Schedules:

Except in emergencies, regular work schedules shall not be changed without ten (10) working days advance notice.

Section 5 - Flexible/Alternative Work Schedules:

A. The normal work hours may be adjusted to allow for flexible/ alternative work schedules, with appropriate adjustments in affected leave and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where (1) it is cost effective, (2) it increases employee morale and productivity, or (3) it better serves the needs of the public. The Union will be given advance notice (when flexible/alternative work schedules are proposed) and shall be given the opportunity to consult.

B. An alternative work schedule will provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums will be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be changed on an hour-by-hour basis.

ARTICLE 16
ADMINISTRATION OF LEAVE

Section 1 – General:

Employees shall be eligible to use leave in accordance with the personnel rules and regulations. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the length of time off the employee desires, the type of leave requested and the reason for the request. An excused absence is an absence from duty without loss of pay and without charge to leave when such absence is authorized by statute or administrative discretion.

Section 2 - Annual Leave:

A. Normal Requests for Leave: A request for a short leave of absence, not to exceed three days, shall be requested in writing on the proper form and answered before the end of the work shift in which the request is submitted. A request for a leave of absence between four to seven days must be submitted five (5) calendar days in advance and answered within five days, except for scheduled vacations, as provided for in Section 2 of this Article. If the request is disapproved, the supervisor shall return the SF-71 with reasons for the disapproval indicated. Requests for annual leave shall not be unreasonably denied.

B. Emergency Requests: Any employee's request for immediate leave due to family death or sickness shall be granted or denied immediately.

C. Carryover: Annual leave, which is not used, may be accumulated from year to year. In general, the maximum allowable leave is thirty (30) days, unless the employee had a greater amount of allowable leave at the beginning of the leave year. Employees shall receive a lump sum leave payment for all accrued annual leave not used at the time of retirement, resignation or other separation from the employer, consistent with the negotiated Compensation Agreement.

D. Vacation Schedules: Every effort will be made to grant employees leave during the time requested. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of seniority. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees will be encouraged to schedule vacations through the year.

Section 3 - Sick Leave:

A. Requests:

1. Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Employees shall request sick leave as far in advance as possible prior to the start of their regular tour of duty on the first day of absence.

2. Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, and chiropractors for the purpose of securing diagnostic examinations, treatments and x-rays.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three work days continuous duration. However, if Management has given written notice to an employee that there is a good reason to believe that the employee has abused sick leave privileges, then the employee must furnish a doctor's certificate for each absence from work, which is claimed as sick leave regardless of its duration. The Union will encourage employees to conserve sick leave for use during periods of extended illness.

4. Advance sick leave requests will be given prompt consideration by the Employer consistent with Section 3(b) of this Article when the following provisions are met:

(a) The request must be submitted in writing and must be supported by acceptable medical certificates:

(b) All available accumulated sick leave to the employee's credit must be exhausted. The employee must use annual leave he/she might otherwise forfeit.

(c) In the case of employees serving under temporary appointments, or under probationary or trial periods, advance sick leave should not exceed an amount which is reasonably assured will be subsequently earned during such period.

(d) The amount of sick leave advanced to an employee's account will not exceed 240 hours at any time. Where it is known that the employee is to be separated, the total sick leave advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(e) There must be a reasonable assurance that the employee will return to duty.

B. Advance Sick Leave: Advance sick leave may be granted to permanent or probationary employees in amounts not to exceed 240 hours. Furthermore, an employee may not be indebted for more than 240 hours of sick leave at any one time. Sick leave may be advanced to

employees holding a limited appointment or one expiring on a specific date, but not in excess of the total sick leave that would accrue during the remaining period of such appointment. In either case the employee request must be supported by a statement from his/her physician attesting that the employee has a serious disability or ailment and is incapacitated for duty and stating the period of time expected to be involved. The request should be denied only if the requirements of Section 3 (a) and (b) are not met or there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

C. All accrued and accumulated sick leave must be exhausted before the advance sick leave is credited. Accrued and accumulated annual leave may remain standing to the credit of employees. The Employer will use its best efforts to answer an employee's request for advanced sick leave within fifteen (15) working days. However, an employee is responsible for applying advance sick leave in writing as far in advance as possible. If the request is denied, the reasons for such denial shall be given in writing. Further, the employee will be given consideration for LWOP consistent with the provisions of personnel rules and regulations.

Section 4 – Other Paid Leave:

A. **Military Leave:** Full-time employees are entitled to leave as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code Section 1-612.03(m) and applicable rules and regulations and the Compensation Units 1 & 2 Agreement, which provide in part the following:

1. Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for any parade or encampment with the D.C. National Guard when ordered by the Commanding General, excluding weekly drills and meetings.

2. Additional military leave with pay will be granted to full-time employees who are members of the reserve components of the Armed Forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed 22 workdays per calendar year.

B. **Court Leave:** Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

C. **Voting Leave:** Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she may, upon request, be granted an amount of excused time which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Leave for voting will be allowed in accordance with the personnel rules and regulations.

D. **Funeral Leave:** Funeral leave shall be granted in accordance with the Compensation Units 1 & 2 Agreement.

E. Civic Duty: Upon advance request and adequate justification employees required to appear before a court or other public body on public business in which they are not personally involved shall be granted leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

F. Examinations: Employees shall be excused without charge to leave in accordance with personnel rules and regulations for the purpose of taking an employment medical examination and examination for induction or enlistment in the active Armed Forces, a District Government owned vehicle operator examination, a civil service examination or other examination which his/her department has requested him/her to take in order to qualify for reassignment, promotion, or continuance of his/her present job, but not for the reserve Armed Forces. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of the Department or agency head, the District Government will benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to the District Government must be requested in accordance with the general leave provisions.

Section 5 - Leave Without Pay:

A. General: Leave of absence without pay for a limited period may be granted at the supervisor's discretion for a reasonable purpose if requested in advance in writing.

B. Union: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee and the Union be granted a leave of absence without pay; provided the written request states the purpose and duration of the absence, and is submitted thirty (30) calendar days in advance of the commencement of the desired period of absence. If the Employer indicates that the requested leave will unduly hamper its operations, it may offer an alternative for consideration by the Union.

C. The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended for similar periods. No more than one employee from a bargaining unit shall be on such extended leave at the same time.

D. Parenthood Leave: Maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence shall be determined by the employee, her physician and her supervisor. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Paternity leave may be granted for a period of up to two (2) weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be a combination of annual leave or leave without pay.

E. Leave may be granted for a period of up to two (2) weeks to an employee who is adopting a child, with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual leave or leave without pay.

F. Union Officer Leave: Attendance at Union sponsored programs may be approved annual leave or leave without pay in accordance with normal leave practices unless Administrative Leave has been approved.

G. Educational Leave: After completing one (1) year of service an employee upon request may be granted a leave of absence for educational purposes provided that successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee is returning from educational leave during which he/she has acquired the qualification of a higher rated position he/she shall not have lost any of his/her rights in being evaluated for the higher graded position.

ARTICLE 17

ADMINISTRATION OF OVERTIME

Section 1 -Distribution:

Overtime work shall be equally distributed among employees. Specific arrangements for the equitable distribution of overtime shall be agreed to at Union Management Cooperation Meetings. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

Section 2:

Management will solicit volunteers when overtime work is required. In the event a sufficient number of qualified volunteers are not available to perform the job functions, overtime work will be assigned to equally qualified employees in inverse order of seniority, unless a different system is worked out on a local-by-local basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

ARTICLE 18

WAGES

Section 1:

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled payday is a holiday, the preceding day shall be the payday. If, for any reason, an employee's paycheck is not available on the prescribed day, or if it does not reflect the full amount due, that employee will be paid as quickly thereafter as is possible, and under no circumstances will he or she be required to wait until the next regular payday.

Section 2:

If an employee's paycheck is delayed, the employee shall immediately notify his/her supervisor. The supervisor shall initiate efforts through the agency controller to obtain a supplemental payment. Supplemental payments will not effectuate normal payroll deductions. Appropriate payroll deductions will be deducted from the employee's subsequent paycheck. (Except DHS, see Attachment 6.)

ARTICLE 19
REDUCTION-IN-FORCE

Section 1 - Definition:

The term reduction-in-force, as used in this Agreement means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of (a) reorganization, (b) abolishment of his/her position, (c) lack of work, (d) lack of funds, (e) new equipment, (f) job consolidation or (g) displacement by an employee with greater retention rights who was displaced because of (a) through (f) above.

Section 2 – Consultation:

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to a reduction-in-force in the bargaining unit. The Employer further agrees to minimize the effect and such reduction-in-force on employees and to consult with the Union toward this end.

Section 3 - Procedure:

A reduction-in-force will be conducted in accordance with the provisions set forth in the Comprehensive Merit Personnel Act [(CMPA), D.C. Official Code § 1-624].

Section 4 – Impact and Effects Bargaining:

In the event of a reduction-in-force, the Employer shall, upon request, provide the Union with appropriate information to insure that the Union can engage in impact and effects bargaining over the reduction-in-force.

Section 5 - Review of Procedures:

In the event of reduction-in-force, the affected employee will receive credit for his/her performance in accordance with the Comprehensive Merit Personnel Act, [D.C. Official Code Ann., Title 1, Section 1-624 (2001 Edition)].

ARTICLE 20
CONTRACTING OUT

Section 1:

During the term of this Agreement the Department shall not contract out work traditionally performed by employees covered by this Agreement, except where Manpower (including expertise and technology) and/or Equipment in the department/agency are not available to perform such work, when it is determined by the Mayor that budgetary conditions exist requiring contracting out, or when it is determined by the Department that emergency conditions exist requiring such contracting out (provided however that the contracting out is for a period of time that the emergency exists). The Agency shall consult with the Union prior to any formal notice to contract out bargaining unit work.

Section 2:

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union thirty (30) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees.

ARTICLE 21
STRIKES AND LOCKOUTS

Section 1 - Definition:

The term strike as used herein means any unauthorized concerted work stoppage or slowdown.

Section 2 - Strikes:

It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District.

Section 3 - Lockouts:

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

Section 4 - Other Considerations:

At no time however, shall employees be required to act as strikebreakers.

ARTICLE 22
GRIEVANCE PROCEDURES

Section 1:

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled as described in this Article unless otherwise agreed to by the parties.

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the Step in the grievance procedure where the alleged action, which precipitated the grievance, occurred.

Step 1: The employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor as soon as is practicable, but no later than fifteen (15) working days from the date of the occurrence or when the Union and/or the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward as soon as is practicable, but not later than fifteen (15) working days after the receipt of the grievance.

Step 2: If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the second level supervisor within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The second level supervisor shall respond to the Union and/or employee in writing within ten (10) working days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the third level supervisor within ten (10) working days after the Step 2 response is due or received, whichever is sooner. The third level supervisor shall respond in writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Office of the Director or his/her designated representative, in writing within fifteen (15) working days after the Step 3 response is due or received, whichever is sooner. The office of the Director, or his/her designated representative shall respond in writing (with a copy to the Local President) within fifteen (15) working days after the receipt of the written grievance and a copy to the Office of Labor Relations and Collective Bargaining.

Step 5: If the grievance is still unresolved, the Union may by written notice request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

Section 3 - Union Participation:

A. The Employer shall notify the Union in writing of all grievances filed by the employees, all grievance hearings and determinations when such employees present grievances without the Union. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

B. Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

Section 4 - Who May Grieve:

Either an employee or the Union may raise a grievance, and if raised by the employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

A. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer, through the Office of Labor Relations and Collective Bargaining, and by the Union as soon as possible after notice of intent to arbitrate is received. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) days after receipt of the list by both parties.

B. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

Section 7 - Expenses of the Arbitrator:

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and make copies available without charge to the other party and the arbitrator.

Section 8 - Time Off For Grievance Hearings:

The Employee, Union Steward and/or Union representative shall upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 3 of Article 6 on Union Stewards.

Section 9 – Time Limits:

All time limits set forth, in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked.

Section 10:

Matters not within the jurisdiction of the department/agency will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

Section 11:

A. The parties agree that a process of grievance mediation may facilitate satisfactory solutions to grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.

B. Grievances may be combined for the purpose of mediation upon mutual agreement by the parties.

ARTICLE 23
EMPLOYEE RIGHTS

Employees of the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Except as expressly provided herein, the freedom shall be recognized as extending to participation in the management of the Union and acting for it in the capacity of a union representative, including representation of its views to the officials of the Mayor, D.C. Council or Congress.

ARTICLE 24
NEW TECHNOLOGY AND EQUIPMENT

Section 1:

Whenever new equipment or technological changes will significantly affect operations, the Employer shall provide notice to the Union at least 60 days in advance. This time limit does not apply to the introduction of equipment or technological changes on an experimental basis. When the Employer introduces such equipment or technological changes on an experimental basis the Employer will notify the Union upon introduction as where the experiment is being conducted and its nature and intended duration and will provide 60 days notice if the experiment is to be instituted permanently.

Section 2:

The Employer shall provide any reasonable training for affected employees to acquire the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours, when reasonably available. The Employer shall bear the expense of the training.

Section 3:

If training is required by the Agency for employment and the training is held outside the employee's normal tour of duty, the employee shall receive compensatory time.

ARTICLE 25
JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description.

ARTICLE 26
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27
DURATION AND FINALITY

Section 1 - Duration of Agreement:

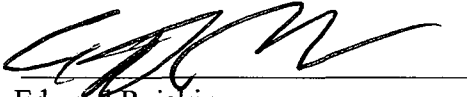
This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September, 2010. Should either party desire to renegotiate, renew, extend or modify this Contract, notice will be given in writing in accordance with the requirements of the Comprehensive Merit Personnel Act. This Agreement shall remain in full force and effect during the period of negotiations.

Section 2 - Finality:

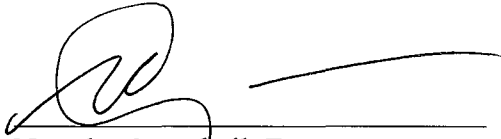
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

On this ____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

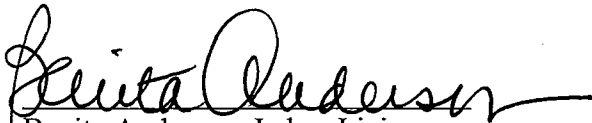


Edward Reiskin
Interim City Administrator/
Deputy Mayor for Public Safety
And Justice



Natasha Campbell, Esq.
Supervisory Attorney Advisor
Office of Labor Relations
and Collective Bargaining

Carol Mitten, Director
Office of Property Management



Benita Anderson, Labor Liaison
Office of Property Management

James D. Brown, Executive Director
Office of the Cable Television and
Telecommunications

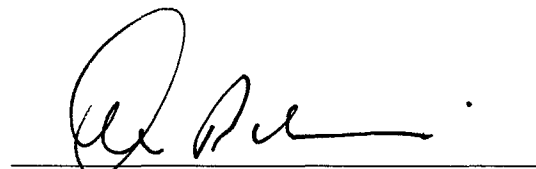
**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**



Geo T. Johnson, Executive Director
AFSCME District Council 20



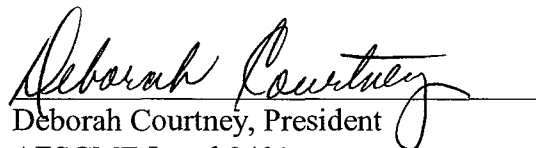
James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



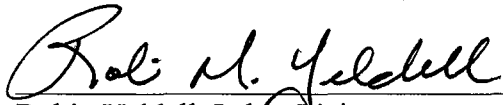
Al Bilik, Executive Assistant
AFSCME District Council 20



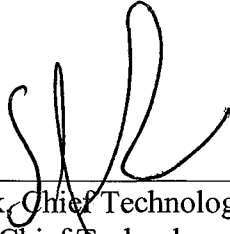
Brenda Featherstone, President
AFSCME Local 1200



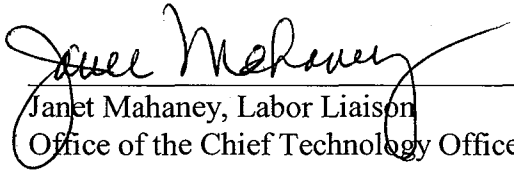
Deborah Courtney, President
AFSCME Local 2401



Robin Yeldell, Labor Liaison
Office of Cable Television and
Technology



Suzanne Peck, Chief Technology Officer
Office of the Chief Technology Officer



Janet Mahaney, Labor Liaison
Office of the Chief Technology Officer



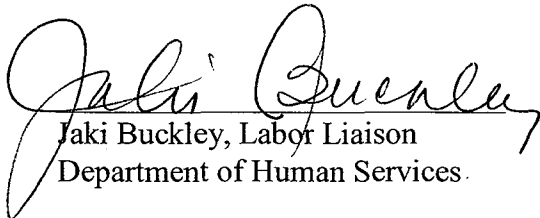
William Howland, Director
Department of Public Works



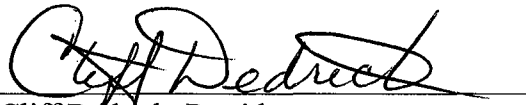
Bertha Guerra, Labor Liaison
Department of Public Works



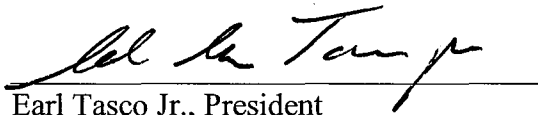
Brian Wilbon, Interim Director
Department of Human Services



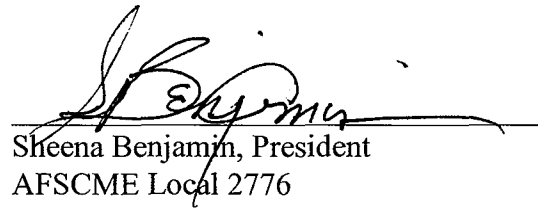
Jaki Buckley, Labor Liaison
Department of Human Services



Cliff Dedrick, President
AFSCME Local 2743



Earl Tasco Jr., President
AFSCME Local 2092



Sheena Benjamin, President
AFSCME Local 2776

Eugene A. Adams

Eugene Adams, Acting Attorney General
Office of the Attorney General

Patricia Higgins

Patricia Higgins, Labor Liaison
Department of Health

Gail Elkins Davis

Gail Elkins Davis, Labor Liaison
Office of the Attorney General

Dr. Gregg Kane

Dr. Gregg Kane, Director
Department of Health

Bernadine Booker Brown

Bernadine Booker-Brown, Labor Liaison
Department of Health

Thomas Hampton

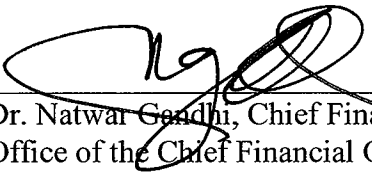
Thomas Hampton, ~~Director~~ *Commissioner*
Department of Insurance, Securities
and Banking

Patricia Haylock

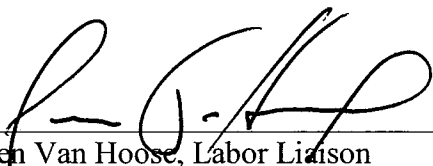
Patricia Haylock, Labor Liaison
Department of Insurance, Securities
and Banking

Dr. Patrick Canavan, Director
Department of Consumer and
Regulatory Affairs


Deborah Bonsack, Labor Liaison
Department of Consumer and
Regulatory Affairs



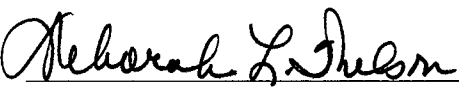
Dr. Natwar Gandhi, Chief Financial Officer
Office of the Chief Financial Officer



Ben Van Hoose, Labor Liaison
Office of the Chief Financial Officer



Uma Ahluwalia, Interim Director
Child and Family Services Agency



Debra Wilson, Labor Liaison
Child and Family Services Agency

**DEPARTMENT OF HUMAN SERVICES AND THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2401**

PARTIES

The parties to this Supplemental Agreement and Attachment to the Master Agreement between the American Federation of State, County and Municipal Employees (AFSCME), District of Columbia Council 20, AFL-CIO and the District of Columbia Government” are AFSCME, Local 2401 and District of Columbia agencies under the personnel authority of the Mayor that have collective bargaining units for which AFSCME, Local 2401 is the certified exclusive collective bargaining representative.

CASELOAD SIZE AND COVERAGE

Unmanageable caseloads and workloads in social service programs are a national problem, which has led to worker burnout, high turnover rates and service gaps for clients. Although, the Union recognizes the Agency's obligation to provide the optimum level of service to all eligible residents of the District of Columbia, consistent with statutory and court-mandated obligations; and to accomplish this within the budgetary and manpower resources which are available for that purpose, the Parties agree that a joint labor-management effort is appropriate to address this problem and the impact on the employees represented by AFSCME, Local 2401.

Accordingly, the parties agree to establish a joint labor-management committee to examine caseload size and coverage and the impact of workload assignments on bargaining unit employees. The committee shall explore solutions to the problem of unmanageable caseloads within the Department of Human Services (DHS) and Office of the Attorney General, Child Support Division and consider issues related to caseload size and coverage in agencies providing direct service delivery and those focusing on oversight or monitoring functions. Membership on the committee shall be determined and appointed by the parties but shall include individuals who have a working knowledge of the issues to be examined by the committee.

The parties agree that the committee shall:

1. Focus immediate attention on the DHS, Income Maintenance Agency;
2. Determine relevant comparisons for analysis of the District’s caseload issues, e.g. national standards in relevant program areas, studies and reports, guidance of relevant industry associations and governing bodies;

3. Seek the participation and assistance of the Child and Family Service Agency.
4. Recommend maximum caseload assignments that will allow employees to effectively perform their job responsibilities.

Within one year of its establishment, the committee shall issue its report and recommendations for a joint labor-management strategy for a long-term solution to the issue of unmanageable caseloads. During the initial year, the committee shall also explore the implementation of pilot programs within relevant agencies to as a means of developing more immediate options for addressing impacts on employees while allowing agencies to provide the optimum level of service to all eligible residents of the District of Columbia, within the budgetary and manpower resources, that include reasonable, obtainable performance requirements for bargaining unit employees.

This provision shall not be interpreted, in any way, to preclude management from assigning work or assigning employees. Rather, this provision represents the parties' joint commitment to work collaboratively to accomplish agency mission requirements and strategic plan goals, while recognizing the rights of employees and their desire for reasonable terms and conditions of employment.

OFFICIAL TRAVEL

The Employer agrees to provide and maintain vehicles for all field related duties in safe operating condition, and to present them for D.C. Safety Inspection at the prescribed time.

Management shall reimburse its employees for expenses incurred for official travel. Employees who have official approval to use their personnel vehicles for agency business shall be paid in accordance with the Compensation Agreement between the District of Columbia and Compensation Units 1 and 2. Reimbursement will be paid directly to the employee with a reasonable time after said expenses have been properly vouchered by said employee.

REST PERIODS

When an employee is required to work two (2) consecutive eight (8) hour shifts, the employee shall be afforded fifteen (15) minutes after the first shift and before the second shift providing there is no interruption of client services.

SAFETY COMMITTEE

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons

of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the agency representatives. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Make recommendations to the Office of Risk Management and the department/agency heads; and,

4. Receive appropriate health and safety training.

B. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.


C. Safety Committees may be reorganized upon agreement of both parties.

On this ____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



**Natasha Campbell
Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining**



**Brian Wilson, Interim Director
Office of Human Services**

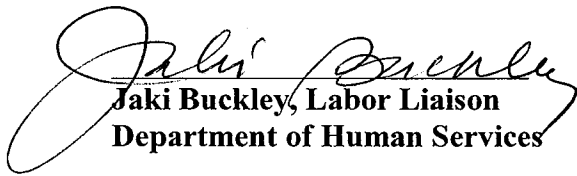
**FOR THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL**




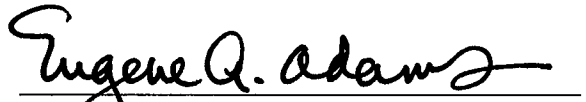
**Geo. T. Johnson,
Executive Director, AFSCME,
District Council 20**

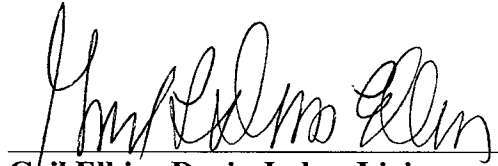


**Deborah Courtney, President
AFSCME, Local 2401**


Jaki Buckley, Labor Liaison
Department of Human Services


Al Bilik, Executive Assistant
AFSCME District Counsel 20


Eugene Adams, Acting Attorney General
Office of the Attorney General


Gail Elkins Davis, Labor Liaison
Office of the Attorney General

**ATTACHMENT NO. 11
TO MASTER AGREEMENT
BETWEEN THE
GOVERNMENT OF THE DISTRICT OF COLUMBIA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
COVERING THE
DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS EMPLOYEES
IN THE BARGAINING UNIT REPRESENTED BY
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
LOCAL 2091**

**ARTICLE 1
RECOGNITION**

The Parties shall file Joint Petitions with the Public Employee Relations Board (“PERB”) to clarify and correct unit certifications, which are inaccurate, or confusing as a result of Agency reorganizations, realignments or name changes. Prior to filing of the joint petitions, the Parties shall confer on the revised unit descriptions.

**ARTICLE 2
REST PERIODS**

All employees working eight (8) hour shifts shall be provided a fifteen (15) minute rest period for each half shift or four (4) hours worked to be scheduled by the supervisor to insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each half-shift or four (4) hours. The same principle shall apply for overtime worked beyond the regular shift except that the employee need work only one (1) or more hours to qualify for the fifteen (15) minute overtime rest period. Where possible, this initial overtime rest period shall be granted prior to the overtime work. The employee shall be given a fifteen (15) minute rest period for every four (4) hours or major portion thereof worked.

**ARTICLE 3
CLEAN-UP TIME**

Employees working eight (8) hour shifts shall be granted a fifteen (15) minute personal clean-up time prior to the end of the shift or prior to the end of overtime.

**ARTICLE 4
ICE MACHINES AND WATER COOLERS**

Section 1: The Employer agrees to furnish and maintain water coolers, ice machines, and cups wherever and whenever necessary. The Employer agrees to service and keep all water coolers, ice machines and drinking fountains in proper working condition.

Section 2: The Employer agrees to provide a stove or microwave and a refrigerator, at all permanent locations for employees' use. The Employer shall maintain stoves, microwaves and refrigerators in good working order subject to normal wear and tear.

**ARTICLE 5
SAFETY COMMITTEES**

Section 1: A Safety Committee comprised of five (5) representatives from AFSCME Local 2091 and five (5) representatives from the District are hereby established in the Department Solid Waste Management Administration. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Safety Committee shall:

- A. Meet on a monthly basis unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings the parties shall submit issues for the agenda. A final agenda must be submitted at least five (5) days in advance of the meeting.
- B. Conduct safety surveys, consider training needs and make recommendations to the Agency; and,
- C. Consult with and advise department/agency safety officer and head; and
- D. Cooperate with the Office of Risk Management.

Section 2: Final reports shall be provided to the Safety Committee on all safety matters initiated by the Committee.

Section 3: The Safety Committee may be reorganized upon agreement of both parties.

**ARTICLE 6
OVERTIME**

Section 1: Management retains the unfettered right to determine necessary job requirements for assignments and to determine the employees who are eligible to work the assignments.

Section 2: Where management determines that employees are equally capable to perform overtime assignments, assignments will be offered to employees on a volunteer basis and distributed equitably among those employees.

Section 3: A list shall be posted for employees to sign up for overtime hours. For work on a Saturday after a Holiday, the list shall be posted for at least five days, two weeks prior to the Holiday. The employee must be present to sign his/her own name on the list. Management will not arbitrarily deny employees overtime. If an employee who volunteers is denied overtime, the supervisor shall notify the employee of the denial.

Section 4: Based on operational demands and/or emergencies when it becomes necessary for management to order mandatory overtime, prior to assigning employees, management will first attempt to request volunteers. If there is an insufficient number of volunteers, mandatory assignments shall be made equitably from among all qualified employees on a reverse seniority basis. For work on a Saturday after a Holiday, the list of mandatory assignments shall be posted at least five days prior to the Holiday.

Section 5: To be eligible for an overtime assignment employees must be able to perform the duties of the assignment as determined by management. Any employee who volunteers and is subsequently assigned to report for duty or is given a mandatory work assignment beyond normal work hours, but fails to report, shall be considered absent without leave (AWOL) and may be disciplined accordingly.

ARTICLE 7 EQUIPMENT AND TOOLS

Section 1: Employees shall be responsible for all equipment and tools issued to the employee by Management or signed out by the employee for temporary use. It shall be the responsibility of each employee to maintain tools and equipment in good working order and to notify management of the need to repair and/or service tools and equipment.

Section 2: Employees may be charged for lost tools and equipment or for loss or damages that result from the failure of an employee to make reasonable efforts to prevent such loss of damage.

Section 3: Employees may submit tools and equipment for replacement based upon a determination that the items are unserviceable; provided that the tools and/or equipment submitted for replacement is an item issued by the Department to the employee. Management shall determine serviceability of the items and establish the procedure to be used by employees to request replacements.

ARTICLE 8 UNIFORMS

Section 1: Employees assigned to the Solid Waste Education and Enforcement Program whose duties require uniforms shall be issued five (5) pairs of pants; five (5) long sleeve shirts; five (5) short sleeve shirts; five (5) winter polo shirts; five (5) summer polo shirts; one (1) pair safety shoes; one (1) raincoat or rain suit; and one (1) winter jacket.

Section 2: All other employees whose duties require uniforms, shall be issued eleven (11) basic uniforms (including shirts, pants and/or coveralls); one (1) set of thermal coveralls for employees who work outside; one (1) light jacket with zip-in lining; one (1) pair safety shoes; one (1) raincoat or rain suit. If appropriate, employees will also be issued one (1) safety vest; one (1) pair of safety goggles and one (1) back brace.

Section 3: Employees issued uniforms and safety equipment are required to wear uniforms and safety equipment on duty.

Section 4: Employees terminating their employment must return all uniforms and safety equipment to the General Foreman prior to receiving their final paycheck.

Section 5: Each employee shall be responsible for the care and upkeep of issued uniforms and safety equipment. Employees may be charged for lost uniforms and equipment or for loss or damages that results from the failure of an employee to make reasonable efforts to prevent such loss or damage.

Section 6: Employees may submit uniform items, including shoes (worn out) or safety equipment for replacement based upon a determination that the items are unserviceable; provided that the uniform and or equipment submitted for replacement is an item issued by the Department to the employee, as described above. The Uniform Committee shall determine serviceability of the items and establish the procedure to be used by employees to request replacements. Requests for replacement shall be submitted to the supervisor.

Section 7: At the request of the employee, the Uniform Committee will consider additional uniforms or protective equipment for employees engaging in brazing, welding, cutting, snow detail, or environmental hazards.

Section 8: Employees assigned to collection of dead animals will be provided appropriate equipment for protection. The Union may recommend new protective equipment and modifications to existing equipment for consideration by the Employer. The Employer shall provide and maintain in working order appropriately refrigerated vehicles used in dead animal collection.

ARTICLE 9
TRASH COLLECTION ROUTE MONITORING

On an as needed basis, the Parties shall form a joint labor-management work group to monitor trash collection routes by: (1) investigating complaints concerning inequities in route structure and (2) recommending to management necessary adjustments for implementation with supporting justification. Reports and recommendations will be a matter of record. The Union shall appoint no more than two employees to the route monitoring work group. An employee designated by the Union must be intimately familiar with the issues being studied. After completion of route inspections or other assigned committee duties, employees will return to their regularly assigned duties. If necessary, the employee shall be furnished transportation by the Employer to perform assigned route monitoring functions.

ARTICLE 10
REFUSE COLLECTION

Section 1 - Refuse Collection: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day. If more than eight (8) hours are required to satisfactory complete a scheduled route, the employees shall be compensated for the total number of hours worked. Notwithstanding the above, no crew shall be required to collect more than four (4) loads using a 16-Cubic Yard packer vehicle. A refuse collection crew shall be composed of a crew chief/motor vehicle operator and two sanitation work collectors.

Section 2: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task.

Section 3: The daily task for employees engaged in the collection of refuse means the satisfactory completion of a refuse collection route by a crew using the following work standards:

- A. All containerized and non-containerized refuse must be collected at the authorized point of collection and containers returned to their original location;
- B. All small bulk items, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste will be collected at the authorized point of collection; and
- C. The clean up of all spillage.

Section 4: In addition to the above work standards, refuse collection crews in the twice a week area shall perform the following task on assigned days.

Mondays and Tuesdays: Satisfactory completion of assigned route, not to exceed four (4) loads using a 16-Cubic Yard packer vehicle.

Wednesdays: Assigned to street and alley cleaning: All crews. Management reserves the right to assign trash collection work in lieu of street and alley cleaning assignments on Wednesdays.

Thursdays and Fridays: Satisfactory completion of assigned route to include all collectible bulky items, as set forth in Article 10, Section 3.B.

Section 5: The Parties agree that the joint labor-management work group, established in Article 9 of this Attachment, shall immediately begin the investigation of trash collection route structure and practices and, within six months of the date of this Agreement, consult, confer and provide recommendations concerning more effective methods of responding to constituent needs and current Agency workload requirements. Thereafter, the parties shall meet and bargain over (or in the alternative, through collaborative processes agree on) any proposed changes to trash collection route structure and practices.

Section 6 - Alley Cleaning: The employer reserves the right to assign trash crews to an alley-cleaning route. Satisfactory completion of an alley cleaning route shall include sweeping, brooming, shoveling and removal of all visible trash, small bulk, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste, and dirt from fence line to fence line. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day.

ARTICLE 11 ENVIRONMENTAL CRIMES UNIT (ECU)

Section 1: Although employees assigned to the Environmental Crimes Unit (ECU) work under the general oversight of the MPD supervisor (sergeant) for daily operations, it is understood that these employees will remain administratively accountable to the command level DPW (Division Official).

Section 2: The employer agrees to provide employees assigned to ECU access to employee health services as proscribed in Article 9, entitled, ***Safety and Health***, Sections 7 and 12.

ARTICLE 12
COMMITTEE TO REVIEW PROCESS OF COLLECTION OF REFUSE AND RECYCLABLE PRODUCTS

Section 1: The Union and the Department agree to establish the “Committee to Review the Current Process of Collection of Refuse and Recyclable Products” (the Committee) to review the process of collection of refuse and recyclable products.

Section 2: The parties agree that within one month of the date of the ratification of this Agreement, the Committee to Review the Current Process of Collection of Refuse and Recyclable Products will be established.

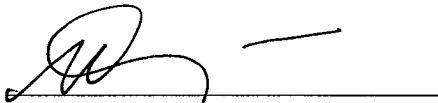
Section 3: The Committee shall be comprised of eight (8) members, with four (4) members designated by the Union and four (4) members designated by the Employer. The Committee will submit a report of its findings, including pros and cons of the current system or any proposed system(s); recommendations and conclusion(s) no later than (4) months after the initial meeting. The four (4) month period may be extended by mutual consent of the parties. The arbitration provisions outlined in the collective bargaining agreement may be invoked by either party to resolve issues. The Committee may by consensus discuss and consider other issues that are not mandatory bargaining subjects, if directly related to reviewing the current process of trash collection and recyclable products.

Section 4: The Committee shall meet at least once per month, unless mutually agreed otherwise. Each party may bring a specialist to speak on or clarify.

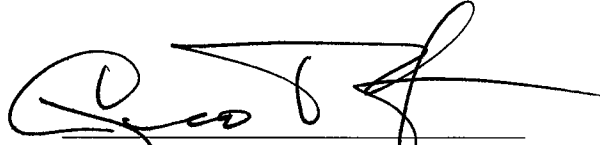
On this ____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**



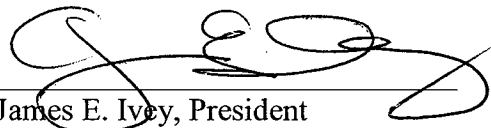
Natasha Campbell
Supervisory Attorney Advisor
Office of Labor Relations
And Collective Bargaining



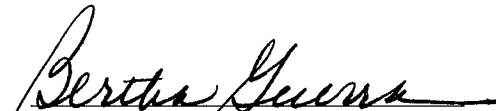
Geo. T. Johnson, Executive Director
AFSCME District Council 20



William Howland
Director
Department of Public Works



James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091



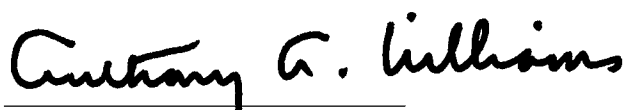
Bertha Guerra, Labor Liaison
Department of Public Works



Al Bilik, Executive Assistant
AFSCME District Council 20

APPROVAL

The Collective Bargaining Agreement between the District of Columbia Government and the American Federation of State, County and Municipal Employees, District Council 20 (for Locals 2091, 2743, 2401, 1200 and 2092), dated has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (Section 1-617.15(a), D.C. Official Code, 2001 Edition) and is hereby approved this 28th day of December, 2006.



Anthony A. Williams
Mayor

**COMPENSATION COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE October 1, 2017 through September 30, 2021

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1: WAGES	3
ARTICLE 2: METRO PASS	4
ARTICLE 3: PRE-PAID LEGAL PLAN	4
ARTICLE 4: DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE	5
HOME PURCHASE PROGRAM.....	5
ARTICLE 5: BENEFITS COMMITTEE.....	6
ARTICLE 6: BENEFITS	7
ARTICLE 7: OVERTIME	14
ARTICLE 8: INCENTIVE PROGRAMS.....	15
ARTICLE 9 CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY	16
ARTICLE 10: MILEAGE ALLOWANCE.....	18
ARTICLE 11: ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT	19
ARTICLE 12: BACK PAY	19
ARTICLE 13: DUTY STATION COVERAGE.....	20
ARTICLE 14: GRIEVANCES.....	20
ARTICLE 15: LOCAL ENVIRONMENT PAY	20
ARTICLE 16: NEWLY CERTIFIED BARGAINING UNITS	22
ARTICLE 17: TERM AND TEMPORARY EMPLOYEES	22
ARTICLE 18: ADMINISTRATIVE CLOSING	24
ARTICLE 19: SAVINGS CLAUSE	24
ARTICLE 20: DURATION	25
On-Call Notification Template	Appendix 1
(July 26, 2010)	

PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2018:

Effective the first day of the first full pay period beginning on or after October 1, 2017, the FY 2018 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

SECTION B: FISCAL YEAR 2019:

Effective the first day of the first full pay period beginning on or after October 1, 2018, the FY 2019 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 2%.

SECTION C: FISCAL YEAR 2020:

Effective the first day of the first full pay period beginning on or after October 1, 2019, the FY 2020 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

SECTION D: FISCAL YEAR 2021:

1. Effective the first day of the first full pay period beginning on or after October 1, 2020, the FY 2021 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3.5%.

2. A portion of the cost of the District's proposal to increase wages for FY 18 – 3%, FY 19 – 2%, FY 20 – 3%, and FY 20 – 3.5% will be paid for from a portion of the funds set aside by the Bowser Administration for Compensation and Classification Reform. As a result, the Union will withdraw its Compensation and Classification Reform grievances in their entirety (both master and individual grievances).

ARTICLE 2: METRO PASS

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The metro transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia government.

ARTICLE 3: PRE-PAID LEGAL PLAN

SECTION A:

The Employer shall make a monthly contribution of twelve dollars and fifty cents (\$12.50) in FY 2018 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of fifteen dollars (\$15.00) in FY 2019 for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) in FY 20 for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program.

SECTION B:

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

SECTION C:

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

SECTION D:

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

SECTION E:

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

ARTICLE 4: DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

SECTION A:

The Parties shall continue the Joint Labor-Management Taskforce on Employee Housing.

SECTION B:

Pursuant to the DPM, Part 1, Chapter 3 §301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District of Columbia, a joint Labor-Management Task Force on Employee Housing was established during previous negotiations with Compensation Units 1 & 2. The Taskforce strives to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce collaborates with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for bargaining unit employees, who have been employed by the District Government for at least one year.

SECTION C:

The parties agree that \$500,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.

SECTION D:

Any funds set aside in Fiscal Years 2018, 2019, 2020, and 2021 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2018 – FY 2021.

ARTICLE 5: BENEFITS COMMITTEE

SECTION A:

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2. The Benefits Committee shall meet quarterly, in January, April, July and October of each year.

SECTION B: RESPONSIBILITIES:

The Parties shall be authorized to consider all matters that concern the benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Parties shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may, by consensus, discuss and consider other benefit issues that are not mandatory bargaining subjects.

SECTION C:

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).
4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.
5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).

6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

ARTICLE 6: BENEFITS

SECTION A: LIFE INSURANCE:

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional \$2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Optional Plan	Additional Coverage	Premium Amount
Option A – Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

SECTION B: HEALTH INSURANCE:

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.

SECTION C: OPTICAL AND DENTAL:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program, which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

SECTION E: ANNUAL LEAVE:

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

SECTION F: SICK LEAVE:

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

SECTION G: OTHER FORMS OF LEAVE:

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2001 Edition).

3. **Funeral Leave:**

a. An employee is entitled to three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

b. For the purpose of this section "immediate relative" means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt, uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

SECTION H: PRE-TAX BENEFITS:

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

SECTION I: RETIREMENT:

1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS): As prescribed by 5 U.S.C. §8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:

Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a “law enforcement officer” within the meaning of 5 U.S.C. §8331(20)(D); and
- (b) eligible for benefits under the special retirement provision for law enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of Personnel Management in accordance with applicable law and regulation.

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

The District of Columbia shall continue the Defined Contribution Pension Plan currently in effect which includes:

- (1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.

(3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the “Enhanced Retirement Program.”

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.

4. TIAA-CREF PLAN:

For eligible education service employees at the University of the District of Columbia hired by the University or a predecessor institution, the University will contribute an amount not less than seven percent (7%) of their base salary to the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF).

SECTION J: HOLIDAYS:

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) Emancipation Day, April 16th;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year;
- (k) Christmas Day, December 25th of each year; and
- (l) Inauguration Day, January 20th of each 4th year

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

ARTICLE 7: OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of an employees assigned tour of duty in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

SECTION B: Compressed, Alternate and Flexible Schedules:

1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

2. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

SECTION C:

Subject to the provisions of Section D of this Article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

SECTION D:

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

SECTION E:

Paramedics and Emergency Medical Services Technicians employed by the Fire and Emergency Medical Services Department and represented by the American Federation of Government Employees, Local 3721 shall earn overtime after they have worked 40 hours in a week.

ARTICLE 8: INCENTIVE PROGRAMS

PART I - SICK LEAVE INCENTIVE PROGRAM:

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

SECTION A:

A full time employee who is in a pay status for the full calendar leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this Article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

SECTION C:

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

SECTION D:

All incentive days must be used in full-day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

SECTION E:

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

SECTION F:

This program shall be in effect in Fiscal Years, 2018, 2019, 2020 and 2021.

PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia Government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

ARTICLE 9 CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY

SECTION A: CALL-BACK

A minimum of four (4) hours of overtime, shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment

SECTION B: CALL-IN

1. When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of overtime shall be credited to the employee.

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

SECTION C: ON-CALL

1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. An employee is on-call when a determination has been made that the work of that position requires the employee to remain accessible and available to the point where his or her time cannot be used effectively for the employee's own personal purposes.

3. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

SECTION D: HOLIDAY PAY

An employee who is required to work on a legal holiday falling within his or her regularly scheduled tour of duty, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

SECTION E: NIGHT DIFFERENTIAL

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

SECTION F: PAY FOR SUNDAY WORK

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work actually performed which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday

premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, Section 1154 of the District Personnel Manual, "Recruitment and Retention Incentives – Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.

2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

3. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS**

Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

ARTICLE 10: MILEAGE ALLOWANCE

SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

SECTION C:

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for

such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

SECTION D:

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

SECTION E:

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

ARTICLE 11: ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for the District of Columbia Government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

ARTICLE 12: BACK PAY

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. The responsible Agency shall submit the SF-52 and all other required documentation to the Department of Human Resources within thirty (30) days upon receipt from the employee of relevant documentation.

ARTICLE 13: DUTY STATION COVERAGE

The Fire and Emergency Medical Services employees and the correctional officers at the Department of Corrections and the Department of Youth Rehabilitative Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

ARTICLE 14: GRIEVANCES

SECTION A:

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

SECTION B:

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement.

ARTICLE 15: LOCAL ENVIRONMENT PAY

SECTION A:

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the hazard, physical hardship, or unusual nature of the working condition, additional pay is warranted. Even though additional pay for exposure to a hazard, physical hardship, or unusual working condition is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or unusual working condition. The existence of pay for exposure to hazardous working conditions or hardships in a local environment is not intended to condone work practices that circumvent safety laws, rules and regulations.

SECTION B:

Local environment pay is paid for exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

SECTION C:

Wage Grade (WG) employees as listed in Chapter 11B, Appendix C of the DPM and any other employee including District Service (DS) employees as determined pursuant to Section 4 of this Article and Chapter 11B, Subpart 10.6 of the DPM are eligible for environmental differentials.

SECTION D:

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

SECTION E:

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

1. **Severe Exposure.** Employees subject to “Severe” exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “severe” exposure:

- High Work

2. **Moderate Exposure.** Employees subject to “Moderate” exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “moderate” exposure:

- Explosives and Incendiary Materials – High Degree Hazard
- Poison (Toxic Chemicals) – High Degree Hazard
- Micro Organisms – High Degree Hazard

3. **Low Exposure.** Employees subject to “Low” exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for “low” exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals

- Explosives and Incendiary Materials
 - Low Degree Hazard
- Poison (Toxic Chemicals)
 - Low Degree Hazard
- Micro Organisms
 - Low Degree Hazard

SECTION F:

These changes to local environment pay shall not take effect until the payroll modules of PeopleSoft are implemented by the District of Columbia.

ARTICLE 16: NEWLY CERTIFIED BARGAINING UNITS

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

ARTICLE 17: TERM AND TEMPORARY EMPLOYEES

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Union representing the employees in Compensation Units 1 and 2 agree to the following:

SECTION A:

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement shall continue and will identify temporary and term employees whose current term and or temporary appointments extend to September 30, 2021, and who perform permanent services in District agency programs.

SECTION B:

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable

law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

SECTION C:

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status as of September 30, 2017, and are paid from appropriated funding to the career service prior to the end of the FY 2018 – FY 2021 Compensation Agreement.

SECTION D:

Prior to the end of the FY 2018 – FY 2021 Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2017, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

SECTION E:

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

SECTION F:

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

SECTION G:

A Joint-Labor Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The Committee will facilitate the implementation of this Article should difficulties arise in the Joint-Labor Management Committees set forth in Section A.

SECTION H:

District agencies will first post vacant career service positions internal to the Agency for bargaining unit term and temporary employees to apply and compete before posting the positions externally. There shall be no direct appointments.

ARTICLE 18: ADMINISTRATIVE CLOSING

SECTION A:

1. Employees designated as “Essential Employees” are those who work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. “Essential Employees” must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as “Essential” no further notice is required as long as the employee continues to occupy the position designated “Essential”.

2. Employees designated “Emergency Employees” are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. “Emergency Employees” may be required to work when a situation or condition occurs and result in early dismissal for other employees, government closing or during other emergencies. Once an employee has been notified by his/her employing agency that his/her position is designated as “Emergency”, the designation will remain in effect until the designation is terminated in writing.

3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, et seq.

4. As applicable, employees required to work when all other District Government employee are released as a result of an administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

SECTION B:

The determination as to whether the employee receives overtime or compensatory time will be at the time employee’s election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

ARTICLE 19: SAVINGS CLAUSE

SECTION A:

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

SECTION B:

The terms of this contract supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through September 30, 2021. On this 25th day of February 2018, and as witness the parties hereto have set their signature.

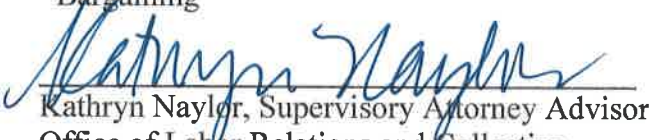
Compensation Units One and Two Collective Bargaining Agreement

On this 26th day of February, 2018, as witness the parties hereto have set their signature.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



Repunzelle Bullock, Interim Director
Office of Labor Relations and Collective
Bargaining



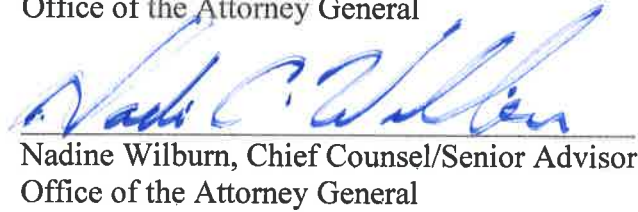
Kathryn Naylor, Supervisory Attorney Advisor
Office of Labor Relations and Collective



Eugene A. Adams, Director
Office of Administrative Hearings
Office



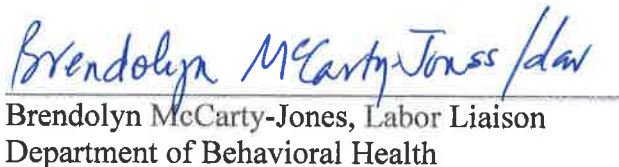
Karl Racine, Attorney General
Office of the Attorney General



Nadine Wilburn, Chief Counsel/Senior Advisor
Office of the Attorney General



Tanya Royster, MD, Director
Department of Behavioral Health

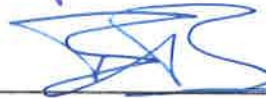


Brendolyn McCarty-Jones, Labor Liaison
Department of Behavioral Health

FOR THE UNIONS



Andrew Washington, Executive Director
AFSCME, District Council 20



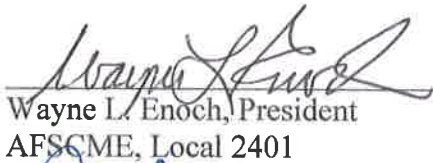
Eric Bunn, Sr. National Vice President
AFGE, District 14



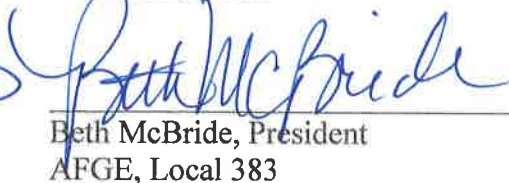
Lee Blackmon, National Representative
NAGE, District of Columbia Regional



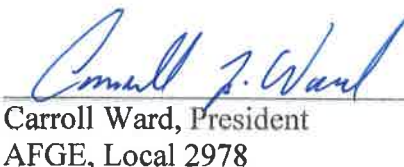
Steve Anderson, President
AFGE, Local 1403



Wayne L. Enoch, President
AFSCME, Local 2401



Beth McBride, President
AFGE, Local 383



Carroll Ward, President
AFGE, Local 2978




Angie M. Gates, Director
D.C. Office of Cable Television, Film, Music and
Entertainment

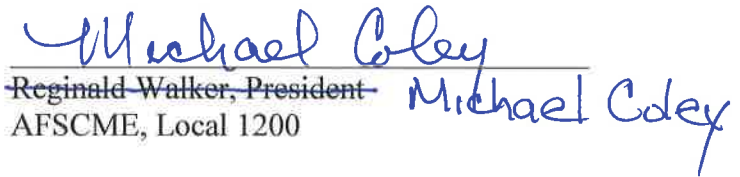




Barry Carey, President
AFSCME, Local 2091

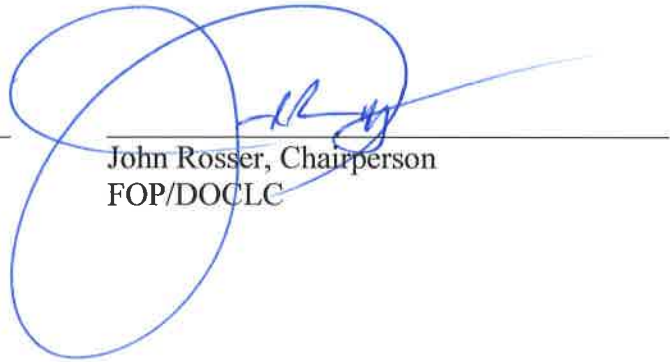
Dr. Steven Johnson, Labor Liaison
D.C. Office of Cable Television, Film,
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Wanda Shelton Martin, Area Director
1199 NUHHCE

Roger A. Mitchell, Jr. MD, Chief Medical
Examiner
Office of the Chief Medical Examiner


~~Reginald Walker, President~~
AFSCME, Local 1200
Beverly Fields, Labor Liaison
Office of the Chief Medical Examiner
Miranda Gillis, President
AFGE, Local 2725

Barney Krucoff, Interim Chief Technology
Officer
Office of the Chief Technology Officer

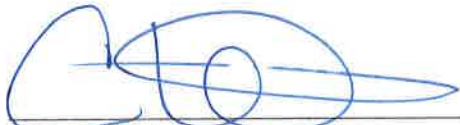


John Rosser, Chairperson
FOP/DOCLC

Pamela Brown, Esq., General Counsel
Office of the Chief Technology Officer

Keith Washington, President
AFSCME, Local 2092


Brenda Donald, Director
Child and Family Services Agency
Lisa Blackwell, Executive President
AFGE, Local 1000



Nina McIntosh-Jones, Labor Liaison
Child and Family Services Agency

Christal Williams

Melinda M. Bolling, Director
Department of Consumer and
Regulatory Affairs



Aretha Lyles, President
AFGE, Local 3721



Gina Walton, President
AFGE, Local 1975

Don Tatum, Labor Liaison
Department of Consumer and
Regulatory Affairs

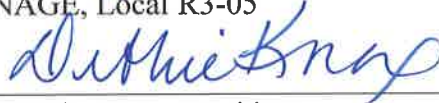
Lisa Wallace, Vice President
1199 SEIU/UHWE



George A. Schutter, Chief Procurement Officer
Office of Contracting and Procurement



Harvey Cannon, President
NAGE, Local R3-05



Debbie Knox, President
NAGE, Local R3-07

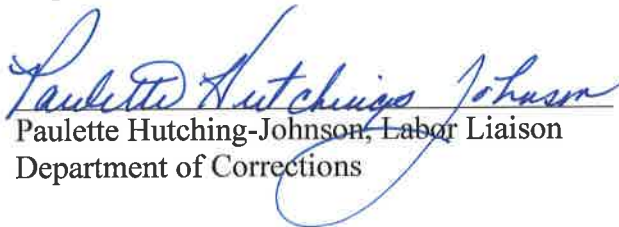
Gina Toppin, Labor Liaison
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David Hackney, President
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Paulette Hutchings-Johnson, Labor Liaison
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LaToya McDowney, President
NAGE, Local R3-09

Andrew Reese, Director
Department on Disability Services



Barbara Milton, President
AFGE, Local 631

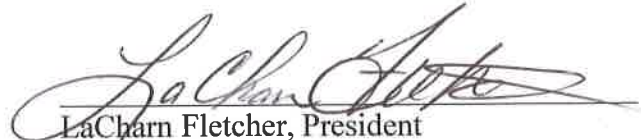


Jessica Gray, Labor Liaison
Department on Disability Services



Barbara Jones, President
AFGE, Local 2741

Odie Donald II, Director
D.C. Department of Employment
Services



LaCharn Fletcher, President
FOP/DC Protective Services-PDLC


Van Freeman, Deputy Chief of Staff
D.C. Department of Employment
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Thomas Ratliff, President
Teamsters, Local 639


Tommy Wells, Director
Department of Energy and the
Environment

Michael Flood, President
AFSCME, Local 2921

Talisha Pitt, Labor Liaison
Department of Energy and the
Environment



Ritchie Brooks, President Rec Secy
Teamsters, Local 730



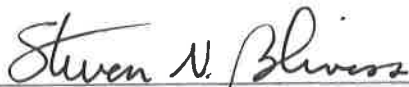
Richard L. Johnson



Gregory Dean, Chief
Fire and Emergency Medical Services
Department



Felicia Dantzler, President
AFSCME, Local 2743



Steven N. Blivess, Esq., Labor Liaison
Fire and Emergency Medical Services
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Ernest Chrappah

Ernest Chrappah, Chairman
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Debra Walker

Debra Walker, President
AFSCME, Local 709

Tonya Ricks

Tonya Ricks, Labor Liaison
D.C. Department of For-Hire Vehicles

Andre Phillips
~~Andre Phillips~~, Chairperson *ANDRE Phillips*
FOP/DYRSLC

Janifer Smith, PhD, Director
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Robert Hollingsworth, President
AFSCME, Local 2776

Rasheed Raj, General Counsel
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Antoinette White-Richardson, President
AFSCME, Local 1808

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Darrin Roach
Darrin Roach, President
AFSCME, Local 877

Brittney A. Wright

Brittney A. Wright, Labor Liaison
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LaVerne Gooding-Jones, President
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Kathleen Ognibene, Labor Liaison
Department of Health

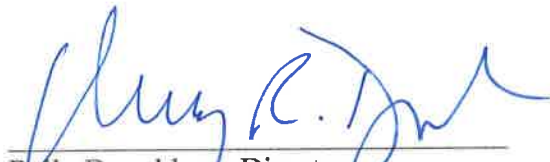
Perlsha Gales, President
Alliance of Independent Workers Union

Christopher Rodriguez, Director
Homeland Security and Emergency
Management Agency



George Barksdale, President
AFGE, Local 3444

Anthony Crispino, Labor Liaison
Homeland Security and Emergency
Management Agency



Pelly Donaldson, Director
Department of Housing and
Community Development

Drew Hubbard, Labor Liaison
Department of Housing and
Community Development



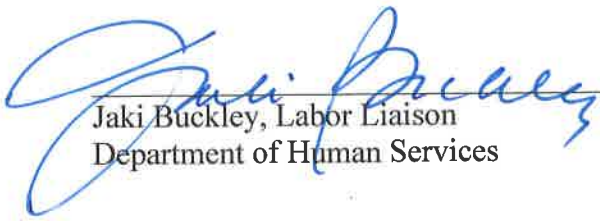
Monica Palacio, Director
D.C. Office of Human Rights



Ayanna Lee, Labor Liaison
D.C. Office of Human Rights



Laura Zeilinger, Director
Department of Human Services



Jaki Buckley, Labor Liaison
Department of Human Services

Stephen C. Taylor, Commissioner
Department of Insurance, Securities
And Banking

Katrice Purdie, Labor Liaison
Department of Insurance, Securities
And Banking

Lucinda Babers, Director
Department of Motor Vehicles

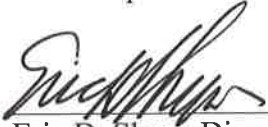
Odessa Nance, Labor Liaison
Department of Motor Vehicles

Peter Newsham, Chief
D.C. Metropolitan Police Department

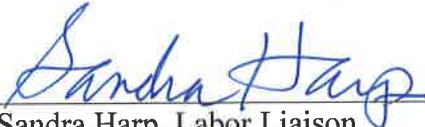
Mark Viehmeyer, Labor Liaison
D.C. Metropolitan Police Department

Keith A. Anderson, Director
D.C. Department of Parks and Recreation

Kwelli Sneed, MBA, CPM, Labor Liaison
D. C. Department of Parks and Recreation



Eric D. Shaw, Director
D.C. Office of Planning



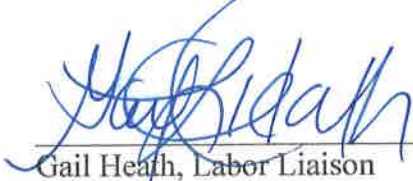
Sandra Harp, Labor Liaison
D.C. Office of Planning

Antwan Wilson, Chancellor
D.C. Public Schools

Kaitlyn Girard, Director
Labor Management and Employee Relations
D.C. Public Schools



For Christopher Shorter, Director
Department of Public Works



Gail Heath, Labor Liaison
Department of Public Works



Jed Ross, Chief Risk Officer
Office of Risk Management

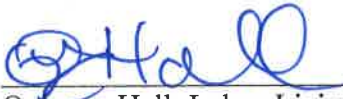


~~Eric Glover, Esq.~~, Labor Liaison
Office of Risk Management

MARCO
CARLOS



Hanseul Kang, Superintendent
Office of the State Superintendent
Of Education




Quiyana Hall, Labor Liaison
Office of the State Superintendent
Of Education

Jeff Marootian, Director
District Department of Transportation

Nana Bailey, Labor Liaison
District Department of Transportation

Karima Holmes, Director
Office of Unified Communications

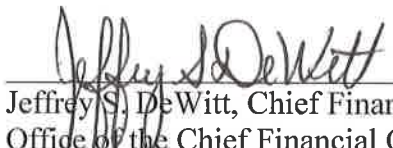
Yvonne McManus, Labor Liaison
Office of Unified Communications



Clinton Lacey, Director
Department of Youth Rehabilitation Services



Trey Stanback, Labor Liaison
Department of Youth Rehabilitation Services



Jeffrey S. DeWitt, Chief Financial Officer
Office of the Chief Financial Officer



LaSharn Moreland, ~~Labor Liaison~~ *EXECUTIVE DIRECTOR, HUMAN RESOURCES*
Office of the Chief Financial Officer



Richard Reyes-Gavilan, Executive Director
D.C. Public Libraries



Barbara Kirven, Labor Liaison
D.C. Public Libraries

Veronica Ahern, Executive Director
D.C. Public Service Commission

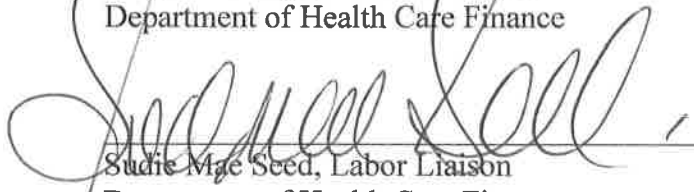
Richard Beverly, General Counsel
D.C. Public Service Commission

Ronald Mason, Jr., J.D., President
University of the District of Columbia

Patricia Cornwell Johnson, Vice President
Human Resources
University of the District of Columbia



Wayne Turnage, M.P.A., Director
Department of Health Care Finance



Stodie Mae Seed, Labor Liaison
Department of Health Care Finance

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated Jan 23, 2018, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code and is hereby approved on this 24th day of February, 2018.


Muriel Bowser
Mayor

APPENDIX 1

Management's Proposal

7/26/10

INSERT DATE

Firstname Lastname

Position/Title

Department/Division

RE: On-Call Notification

Dear Mr./Ms. Lastname:

You are hereby notified that you shall be placed in an "on-call" status effective **On-Call Dates** between the hours of **Start AM/PM** and **End AM/PM**. During the aforementioned hours, you are required to be available to report for work within **a reasonable time (not to exceed two hours)**. You are expected to be available by phone for the duration of the "on-call" period. You are expected to answer when called or return a call from INSERT AGENCY management within a reasonable amount of time (not to exceed **30 minutes**).

Sincerely,

SUPERVISOR/MANAGER NAME

SUPERVISOR POSITION/TITLE



COUNCIL OF THE DISTRICT OF COLUMBIA
THE JOHN A. WILSON BUILDING
1350 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004

February 23, 2018

The Honorable Muriel E. Bowser
Mayor of the District of Columbia
1350 Pennsylvania Avenue, N.W., 3rd Floor
Washington, D.C. 20004

Dear Mayor Bowser:

This is to inform you of the status of a proposed resolution transmitted to the Council in accordance with D.C. Official Code § 1-617.17(j). The below proposed resolution has been deemed approved by virtue of the Council having taken no action to disapprove it.

<u>Proposed Resolution</u>	<u>Title</u>	<u>Date of Approval</u>
PR 22-738	Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2018 - FY 2021, Approval Resolution of 2018	February 23, 2018

If you have any questions please contact me at 202-724-8032.

Sincerely,

Phil Mendelson
Chairman of the Council

cc: Committee on Labor and Workforce Development



District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Service Code Definition: Professional and Scientific

Fiscal Year: 2018

Effective Date: October 1, 2017

Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS

Peoplesoft Schedule: DS0077

X01

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
9 \$	52,570 \$	54,249 \$	55,928 \$	57,607 \$	59,286 \$	60,965 \$	62,644 \$	64,323 \$	66,002 \$	67,681 \$	1,679
10 \$	57,670 \$	59,519 \$	61,368 \$	63,217 \$	65,066 \$	66,915 \$	68,764 \$	70,613 \$	72,462 \$	74,311 \$	1,849
11 \$	63,337 \$	65,372 \$	67,407 \$	69,442 \$	71,477 \$	73,512 \$	75,547 \$	77,582 \$	79,617 \$	81,652 \$	2,035
12 \$	78,364 \$	80,797 \$	83,230 \$	85,663 \$	88,096 \$	90,529 \$	92,962 \$	95,395 \$	97,828 \$	100,261 \$	2,433
13 \$	90,288 \$	93,183 \$	96,078 \$	98,973 \$	101,868 \$	104,763 \$	107,658 \$	110,553 \$	113,448 \$	116,343 \$	2,895
14 \$	106,715 \$	110,133 \$	113,551 \$	116,969 \$	120,387 \$	123,805 \$	127,223 \$	130,641 \$	134,059 \$	137,477 \$	3,418

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2018 Service Code Definition: Technical and Paraprofessional

Effective Date: October 1, 2017 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
Peoplesoft Schedule: DS0078
X02

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
5 \$	35,445 \$	36,679 \$	37,913 \$	39,147 \$	40,381 \$	41,615 \$	42,849 \$	44,083 \$	45,317 \$	46,551 \$	1,234
6 \$	39,271 \$	40,640 \$	42,009 \$	43,378 \$	44,747 \$	46,116 \$	47,485 \$	48,854 \$	50,223 \$	51,592 \$	1,369
7 \$	43,518 \$	45,030 \$	46,542 \$	48,054 \$	49,566 \$	51,078 \$	52,590 \$	54,102 \$	55,614 \$	57,126 \$	1,512
8 \$	47,792 \$	49,314 \$	50,836 \$	52,358 \$	53,880 \$	55,402 \$	56,924 \$	58,446 \$	59,968 \$	61,490 \$	1,522
9 \$	52,570 \$	54,249 \$	55,928 \$	57,607 \$	59,286 \$	60,965 \$	62,644 \$	64,323 \$	66,002 \$	67,681 \$	1,679
10 \$	57,670 \$	59,519 \$	61,368 \$	63,217 \$	65,066 \$	66,915 \$	68,764 \$	70,613 \$	72,462 \$	74,311 \$	1,849
11 \$	63,337 \$	65,372 \$	67,407 \$	69,442 \$	71,477 \$	73,512 \$	75,547 \$	77,582 \$	79,617 \$	81,652 \$	2,035

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2018 Service Code Definition: Clerical and Administrative Support

Effective Date: October 1, 2017 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0079
 X03

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
2 \$	28,676	\$ 29,679	\$ 30,682	\$ 31,685	\$ 32,688	\$ 33,691	\$ 34,694	\$ 35,697	\$ 36,700	\$ 37,703	\$ 37,703	\$ 1,003
3 \$	31,251	\$ 32,335	\$ 33,419	\$ 34,503	\$ 35,587	\$ 36,671	\$ 37,755	\$ 38,839	\$ 39,923	\$ 41,007	\$ 41,007	\$ 1,084
4 \$	32,776	\$ 33,889	\$ 35,002	\$ 36,115	\$ 37,228	\$ 38,341	\$ 39,454	\$ 40,567	\$ 41,680	\$ 42,793	\$ 42,793	\$ 1,113
5 \$	35,445	\$ 36,679	\$ 37,913	\$ 39,147	\$ 40,381	\$ 41,615	\$ 42,849	\$ 44,083	\$ 45,317	\$ 46,551	\$ 46,551	\$ 1,234
6 \$	39,271	\$ 40,640	\$ 42,009	\$ 43,378	\$ 44,747	\$ 46,116	\$ 47,485	\$ 48,854	\$ 50,223	\$ 51,592	\$ 51,592	\$ 1,369
7 \$	43,518	\$ 45,030	\$ 46,542	\$ 48,054	\$ 49,566	\$ 51,078	\$ 52,590	\$ 54,102	\$ 55,614	\$ 57,126	\$ 57,126	\$ 1,512
8 \$	47,792	\$ 49,314	\$ 50,836	\$ 52,358	\$ 53,880	\$ 55,402	\$ 56,924	\$ 58,446	\$ 59,968	\$ 61,490	\$ 61,490	\$ 1,522
9 \$	52,570	\$ 54,249	\$ 55,928	\$ 57,607	\$ 59,286	\$ 60,965	\$ 62,644	\$ 64,323	\$ 66,002	\$ 67,681	\$ 67,681	\$ 1,679

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Service Code Definition: Corrections and Other Occupation Groups

Fiscal Year: 2018

Effective Date: October 1, 2017

Union/Nonunion: Union

Job Series:

- 0006 Correctional Program Specialist
- 0081 Fire Protection Specialist
- 0101 Correctional Treatment Specialist
- 0390 Telecommunications Equipment Operator
- 1802 Cellblock Technician (Cellblock Only)
- 1811 Criminal Investigator
- 2151 Dispatcher (OUC Only)

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0067
 X04

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Step														Between Steps																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
	1	2	3	4	5	6	7	8	9	10																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
4 \$	38,024	\$ 39,080	\$ 40,136	\$ 41,192	\$ 42,248	\$ 43,304	\$ 44,360	\$ 45,416	\$ 46,472	\$ 47,528	\$ 48,584	\$ 49,640	\$ 50,696	\$ 51,752	\$ 52,808	\$ 53,864	\$ 54,920	\$ 55,976	\$ 57,032	\$ 58,088	\$ 59,144	\$ 60,200	\$ 61,256	\$ 62,312	\$ 63,368	\$ 64,424	\$ 65,480	\$ 66,536	\$ 67,592	\$ 68,648	\$ 69,704	\$ 70,760	\$ 71,816	\$ 72,872	\$ 73,928	\$ 74,984	\$ 76,040	\$ 77,096	\$ 78,152	\$ 79,208	\$ 80,264	\$ 81,320	\$ 82,376	\$ 83,432	\$ 84,488	\$ 85,544	\$ 86,600	\$ 87,656	\$ 88,712	\$ 89,768	\$ 90,824	\$ 91,880	\$ 92,936	\$ 93,992	\$ 95,048	\$ 96,104	\$ 97,160	\$ 98,216	\$ 99,272	\$ 100,328	\$ 101,384	\$ 102,440	\$ 103,496	\$ 104,552	\$ 105,608	\$ 106,664	\$ 107,720	\$ 108,776	\$ 109,832	\$ 110,888	\$ 111,944	\$ 112,000	\$ 113,056	\$ 114,112	\$ 115,168	\$ 116,224	\$ 117,280	\$ 118,336	\$ 119,392	\$ 120,448	\$ 121,504	\$ 122,560	\$ 123,616	\$ 124,672	\$ 125,728	\$ 126,784	\$ 127,840	\$ 128,896	\$ 129,952	\$ 131,008	\$ 132,064	\$ 133,120	\$ 134,176	\$ 135,232	\$ 136,288	\$ 137,344	\$ 138,400	\$ 139,456	\$ 140,512	\$ 141,568	\$ 142,624	\$ 143,680	\$ 144,736	\$ 145,792	\$ 146,848	\$ 147,904	\$ 148,960	\$ 150,016	\$ 151,072	\$ 152,128	\$ 153,184	\$ 154,240	\$ 155,296	\$ 156,352	\$ 157,408	\$ 158,464	\$ 159,520	\$ 160,576	\$ 161,632	\$ 162,688	\$ 163,744	\$ 164,800	\$ 165,856	\$ 166,912	\$ 167,968	\$ 169,024	\$ 170,080	\$ 171,136	\$ 172,192	\$ 173,248	\$ 174,304	\$ 175,360	\$ 176,416	\$ 177,472	\$ 178,528	\$ 179,584	\$ 180,640	\$ 181,696	\$ 182,752	\$ 183,808	\$ 184,864	\$ 185,920	\$ 186,976	\$ 188,032	\$ 189,088	\$ 190,144	\$ 191,200	\$ 192,256	\$ 193,312	\$ 194,368	\$ 195,424	\$ 196,480	\$ 197,536	\$ 198,592	\$ 199,648	\$ 200,704	\$ 201,760	\$ 202,816	\$ 203,872	\$ 204,928	\$ 205,984	\$ 207,040	\$ 208,096	\$ 209,152	\$ 210,208	\$ 211,264	\$ 212,320	\$ 213,376	\$ 214,432	\$ 215,488	\$ 216,544	\$ 217,600	\$ 218,656	\$ 219,712	\$ 220,768	\$ 221,824	\$ 222,880	\$ 223,936	\$ 224,992	\$ 226,048	\$ 227,104	\$ 228,160	\$ 229,216	\$ 230,272	\$ 231,328	\$ 232,384	\$ 233,440	\$ 234,496	\$ 235,552	\$ 236,608	\$ 237,664	\$ 238,720	\$ 239,776	\$ 240,832	\$ 241,888	\$ 242,944	\$ 243,000	\$ 244,056	\$ 245,112	\$ 246,168	\$ 247,224	\$ 248,280	\$ 249,336	\$ 250,392	\$ 251,448	\$ 252,504	\$ 253,560	\$ 254,616	\$ 255,672	\$ 256,728	\$ 257,784	\$ 258,840	\$ 259,896	\$ 260,952	\$ 262,008	\$ 263,064	\$ 264,120	\$ 265,176	\$ 266,232	\$ 267,288	\$ 268,344	\$ 269,400	\$ 270,456	\$ 271,512	\$ 272,568	\$ 273,624	\$ 274,680	\$ 275,736	\$ 276,792	\$ 277,848	\$ 278,904	\$ 279,960	\$ 281,016	\$ 282,072	\$ 283,128	\$ 284,184	\$ 285,240	\$ 286,296	\$ 287,352	\$ 288,408	\$ 289,464	\$ 290,520	\$ 291,576	\$ 292,632	\$ 293,688	\$ 294,744	\$ 295,800	\$ 296,856	\$ 297,912	\$ 298,968	\$ 300,024	\$ 301,080	\$ 302,136	\$ 303,192	\$ 304,248	\$ 305,304	\$ 306,360	\$ 307,416	\$ 308,472	\$ 309,528	\$ 310,584	\$ 311,640	\$ 312,696	\$ 313,752	\$ 314,808	\$ 315,864	\$ 316,920	\$ 317,976	\$ 319,032	\$ 320,088	\$ 321,144	\$ 322,200	\$ 323,256	\$ 324,312	\$ 325,368	\$ 326,424	\$ 327,480	\$ 328,536	\$ 329,592	\$ 330,648	\$ 331,704	\$ 332,760	\$ 333,816	\$ 334,872	\$ 335,928	\$ 336,984	\$ 338,040	\$ 339,096	\$ 340,152	\$ 341,208	\$ 342,264	\$ 343,320	\$ 344,376	\$ 345,432	\$ 346,488	\$ 347,544	\$ 348,600	\$ 349,656	\$ 350,712	\$ 351,768	\$ 352,824	\$ 353,880	\$ 354,936	\$ 355,992	\$ 357,048	\$ 358,104	\$ 359,160	\$ 360,216	\$ 361,272	\$ 362,328	\$ 363,384	\$ 364,440	\$ 365,496	\$ 366,552	\$ 367,608	\$ 368,664	\$ 369,720	\$ 370,776	\$ 371,832	\$ 372,888	\$ 373,944	\$ 374,000	\$ 375,056	\$ 376,112	\$ 377,168	\$ 378,224	\$ 379,280	\$ 380,336	\$ 381,392	\$ 382,448	\$ 383,504	\$ 384,560	\$ 385,616	\$ 386,672	\$ 387,728	\$ 388,784	\$ 389,840	\$ 390,896	\$ 391,952	\$ 393,008	\$ 394,064	\$ 395,120	\$ 396,176	\$ 397,232	\$ 398,288	\$ 399,344	\$ 400,400	\$ 401,456	\$ 402,512	\$ 403,568	\$ 404,624	\$ 405,680	\$ 406,736	\$ 407,792	\$ 408,848	\$ 409,904	\$ 410,960	\$ 412,016	\$ 413,072	\$ 414,128	\$ 415,184	\$ 416,240	\$ 417,296	\$ 418,352	\$ 419,408	\$ 420,464	\$ 421,520	\$ 422,576	\$ 423,632	\$ 424,688	\$ 425,744	\$ 426,800	\$ 427,856	\$ 428,912	\$ 429,968	\$ 431,024	\$ 432,080	\$ 433,136	\$ 434,192	\$ 435,248	\$ 436,304	\$ 437,360	\$ 438,416	\$ 439,472	\$ 440,528	\$ 441,584	\$ 442,640	\$ 443,696	\$ 444,752	\$ 445,808	\$ 446,864	\$ 447,920	\$ 448,976	\$ 450,032	\$ 451,088	\$ 452,144	\$ 453,200	\$ 454,256	\$ 455,312	\$ 456,368	\$ 457,424	\$ 458,480	\$ 459,536	\$ 460,592	\$ 461,648	\$ 462,704	\$ 463,760	\$ 464,816	\$ 465,872	\$ 466,928	\$ 467,984	\$ 469,040	\$ 470,096	\$ 471,152	\$ 472,208	\$ 473,264	\$ 474,320	\$ 475,376	\$ 476,432	\$ 477,488	\$ 478,544	\$ 479,600	\$ 480,656	\$ 481,712	\$ 482,768	\$ 483,824	\$ 484,880	\$ 485,936	\$ 486,992	\$ 488,048	\$ 489,104	\$ 490,160	\$ 491,216	\$ 492,272	\$ 493,328	\$ 494,384	\$ 495,440	\$ 496,496	\$ 497,552	\$ 498,608	\$ 499,664	\$ 500,720	\$ 501,776	\$ 502,832	\$ 503,888	\$ 504,944	\$ 505,000	\$ 506,056	\$ 507,112	\$ 508,168	\$ 509,224	\$ 510,280	\$ 511,336	\$ 512,392	\$ 513,448	\$ 514,504	\$ 515,560	\$ 516,616	\$ 517,672	\$ 518,728	\$ 519,784	\$ 520,840	\$ 521,896	\$ 522,952	\$ 524,008	\$ 525,064	\$ 526,120	\$ 527,176	\$ 528,232	\$ 529,288	\$ 530,344	\$ 531,400	\$ 532,456	\$ 533,512	\$ 534,568	\$ 535,624	\$ 536,680	\$ 537,736	\$ 538,792	\$ 539,848	\$ 540,904	\$ 541,960	\$ 543,016	\$ 544,072	\$ 545,128	\$ 546,184	\$ 547,240	\$ 548,296	\$ 549,352	\$ 550,408	\$ 551,464	\$ 552,520	\$ 553,576	\$ 554,632	\$ 555,688	\$ 556,744	\$ 557,800	\$ 558,856	\$ 559,912	\$ 560,968	\$ 562,024	\$ 563,080	\$ 564,136	\$ 565,192	\$ 566,248	\$ 567,304	\$ 568,360	\$ 569,416	\$ 570,472	\$ 571,528	\$ 572,584	\$ 573,640	\$ 574,696	\$ 575,752	\$ 576,808	\$ 577,864	\$ 578,920	\$ 579,976	\$ 581,032	\$ 582,088	\$ 583,144	\$ 584,200	\$ 585,256	\$ 586,312	\$ 587,368	\$ 588,424	\$ 589,480	\$ 590,536	\$ 591,592	\$ 592,648	\$ 593,704	\$ 594,760	\$ 595,816	\$ 596,872	\$ 597,928	\$ 598,984	\$ 600,040	\$ 601,096	\$ 602,152	\$ 603,208	\$ 604,264	\$ 605,320	\$ 606,376	\$ 607,432	\$ 608,488	\$ 609,544	\$ 610,600	\$ 611,656	\$ 612,712	\$ 613,768	\$ 614,824	\$ 615,880	\$ 616,936	\$ 617,992	\$ 619,048	\$ 620,104	\$ 621,160	\$ 622,216	\$ 623,272	\$ 624,328	\$ 625,384	\$ 626,440	\$ 627,496	\$ 628,552	\$ 629,608	\$ 630,664	\$ 631,720	\$ 632,776	\$ 633,832	\$ 634,888	\$ 635,944	\$ 636,000	\$ 637,056	\$ 638,112	\$ 639,168	\$ 640,224	\$ 641,280	\$ 642,336	\$ 643,392	\$ 644,448	\$ 645,504	\$ 646,560	\$ 647,616	\$ 648,672	\$ 649,728	\$ 650,784	\$ 651,840	\$ 652,896	\$ 653,952	\$ 654,008	\$ 655,064	\$ 656,120	\$ 657,176	\$ 658,232	\$ 659,288	\$ 660,344	\$ 661,400	\$ 662,456	\$ 663,512	\$ 664,568	\$ 665,624	\$ 666,680	\$ 667,736	\$ 668,792	\$ 669,848	\$ 670,904	\$ 671,960	\$ 673,016	\$ 674,072	\$ 675,128	\$ 676,184	\$ 677,240	\$ 678,296	\$ 679,352	\$ 680,408	\$ 681,464	\$ 682,520	\$ 683,576	\$ 684,632	\$ 685,688	\$ 686,744	\$ 687,800	\$ 688,856	\$ 689,912	\$ 690,968	\$ 692,024	\$ 693,080	\$ 694,136	\$ 695,192	\$ 696,248	\$ 697,304	\$ 698,360	\$ 699,416	\$ 700,472	\$ 701,528	\$ 702,584	\$ 703,640	\$ 704,696	\$ 705,752	\$ 706,808	\$ 707,864	\$ 708,920	\$ 710,000	\$ 711,056	\$ 712,112	\$ 713,168	\$ 714,224	\$ 715,280	\$ 716,336	\$ 717,392	\$ 718,448	\$ 719,504	\$ 720,560	\$ 721,616	\$ 722,672	\$ 723,728	\$ 724,784	\$ 725,840	\$ 726,896	\$ 727,952	\$ 729,008	\$ 730,064	\$ 731,120	\$ 732,176	\$ 733,232	\$ 734,288	\$ 735,344	\$ 736,400	\$ 737,456	\$ 738,512	\$ 739,568	\$ 740,624	\$ 741,680	\$ 742,736	\$ 743,792	\$ 744,848	\$ 745,904	\$ 746,960	\$ 748,016	\$ 749,072	\$ 750,128	\$ 751,184	\$ 752,240	\$ 753,296	\$ 754,352	\$ 755,408	\$ 756,464	\$ 757,520	\$ 758,576	\$ 759,632	\$ 760,688	\$ 761,744	\$ 762,800	\$ 763,856	\$ 764,912	\$ 765,968	\$ 767,024	\$ 768,080	\$ 769,136	\$ 770,192	\$ 771,248	\$ 772,304	\$ 773,360	\$ 774,416	\$ 775,472	\$ 776,528	\$ 777,584	\$ 778,640	\$ 779,696	\$ 780,752	\$ 781,808	\$ 782,864	\$ 783,920	\$ 784,976	\$ 786,032	\$ 787,088	\$ 788,144	\$ 789,200	\$ 790,256	\$ 791,312	\$ 792,368	\$ 793,424	\$ 794,480	\$ 795,536	\$ 796,592	\$ 797,648	\$ 798,704	\$ 799,760	\$ 800,816	\$ 801,872	\$ 802,928	\$ 803,984	\$ 805,040	\$ 806,096	\$ 807,152	\$ 808,208	\$ 809,264	\$ 810,320	\$ 811,376	\$ 812,432	\$ 813,488	\$ 814,544	\$ 815,600	\$ 816,656	\$ 817,712	\$ 818,768	\$ 819,824	\$ 820,880	\$ 821,936	\$ 822,992	\$ 824,048	\$ 825,104	\$ 826,160	\$ 827,216	\$ 828,272	\$ 829,328	\$ 830,384	\$ 831,440	\$ 832,496	\$ 833,552	\$ 834,608	\$ 835,664	\$ 836,720	\$ 837,776	\$ 838,832	\$ 839,888	\$ 840,944	\$ 841,000	\$ 842,056	\$ 843,112	\$ 844,168	\$ 845,224	\$ 846,280	\$ 847,336	\$ 848,392	\$ 849,448	\$ 850,504	\$ 851,560	\$ 852,616	\$ 853,672	\$ 854,728	\$ 855,784	\$ 856,840	\$ 857,896	\$ 858,952	\$ 859,008	\$ 860,064	\$ 861,120	\$ 862,176	\$ 863,232	\$ 864,288	\$ 865,344	\$ 866,400	\$ 867,456	\$ 868,512	\$ 869,568	\$ 870,624	\$ 871,680	\$ 872,736	\$ 873,792	\$ 874,848	\$ 875,904	\$ 876,960	\$ 878,016	\$ 879,072	\$ 880,128	\$ 881,184	\$ 882,240	\$ 883,296	\$ 884,352	\$ 885,408	\$ 886,464	\$ 887,520	\$ 888,576	\$ 889,632	\$ 890,688	\$ 891,744	\$ 892,800	\$ 893,856	\$ 894,912	\$ 895,968	\$ 897,024	\$ 898,080	\$ 899,136	\$ 900,192	\$ 901,248	\$ 902,304	\$ 903,360	\$ 904,416	\$ 905,472

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2018 Service Code Definition: Social Worker & Student Trainee

Effective Date: October 1, 2017

Union/Nonunion: Union Affected CBU/Service Code(s): A22

Pay Plan/Schedule: CS Series: 0185 Social Worker
 Peoplesoft Schedule: DS0080 X05 0186 Social Worker (Associate)

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
5 \$	51,851	53,213	54,575	55,937	57,299	58,661	60,023	61,385	62,747	64,109	\$	1,362
7 \$	56,226	57,740	59,254	60,768	62,282	63,796	65,310	66,824	68,338	69,852	\$	1,514
9 \$	60,966	62,649	64,332	66,015	67,698	69,381	71,064	72,747	74,430	76,113	\$	1,683
11 \$	69,439	71,474	73,509	75,544	77,579	79,614	81,649	83,684	85,719	87,754	\$	2,035
12 \$	78,364	80,797	83,230	85,663	88,096	90,529	92,962	95,395	97,828	100,261	\$	2,433
13 \$	86,993	89,691	92,389	95,087	97,785	100,483	103,181	105,879	108,577	111,275	\$	2,698

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Health Care Occupations

Fiscal Year: 2018

Service Code Definition:

Effective Date: October 1, 2017

Service Codes: A15, A39

Union/Nonunion: Union

Job Series:

- 0603 Physicians Assistant
- 0620 Licensed Practical Nurse
- 0625 Autopsy Assistant Mortuary
- 0638 Recreation Therapist
- 0644 Medical Technologist
- 0645 Medical Technician
- 0647 Diagnostic Radiologic Technician
- 0649 Medical Instrument Technician
- 0681 Dental Assistant
- 0682 Dental Hygienist
- 0688 Sanitarian

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0069
 X06

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Step												Between Steps																																																			
	1	2	3	4	5	6	7	8	9	10	11	12																																																				
5	\$ 40,980	\$ 42,093	\$ 43,206	\$ 44,319	\$ 45,432	\$ 46,545	\$ 47,658	\$ 48,771	\$ 49,884	\$ 50,997	\$ 52,110	\$ 53,223	\$ 54,336	\$ 55,449	\$ 56,562	\$ 57,675	\$ 58,788	\$ 59,901	\$ 61,014	\$ 62,127	\$ 63,240	\$ 64,353	\$ 65,466	\$ 66,579	\$ 67,692	\$ 68,805	\$ 69,918	\$ 71,031	\$ 72,144	\$ 73,257	\$ 74,370	\$ 75,483	\$ 76,596	\$ 77,709	\$ 78,822	\$ 79,935	\$ 81,048	\$ 82,161	\$ 83,274	\$ 84,387	\$ 85,500	\$ 86,613	\$ 87,726	\$ 88,839	\$ 89,952	\$ 91,065	\$ 92,178	\$ 93,291	\$ 94,404	\$ 95,517	\$ 96,630	\$ 97,743	\$ 98,856	\$ 99,969	\$ 101,082	\$ 102,195	\$ 103,308	\$ 104,421	\$ 105,534	\$ 106,647	\$ 107,760	\$ 108,873	\$ 110,000	\$ 111,113

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2018		Service Code Definition: Maintenance, Trades, & Labor									
Effective Date:	October 1, 2017	L- Leader									
Union/Nonunion:	Union	Affected CBU/Service Code(s): B01 Regular B02 Leader									
Pay Plan/Schedule:	RW										
Peoplesoft Schedule:	WS0029										
	WS0034- Leaders										
	X07 (Leaders previously X08)										
% Increase:	3.0%										
Resolution Number:											
Date of Resolution:											
Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
02	\$ 16.10	\$ 16.66	\$ 17.22	\$ 17.78	\$ 18.34	\$ 18.90	\$ 19.46	\$ 20.02	\$ 20.58	\$ 21.14	\$ 0.56
02L	\$ 17.56	\$ 18.17	\$ 18.78	\$ 19.39	\$ 20.00	\$ 20.61	\$ 21.22	\$ 21.83	\$ 22.44	\$ 23.05	\$ 0.61
03	\$ 17.37	\$ 17.96	\$ 18.55	\$ 19.14	\$ 19.73	\$ 20.32	\$ 20.91	\$ 21.50	\$ 22.09	\$ 22.68	\$ 0.59
03L	\$ 18.98	\$ 19.64	\$ 20.30	\$ 20.96	\$ 21.62	\$ 22.28	\$ 22.94	\$ 23.60	\$ 24.26	\$ 24.92	\$ 0.66
04	\$ 18.60	\$ 19.24	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.80	\$ 22.44	\$ 23.08	\$ 23.72	\$ 24.36	\$ 0.64
04L	\$ 20.34	\$ 21.05	\$ 21.76	\$ 22.47	\$ 23.18	\$ 23.89	\$ 24.60	\$ 25.31	\$ 26.02	\$ 26.73	\$ 0.71
05	\$ 19.85	\$ 20.53	\$ 21.21	\$ 21.89	\$ 22.57	\$ 23.25	\$ 23.93	\$ 24.61	\$ 25.29	\$ 25.97	\$ 0.68
05L	\$ 21.62	\$ 22.38	\$ 23.14	\$ 23.90	\$ 24.66	\$ 25.42	\$ 26.18	\$ 26.94	\$ 27.70	\$ 28.46	\$ 0.76
06	\$ 21.03	\$ 21.76	\$ 22.49	\$ 23.22	\$ 23.95	\$ 24.68	\$ 25.41	\$ 26.14	\$ 26.87	\$ 27.60	\$ 0.73
06L	\$ 23.09	\$ 23.88	\$ 24.67	\$ 25.46	\$ 26.25	\$ 27.04	\$ 27.83	\$ 28.62	\$ 29.41	\$ 30.20	\$ 0.79
07	\$ 22.42	\$ 23.19	\$ 23.96	\$ 24.73	\$ 25.50	\$ 26.27	\$ 27.04	\$ 27.81	\$ 28.58	\$ 29.35	\$ 0.77
07L	\$ 24.49	\$ 25.34	\$ 26.19	\$ 27.04	\$ 27.89	\$ 28.74	\$ 29.59	\$ 30.44	\$ 31.29	\$ 32.14	\$ 0.85
08	\$ 23.69	\$ 24.50	\$ 25.31	\$ 26.12	\$ 26.93	\$ 27.74	\$ 28.55	\$ 29.36	\$ 30.17	\$ 30.98	\$ 0.81
08L	\$ 25.89	\$ 26.81	\$ 27.73	\$ 28.65	\$ 29.57	\$ 30.49	\$ 31.41	\$ 32.33	\$ 33.25	\$ 34.17	\$ 0.92
09	\$ 24.85	\$ 25.71	\$ 26.57	\$ 27.43	\$ 28.29	\$ 29.15	\$ 30.01	\$ 30.87	\$ 31.73	\$ 32.59	\$ 0.86
09L	\$ 27.26	\$ 28.20	\$ 29.14	\$ 30.08	\$ 31.02	\$ 31.96	\$ 32.90	\$ 33.84	\$ 34.78	\$ 35.72	\$ 0.94
10	\$ 26.11	\$ 27.02	\$ 27.93	\$ 28.84	\$ 29.75	\$ 30.66	\$ 31.57	\$ 32.48	\$ 33.39	\$ 34.30	\$ 0.91
10L	\$ 28.66	\$ 29.65	\$ 30.64	\$ 31.63	\$ 32.62	\$ 33.61	\$ 34.60	\$ 35.59	\$ 36.58	\$ 37.57	\$ 0.99
11	\$ 27.38	\$ 28.34	\$ 29.30	\$ 30.26	\$ 31.22	\$ 32.18	\$ 33.14	\$ 34.10	\$ 35.06	\$ 36.02	\$ 0.96
11L	\$ 30.05	\$ 31.09	\$ 32.13	\$ 33.17	\$ 34.21	\$ 35.25	\$ 36.29	\$ 37.33	\$ 38.37	\$ 39.41	\$ 1.04
12	\$ 28.66	\$ 29.65	\$ 30.64	\$ 31.63	\$ 32.62	\$ 33.61	\$ 34.60	\$ 35.59	\$ 36.58	\$ 37.57	\$ 0.99
12L	\$ 31.40	\$ 32.48	\$ 33.56	\$ 34.64	\$ 35.72	\$ 36.80	\$ 37.88	\$ 38.96	\$ 40.04	\$ 41.12	\$ 1.08
13	\$ 29.86	\$ 30.90	\$ 31.94	\$ 32.98	\$ 34.02	\$ 35.06	\$ 36.10	\$ 37.14	\$ 38.18	\$ 39.22	\$ 1.04
13L	\$ 32.64	\$ 33.82	\$ 35.00	\$ 36.18	\$ 37.36	\$ 38.54	\$ 39.72	\$ 40.90	\$ 42.08	\$ 43.26	\$ 1.18

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2018 Service Code Definition: Correctional Officers & EMS

Effective Date: October 1, 2017

Union/Nonunion: Union Affected CBU/Service Code(s): A01, A03, A20, A21

Pay Plan/Schedule: CS 0007 Correctional Officer
 Peoplesoft Schedule: DS0070 0083 Special Police Officer
 X10 0699 EMT/Paramedic

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
5 \$	43,218 \$	44,328 \$	45,438 \$	46,548 \$	47,658 \$	48,768 \$	49,878 \$	50,988 \$	52,098 \$	53,208 \$	1,110
6 \$	46,643 \$	47,880 \$	49,117 \$	50,354 \$	51,591 \$	52,828 \$	54,065 \$	55,302 \$	56,539 \$	57,776 \$	1,237
7 \$	49,695 \$	51,096 \$	52,497 \$	53,898 \$	55,299 \$	56,700 \$	58,101 \$	59,502 \$	60,903 \$	62,304 \$	1,401
8 \$	54,790 \$	56,341 \$	57,892 \$	59,443 \$	60,994 \$	62,545 \$	64,096 \$	65,647 \$	67,198 \$	68,749 \$	1,551
9 \$	60,310 \$	62,022 \$	63,734 \$	65,446 \$	67,158 \$	68,870 \$	70,582 \$	72,294 \$	74,006 \$	75,718 \$	1,712
10 \$	66,179 \$	68,061 \$	69,943 \$	71,825 \$	73,707 \$	75,589 \$	77,471 \$	79,353 \$	81,235 \$	83,117 \$	1,882

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019 Service Code Definition: Professional and Scientific

Effective Date: October 14, 2018

Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS

Peoplesoft Schedule: DS0077

X01

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
9 \$	53,620 \$	55,333 \$	57,046 \$	58,759 \$	60,472 \$	62,185 \$	63,898 \$	65,611 \$	67,324 \$	69,037 \$	1,713
10 \$	58,823 \$	60,709 \$	62,595 \$	64,481 \$	66,367 \$	68,253 \$	70,139 \$	72,025 \$	73,911 \$	75,797 \$	1,886
11 \$	64,603 \$	66,679 \$	68,755 \$	70,831 \$	72,907 \$	74,983 \$	77,059 \$	79,135 \$	81,211 \$	83,287 \$	2,076
12 \$	79,930 \$	82,412 \$	84,894 \$	87,376 \$	89,858 \$	92,340 \$	94,822 \$	97,304 \$	99,786 \$	102,268 \$	2,482
13 \$	92,093 \$	95,046 \$	97,999 \$	100,952 \$	103,905 \$	106,858 \$	109,811 \$	112,764 \$	115,717 \$	118,670 \$	2,953
14 \$	108,847 \$	112,334 \$	115,821 \$	119,308 \$	122,795 \$	126,282 \$	129,769 \$	133,256 \$	136,743 \$	140,230 \$	3,487

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019 Service Code Definition: Technical and Paraprofessional

Effective Date: October 14, 2018 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0078
 X02

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	Steps											Between Steps
	1	2	3	4	5	6	7	8	9	10	11	
5	\$ 36,153	\$ 37,412	\$ 38,671	\$ 39,930	\$ 41,189	\$ 42,448	\$ 43,707	\$ 44,966	\$ 46,225	\$ 47,484	\$ 48,743	\$ 50,002
6	\$ 40,058	\$ 41,454	\$ 42,850	\$ 44,246	\$ 45,642	\$ 47,038	\$ 48,434	\$ 49,830	\$ 51,226	\$ 52,622	\$ 54,018	\$ 55,414
7	\$ 44,389	\$ 45,931	\$ 47,473	\$ 49,015	\$ 50,557	\$ 52,099	\$ 53,641	\$ 55,183	\$ 56,725	\$ 58,267	\$ 59,809	\$ 61,351
8	\$ 48,746	\$ 50,299	\$ 51,852	\$ 53,405	\$ 54,958	\$ 56,511	\$ 58,064	\$ 59,617	\$ 61,170	\$ 62,723	\$ 64,276	\$ 65,829
9	\$ 53,620	\$ 55,333	\$ 57,046	\$ 58,759	\$ 60,472	\$ 62,185	\$ 63,898	\$ 65,611	\$ 67,324	\$ 69,037	\$ 70,750	\$ 72,463
10	\$ 58,823	\$ 60,709	\$ 62,595	\$ 64,481	\$ 66,367	\$ 68,253	\$ 70,139	\$ 72,025	\$ 73,911	\$ 75,797	\$ 77,683	\$ 79,569
11	\$ 64,603	\$ 66,679	\$ 68,755	\$ 70,831	\$ 72,907	\$ 74,983	\$ 77,059	\$ 79,135	\$ 81,211	\$ 83,287	\$ 85,363	\$ 87,439

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019 Service Code Definition: Clerical and Administrative Support

Effective Date: October 14, 2018 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0079
 X03

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
2 \$	29,250 \$	30,273 \$	31,296 \$	32,319 \$	33,342 \$	34,365 \$	35,388 \$	36,411 \$	37,434 \$	38,457 \$	1,023
3 \$	31,875 \$	32,981 \$	34,087 \$	35,193 \$	36,299 \$	37,405 \$	38,511 \$	39,617 \$	40,723 \$	41,829 \$	1,106
4 \$	33,429 \$	34,565 \$	35,701 \$	36,837 \$	37,973 \$	39,109 \$	40,245 \$	41,381 \$	42,517 \$	43,653 \$	1,136
5 \$	36,153 \$	37,412 \$	38,671 \$	39,930 \$	41,189 \$	42,448 \$	43,707 \$	44,966 \$	46,225 \$	47,484 \$	1,259
6 \$	40,058 \$	41,454 \$	42,850 \$	44,246 \$	45,642 \$	47,038 \$	48,434 \$	49,830 \$	51,226 \$	52,622 \$	1,396
7 \$	44,389 \$	45,931 \$	47,473 \$	49,015 \$	50,557 \$	52,099 \$	53,641 \$	55,183 \$	56,725 \$	58,267 \$	1,542
8 \$	48,746 \$	50,299 \$	51,852 \$	53,405 \$	54,958 \$	56,511 \$	58,064 \$	59,617 \$	61,170 \$	62,723 \$	1,553
9 \$	53,620 \$	55,333 \$	57,046 \$	58,759 \$	60,472 \$	62,185 \$	63,898 \$	65,611 \$	67,324 \$	69,037 \$	1,713

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Service Code Definition: Corrections and Other Occupation Groups

Fiscal Year: 2019

Effective Date: October 14, 2018

Union/Nonunion: Union

Job Series:

- 0006 Correctional Program Specialist
- 0081 Fire Protection Specialist
- 0101 Correctional Treatment Specialist
- 0390 Telecommunications Equipment Operator
- 1802 Cellblock Technician (Cellblock Only)
- 1811 Criminal Investigator
- 2151 Dispatcher (OUC Only)

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0067
 X04

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	Step 5	6	7	8	9	10	Between Steps
4	\$ 38,785	\$ 39,862	\$ 40,939	\$ 42,016	\$ 43,093	\$ 44,170	\$ 45,247	\$ 46,324	\$ 47,401	\$ 48,478	\$ 1,077
5	\$ 44,604	\$ 45,809	\$ 47,014	\$ 48,219	\$ 49,424	\$ 50,629	\$ 51,834	\$ 53,039	\$ 54,244	\$ 55,449	\$ 1,205
6	\$ 47,017	\$ 48,362	\$ 49,707	\$ 51,052	\$ 52,397	\$ 53,742	\$ 55,087	\$ 56,432	\$ 57,777	\$ 59,122	\$ 1,345
7	\$ 50,747	\$ 52,241	\$ 53,735	\$ 55,229	\$ 56,723	\$ 58,217	\$ 59,711	\$ 61,205	\$ 62,699	\$ 64,193	\$ 1,494
8	\$ 52,890	\$ 54,548	\$ 56,206	\$ 57,864	\$ 59,522	\$ 61,180	\$ 62,838	\$ 64,496	\$ 66,154	\$ 67,812	\$ 1,658
9	\$ 56,609	\$ 58,437	\$ 60,265	\$ 62,093	\$ 63,921	\$ 65,749	\$ 67,577	\$ 69,405	\$ 71,233	\$ 73,061	\$ 1,828
10	\$ 62,340	\$ 64,354	\$ 66,368	\$ 68,382	\$ 70,396	\$ 72,410	\$ 74,424	\$ 76,438	\$ 78,452	\$ 80,466	\$ 2,014
11	\$ 66,305	\$ 68,510	\$ 70,715	\$ 72,920	\$ 75,125	\$ 77,330	\$ 79,535	\$ 81,740	\$ 83,945	\$ 86,150	\$ 2,205
12	\$ 79,449	\$ 82,098	\$ 84,747	\$ 87,396	\$ 90,045	\$ 92,694	\$ 95,343	\$ 97,992	\$ 100,641	\$ 103,290	\$ 2,649
13	\$ 94,471	\$ 97,622	\$ 100,773	\$ 103,924	\$ 107,075	\$ 110,226	\$ 113,377	\$ 116,528	\$ 119,679	\$ 122,830	\$ 3,151
14	\$ 111,656	\$ 115,374	\$ 119,092	\$ 122,810	\$ 126,528	\$ 130,246	\$ 133,964	\$ 137,682	\$ 141,400	\$ 145,118	\$ 3,718

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019 Service Code Definition: Social Worker & Student Trainee

Effective Date: October 14, 2018

Union/Nonunion: Union Affected CBU/Service Code(s): A22

Pay Plan/Schedule: CS Series: 0185 Social Worker
 Peoplesoft Schedule: DS0080 0186 Social Worker (Associate)
 X05

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 52,889	\$ 54,278	\$ 55,667	\$ 57,056	\$ 58,445	\$ 59,834	\$ 61,223	\$ 62,612	\$ 64,001	\$ 65,390	\$ 1,389
7	\$ 57,348	\$ 58,893	\$ 60,438	\$ 61,983	\$ 63,528	\$ 65,073	\$ 66,618	\$ 68,163	\$ 69,708	\$ 71,253	\$ 1,545
9	\$ 62,184	\$ 63,901	\$ 65,618	\$ 67,335	\$ 69,052	\$ 70,769	\$ 72,486	\$ 74,203	\$ 75,920	\$ 77,637	\$ 1,717
11	\$ 70,827	\$ 72,903	\$ 74,979	\$ 77,055	\$ 79,131	\$ 81,207	\$ 83,283	\$ 85,359	\$ 87,435	\$ 89,511	\$ 2,076
12	\$ 79,930	\$ 82,412	\$ 84,894	\$ 87,376	\$ 89,858	\$ 92,340	\$ 94,822	\$ 97,304	\$ 99,786	\$ 102,268	\$ 2,482
13	\$ 88,733	\$ 91,485	\$ 94,237	\$ 96,989	\$ 99,741	\$ 102,493	\$ 105,245	\$ 107,997	\$ 110,749	\$ 113,501	\$ 2,752

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Fiscal Year: 2019 Service Code Definition: Health Care Occupations

Effective Date: October 14, 2018 Service Codes: A15, A39

Union/Nonunion: Union Job Series:

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0069 X06

% Increase: 2.0%

Resolution Number:

Date of Resolution:

- 0603 Physicians Assistant
- 0620 Licensed Practical Nurse
- 0625 Autopsy Assistant Mortuary
- 0638 Recreation Therapist
- 0644 Medical Technologist
- 0645 Medical Technician
- 0647 Diagnostic Radiologic Technician
- 0649 Medical Instrument Technician
- 0681 Dental Assistant
- 0682 Dental Hygienist
- 0688 Sanitarian

Grade	Step												Between Steps																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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5	\$ 41,797	\$ 42,933	\$ 44,069	\$ 45,205	\$ 46,341	\$ 47,477	\$ 48,613	\$ 49,749	\$ 50,885	\$ 52,021	\$ 53,157	\$ 54,293	\$ 55,429	\$ 56,565	\$ 57,701	\$ 58,837	\$ 59,973	\$ 61,109	\$ 62,245	\$ 63,381	\$ 64,517	\$ 65,653	\$ 66,789	\$ 67,925	\$ 69,061	\$ 70,197	\$ 71,333	\$ 72,469	\$ 73,605	\$ 74,741	\$ 75,877	\$ 77,013	\$ 78,149	\$ 79,285	\$ 80,421	\$ 81,557	\$ 82,693	\$ 83,829	\$ 84,965	\$ 86,101	\$ 87,237	\$ 88,373	\$ 89,509	\$ 90,645	\$ 91,781	\$ 92,917	\$ 94,053	\$ 95,189	\$ 96,325	\$ 97,461	\$ 98,597	\$ 99,733	\$ 100,869	\$ 102,005	\$ 103,141	\$ 104,277	\$ 105,413	\$ 106,549	\$ 107,685	\$ 108,821	\$ 110,000	\$ 111,179	\$ 112,358	\$ 113,537	\$ 114,716	\$ 115,895	\$ 117,074	\$ 118,253	\$ 119,432	\$ 120,611	\$ 121,790	\$ 122,969	\$ 124,148	\$ 125,327	\$ 126,506	\$ 127,685	\$ 128,864	\$ 130,043	\$ 131,222	\$ 132,401	\$ 133,580	\$ 134,759	\$ 135,938	\$ 137,117	\$ 138,296	\$ 139,475	\$ 140,654	\$ 141,833	\$ 143,012	\$ 144,191	\$ 145,370	\$ 146,549	\$ 147,728	\$ 148,907	\$ 150,086	\$ 151,265	\$ 152,444	\$ 153,623	\$ 154,802	\$ 155,981	\$ 157,160	\$ 158,339	\$ 159,518	\$ 160,697	\$ 161,876	\$ 163,055	\$ 164,234	\$ 165,413	\$ 166,592	\$ 167,771	\$ 168,950	\$ 170,129	\$ 171,308	\$ 172,487	\$ 173,666	\$ 174,845	\$ 176,024	\$ 177,203	\$ 178,382	\$ 179,561	\$ 180,740	\$ 181,919	\$ 183,098	\$ 184,277	\$ 185,456	\$ 186,635	\$ 187,814	\$ 188,993	\$ 190,172	\$ 191,351	\$ 192,530	\$ 193,709	\$ 194,888	\$ 196,067	\$ 197,246	\$ 198,425	\$ 199,604	\$ 200,783	\$ 201,962	\$ 203,141	\$ 204,320	\$ 205,499	\$ 206,678	\$ 207,857	\$ 209,036	\$ 210,215	\$ 211,394	\$ 212,573	\$ 213,752	\$ 214,931	\$ 216,110	\$ 217,289	\$ 218,468	\$ 219,647	\$ 220,826	\$ 222,005	\$ 223,184	\$ 224,363	\$ 225,542	\$ 226,721	\$ 227,900	\$ 229,079	\$ 230,258	\$ 231,437	\$ 232,616	\$ 233,795	\$ 234,974	\$ 236,153	\$ 237,332	\$ 238,511	\$ 239,690	\$ 240,869	\$ 242,048	\$ 243,227	\$ 244,406	\$ 245,585	\$ 246,764	\$ 247,943	\$ 249,122	\$ 250,301	\$ 251,480	\$ 252,659	\$ 253,838	\$ 255,017	\$ 256,196	\$ 257,375	\$ 258,554	\$ 259,733	\$ 260,912	\$ 262,091	\$ 263,270	\$ 264,449	\$ 265,628	\$ 266,807	\$ 267,986	\$ 269,165	\$ 270,344	\$ 271,523	\$ 272,702	\$ 273,881	\$ 275,060	\$ 276,239	\$ 277,418	\$ 278,597	\$ 279,776	\$ 280,955	\$ 282,134	\$ 283,313	\$ 284,492	\$ 285,671	\$ 286,850	\$ 288,029	\$ 289,208	\$ 290,387	\$ 291,566	\$ 292,745	\$ 293,924	\$ 295,103	\$ 296,282	\$ 297,461	\$ 298,640	\$ 299,819	\$ 301,000	\$ 302,179	\$ 303,358	\$ 304,537	\$ 305,716	\$ 306,895	\$ 308,074	\$ 309,253	\$ 310,432	\$ 311,611	\$ 312,790	\$ 313,969	\$ 315,148	\$ 316,327	\$ 317,506	\$ 318,685	\$ 319,864	\$ 321,043	\$ 322,222	\$ 323,401	\$ 324,580	\$ 325,759	\$ 326,938	\$ 328,117	\$ 329,296	\$ 330,475	\$ 331,654	\$ 332,833	\$ 334,012	\$ 335,191	\$ 336,370	\$ 337,549	\$ 338,728	\$ 339,907	\$ 341,086	\$ 342,265	\$ 343,444	\$ 344,623	\$ 345,802	\$ 346,981	\$ 348,160	\$ 349,339	\$ 350,518	\$ 351,697	\$ 352,876	\$ 354,055	\$ 355,234	\$ 356,413	\$ 357,592	\$ 358,771	\$ 359,950	\$ 361,129	\$ 362,308	\$ 363,487	\$ 364,666	\$ 365,845	\$ 367,024	\$ 368,203	\$ 369,382	\$ 370,561	\$ 371,740	\$ 372,919	\$ 374,098	\$ 375,277	\$ 376,456	\$ 377,635	\$ 378,814	\$ 380,000	\$ 381,185	\$ 382,370	\$ 383,555	\$ 384,740	\$ 385,925	\$ 387,110	\$ 388,295	\$ 389,480	\$ 390,665	\$ 391,850	\$ 393,035	\$ 394,220	\$ 395,405	\$ 396,590	\$ 397,775	\$ 398,960	\$ 400,145	\$ 401,330	\$ 402,515	\$ 403,700	\$ 404,885	\$ 406,070	\$ 407,255	\$ 408,440	\$ 409,625	\$ 410,810	\$ 411,995	\$ 413,180	\$ 414,365	\$ 415,550	\$ 416,735	\$ 417,920	\$ 419,105	\$ 420,290	\$ 421,475	\$ 422,660	\$ 423,845	\$ 425,030	\$ 426,215	\$ 427,400	\$ 428,585	\$ 429,770	\$ 430,955	\$ 432,140	\$ 433,325	\$ 434,510	\$ 435,695	\$ 436,880	\$ 438,065	\$ 439,250	\$ 440,435	\$ 441,620	\$ 442,805	\$ 443,990	\$ 445,175	\$ 446,360	\$ 447,545	\$ 448,730	\$ 449,915	\$ 451,100	\$ 452,285	\$ 453,470	\$ 454,655	\$ 455,840	\$ 457,025	\$ 458,210	\$ 459,395	\$ 460,580	\$ 461,765	\$ 462,950	\$ 464,135	\$ 465,320	\$ 466,505	\$ 467,690	\$ 468,875	\$ 470,060	\$ 471,245	\$ 472,430	\$ 473,615	\$ 474,800	\$ 475,985	\$ 477,170	\$ 478,355	\$ 479,540	\$ 480,725	\$ 481,910	\$ 483,095	\$ 484,280	\$ 485,465	\$ 486,650	\$ 487,835	\$ 489,020	\$ 490,205	\$ 491,390	\$ 492,575	\$ 493,760	\$ 494,945	\$ 496,130	\$ 497,315	\$ 498,500	\$ 499,685	\$ 500,870	\$ 502,055	\$ 503,240	\$ 504,425	\$ 505,610	\$ 506,795	\$ 507,980	\$ 509,165	\$ 510,350	\$ 511,535	\$ 512,720	\$ 513,905	\$ 515,090	\$ 516,275	\$ 517,460	\$ 518,645	\$ 519,830	\$ 521,015	\$ 522,200	\$ 523,385	\$ 524,570	\$ 525,755	\$ 526,940	\$ 528,125	\$ 529,310	\$ 530,495	\$ 531,680	\$ 532,865	\$ 534,050	\$ 535,235	\$ 536,420	\$ 537,605	\$ 538,790	\$ 539,975	\$ 541,160	\$ 542,345	\$ 543,530	\$ 544,715	\$ 545,900	\$ 547,085	\$ 548,270	\$ 549,455	\$ 550,640	\$ 551,825	\$ 553,010	\$ 554,195	\$ 555,380	\$ 556,565	\$ 557,750	\$ 558,935	\$ 560,120	\$ 561,305	\$ 562,490	\$ 563,675	\$ 564,860	\$ 566,045	\$ 567,230	\$ 568,415	\$ 569,600	\$ 570,785	\$ 571,970	\$ 573,155	\$ 574,340	\$ 575,525	\$ 576,710	\$ 577,895	\$ 579,080	\$ 580,265	\$ 581,450	\$ 582,635	\$ 583,820	\$ 585,005	\$ 586,190	\$ 587,375	\$ 588,560	\$ 589,745	\$ 590,930	\$ 592,115	\$ 593,300	\$ 594,485	\$ 595,670	\$ 596,855	\$ 598,040	\$ 599,225	\$ 600,410	\$ 601,595	\$ 602,780	\$ 603,965	\$ 605,150	\$ 606,335	\$ 607,520	\$ 608,705	\$ 609,890	\$ 611,075	\$ 612,260	\$ 613,445	\$ 614,630	\$ 615,815	\$ 617,000	\$ 618,185	\$ 619,370	\$ 620,555	\$ 621,740	\$ 622,925	\$ 624,110	\$ 625,295	\$ 626,480	\$ 627,665	\$ 628,850	\$ 630,035	\$ 631,220	\$ 632,405	\$ 633,590	\$ 634,775	\$ 635,960	\$ 637,145	\$ 638,330	\$ 639,515	\$ 640,700	\$ 641,885	\$ 643,070	\$ 644,255	\$ 645,440	\$ 646,625	\$ 647,810	\$ 648,995	\$ 650,180	\$ 651,365	\$ 652,550	\$ 653,735	\$ 654,920	\$ 656,105	\$ 657,290	\$ 658,475	\$ 659,660	\$ 660,845	\$ 662,030	\$ 663,215	\$ 664,400	\$ 665,585	\$ 666,770	\$ 667,955	\$ 669,140	\$ 670,325	\$ 671,510	\$ 672,695	\$ 673,880	\$ 675,065	\$ 676,250	\$ 677,435	\$ 678,620	\$ 679,805	\$ 680,990	\$ 682,175	\$ 683,360	\$ 684,545	\$ 685,730	\$ 686,915	\$ 688,100	\$ 689,285	\$ 690,470	\$ 691,655	\$ 692,840	\$ 694,025	\$ 695,210	\$ 696,395	\$ 697,580	\$ 698,765	\$ 699,950	\$ 701,135	\$ 702,320	\$ 703,505	\$ 704,690	\$ 705,875	\$ 707,060	\$ 708,245	\$ 709,430	\$ 710,615	\$ 711,800	\$ 712,985	\$ 714,170	\$ 715,355	\$ 716,540	\$ 717,725	\$ 718,910	\$ 720,095	\$ 721,280	\$ 722,465	\$ 723,650	\$ 724,835	\$ 726,020	\$ 727,205	\$ 728,390	\$ 729,575	\$ 730,760	\$ 731,945	\$ 733,130	\$ 734,315	\$ 735,500	\$ 736,685	\$ 737,870	\$ 739,055	\$ 740,240	\$ 741,425	\$ 742,610	\$ 743,795	\$ 744,980	\$ 746,165	\$ 747,350	\$ 748,535	\$ 749,720	\$ 750,905	\$ 752,090	\$ 753,275	\$ 754,460	\$ 755,645	\$ 756,830	\$ 758,015	\$ 759,200	\$ 760,385	\$ 761,570	\$ 762,755	\$ 763,940	\$ 765,125	\$ 766,310	\$ 767,495	\$ 768,680	\$ 769,865	\$ 771,050	\$ 772,235	\$ 773,420	\$ 774,605	\$ 775,790	\$ 776,975	\$ 778,160	\$ 779,345	\$ 780,530	\$ 781,715	\$ 782,900	\$ 784,085	\$ 785,270	\$ 786,455	\$ 787,640	\$ 788,825	\$ 790,010	\$ 791,195	\$ 792,380	\$ 793,565	\$ 794,750	\$ 795,935	\$ 797,120	\$ 798,305	\$ 799,490	\$ 800,675	\$ 801,860	\$ 803,045	\$ 804,230	\$ 805,415	\$ 806,600	\$ 807,785	\$ 808,970	\$ 810,155	\$ 811,340	\$ 812,525	\$ 813,710	\$ 814,895	\$ 816,080	\$ 817,265	\$ 818,450	\$ 819,635	\$ 820,820	\$ 822,005	\$ 823,190	\$ 824,375	\$ 825,560	\$ 826,745	\$ 827,930	\$ 829,115	\$ 830,300	\$ 831,485	\$ 832,670	\$ 833,855	\$ 835,040	\$ 836,225	\$ 837,410	\$ 838,595	\$ 839,780	\$ 840,965	\$ 842,150	\$ 843,335	\$ 844,520	\$ 845,705	\$ 846,890	\$ 848,075	\$ 849,260	\$ 850,445	\$ 851,630	\$ 852,815	\$ 854,000	\$ 855,185	\$ 856,370	\$ 857,555	\$ 858,740	\$ 859,925	\$ 861,110	\$ 862,295	\$ 863,480	\$ 864,665	\$ 865,850	\$ 867,035	\$ 868,220	\$ 869,405	\$ 870,590	\$ 871,775	\$ 872,960	\$ 874,145	\$ 875,330	\$ 876,515	\$ 877,700	\$ 878,885	\$ 880,070	\$ 881,255	\$ 882,440	\$ 883,625	\$ 884,810	\$ 885,995	\$ 887,180	\$ 888,365	\$ 889,550	\$ 890,735	\$ 891,920	\$ 893,105	\$ 894,290	\$ 895,475	\$ 896,660	\$ 897,845	\$ 899,030	\$ 900,215	\$ 901,400	\$ 902,585	\$ 903,770	\$ 904,955	\$ 906,140	\$ 907,325	\$ 908,510	\$ 909,695	\$ 910,880	\$ 912,065	\$ 913,250	\$ 914,435	\$ 915,620	\$ 916,805	\$ 917,990	\$ 919,175	\$ 920,360	\$ 921,545	\$ 922,730	\$ 923,915	\$ 925,100	\$ 926,285	\$ 927,470	\$ 928,655	\$ 929,840	\$ 931,025	\$ 932,210	\$ 933,395	\$ 934,580	\$ 935,765	\$ 936,950	\$ 938,135	\$ 939,320	\$ 940,505	\$ 941,690	\$ 942,875	\$ 944,060	\$ 945,245	\$ 946,430	\$ 947,615	\$ 948,800	\$ 949,985	\$ 951,170	\$ 952,355	\$ 953,540	\$ 954,725	\$ 955,910	\$ 957,095	\$ 958,280	\$ 959,465	\$ 960,650	\$ 961,835	\$ 963,020	\$ 964,205	\$ 965,390	\$ 966,575	\$ 967,760	\$ 968,945	\$ 970,130	\$ 971,315	\$ 972,500	\$ 973,685	\$ 974,870	\$ 976,055	\$ 977,240	\$ 978,425	\$ 979,610	\$ 980,795	\$ 981,980	\$ 983,165	\$ 984,350	\$ 985,535	\$ 986,720	\$ 987,905	\$ 989,090	\$ 990,275	\$ 991,460	\$ 992,645	\$ 993,830	\$ 995,015	\$ 996,200	\$ 997,385	\$ 998,570	\$ 999,755	\$ 1,000,940	\$ 1,002,125	\$ 1,003,310	\$ 1,004,495	\$ 1,005,680	\$ 1,006,865	\$ 1,008,050	\$ 1,009,235	\$ 1,010,420	\$ 1,011,605	\$ 1,012,790	\$ 1,013,975	\$ 1,015,160	\$ 1,016,345	\$ 1,017,530	\$ 1,018,715	\$ 1

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019

Service Code Definition:

Maintenance, Trades, & Labor

Effective Date: October 14, 2018

L- Leader

Union/Nonunion: Union

Affected CBU/Service Code(s):

B01 Regular
B02 Leader

Pay Plan/Schedule: RW

Peoplesoft Schedule: WS0029

WS0034- Leaders

X07 (Leaders previously X08)

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	Step										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
02 \$	16.43	\$ 17.00	\$ 17.57	\$ 18.14	\$ 18.71	\$ 19.28	\$ 19.85	\$ 20.42	\$ 20.99	\$ 21.56	\$ 21.56	\$ 0.57
02L \$	17.92	\$ 18.54	\$ 19.16	\$ 19.78	\$ 20.40	\$ 21.02	\$ 21.64	\$ 22.26	\$ 22.88	\$ 23.50	\$ 23.50	\$ 0.62
03 \$	17.72	\$ 18.32	\$ 18.92	\$ 19.52	\$ 20.12	\$ 20.72	\$ 21.32	\$ 21.92	\$ 22.52	\$ 23.12	\$ 23.12	\$ 0.60
03L \$	19.37	\$ 20.04	\$ 20.71	\$ 21.38	\$ 22.05	\$ 22.72	\$ 23.39	\$ 24.06	\$ 24.73	\$ 25.40	\$ 25.40	\$ 0.67
04 \$	18.98	\$ 19.63	\$ 20.28	\$ 20.93	\$ 21.58	\$ 22.23	\$ 22.88	\$ 23.53	\$ 24.18	\$ 24.83	\$ 24.83	\$ 0.65
04L \$	20.76	\$ 21.48	\$ 22.20	\$ 22.92	\$ 23.64	\$ 24.36	\$ 25.08	\$ 25.80	\$ 26.52	\$ 27.24	\$ 27.24	\$ 0.72
05 \$	20.26	\$ 20.95	\$ 21.64	\$ 22.33	\$ 23.02	\$ 23.71	\$ 24.40	\$ 25.09	\$ 25.78	\$ 26.47	\$ 26.47	\$ 0.69
05L \$	22.04	\$ 22.82	\$ 23.60	\$ 24.38	\$ 25.15	\$ 25.93	\$ 26.71	\$ 27.49	\$ 28.27	\$ 29.05	\$ 29.05	\$ 0.78
06 \$	21.43	\$ 22.18	\$ 22.93	\$ 23.68	\$ 24.43	\$ 25.18	\$ 25.93	\$ 26.68	\$ 27.43	\$ 28.18	\$ 28.18	\$ 0.75
06L \$	23.54	\$ 24.35	\$ 25.16	\$ 25.97	\$ 26.78	\$ 27.59	\$ 28.40	\$ 29.21	\$ 30.02	\$ 30.83	\$ 30.83	\$ 0.81
07 \$	22.85	\$ 23.64	\$ 24.43	\$ 25.22	\$ 26.01	\$ 26.80	\$ 27.59	\$ 28.38	\$ 29.17	\$ 29.96	\$ 29.96	\$ 0.79
07L \$	24.97	\$ 25.84	\$ 26.71	\$ 27.58	\$ 28.45	\$ 29.32	\$ 30.19	\$ 31.06	\$ 31.93	\$ 32.80	\$ 32.80	\$ 0.87
08 \$	24.15	\$ 24.98	\$ 25.81	\$ 26.64	\$ 27.47	\$ 28.30	\$ 29.13	\$ 29.96	\$ 30.79	\$ 31.62	\$ 31.62	\$ 0.83
08L \$	26.40	\$ 27.34	\$ 28.28	\$ 29.22	\$ 30.16	\$ 31.10	\$ 32.04	\$ 32.98	\$ 33.92	\$ 34.86	\$ 34.86	\$ 0.94
09 \$	25.34	\$ 26.22	\$ 27.10	\$ 27.98	\$ 28.86	\$ 29.74	\$ 30.62	\$ 31.50	\$ 32.38	\$ 33.26	\$ 33.26	\$ 0.88
09L \$	27.80	\$ 28.76	\$ 29.72	\$ 30.68	\$ 31.64	\$ 32.60	\$ 33.56	\$ 34.52	\$ 35.48	\$ 36.44	\$ 36.44	\$ 0.96
10 \$	26.63	\$ 27.56	\$ 28.49	\$ 29.42	\$ 30.35	\$ 31.28	\$ 32.21	\$ 33.14	\$ 34.07	\$ 35.00	\$ 35.00	\$ 0.93
10L \$	29.23	\$ 30.24	\$ 31.25	\$ 32.26	\$ 33.27	\$ 34.28	\$ 35.29	\$ 36.30	\$ 37.31	\$ 38.32	\$ 38.32	\$ 1.01
11 \$	27.96	\$ 28.93	\$ 29.90	\$ 30.87	\$ 31.84	\$ 32.81	\$ 33.78	\$ 34.75	\$ 35.72	\$ 36.69	\$ 36.69	\$ 0.97
11L \$	30.65	\$ 31.71	\$ 32.77	\$ 33.83	\$ 34.89	\$ 35.95	\$ 37.01	\$ 38.07	\$ 39.13	\$ 40.19	\$ 40.19	\$ 1.06
12 \$	29.23	\$ 30.24	\$ 31.25	\$ 32.26	\$ 33.27	\$ 34.28	\$ 35.29	\$ 36.30	\$ 37.31	\$ 38.32	\$ 38.32	\$ 1.01
12L \$	32.03	\$ 33.13	\$ 34.23	\$ 35.33	\$ 36.43	\$ 37.53	\$ 38.63	\$ 39.73	\$ 40.83	\$ 41.93	\$ 41.93	\$ 1.10
13 \$	30.46	\$ 31.52	\$ 32.58	\$ 33.64	\$ 34.70	\$ 35.76	\$ 36.82	\$ 37.88	\$ 38.94	\$ 40.00	\$ 40.00	\$ 1.06
13L \$	33.27	\$ 34.48	\$ 35.69	\$ 36.90	\$ 38.11	\$ 39.32	\$ 40.53	\$ 41.74	\$ 42.95	\$ 44.16	\$ 44.16	\$ 1.21

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2019 Service Code Definition: Correctional Officers & EMS

Effective Date: October 14, 2018

Union/Nonunion: Union Affected CBU/Service Code(s): A01, A03, A20, A21

Pay Plan/Schedule: CS Series: 0007 Correctional Officer
 Peoplesoft Schedule: DS0070 0083 Special Police Officer
 X10 0699 EMT/Paramedic

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 44,083	\$ 45,215	\$ 46,347	\$ 47,479	\$ 48,611	\$ 49,743	\$ 50,875	\$ 52,007	\$ 53,139	\$ 54,271	\$ 1,132
6	\$ 47,575	\$ 48,837	\$ 50,099	\$ 51,361	\$ 52,623	\$ 53,885	\$ 55,147	\$ 56,409	\$ 57,671	\$ 58,933	\$ 1,262
7	\$ 50,689	\$ 52,118	\$ 53,547	\$ 54,976	\$ 56,405	\$ 57,834	\$ 59,263	\$ 60,692	\$ 62,121	\$ 63,550	\$ 1,429
8	\$ 55,886	\$ 57,468	\$ 59,050	\$ 60,632	\$ 62,214	\$ 63,796	\$ 65,378	\$ 66,960	\$ 68,542	\$ 70,124	\$ 1,582
9	\$ 61,517	\$ 63,263	\$ 65,009	\$ 66,755	\$ 68,501	\$ 70,247	\$ 71,993	\$ 73,739	\$ 75,485	\$ 77,231	\$ 1,746
10	\$ 67,505	\$ 69,424	\$ 71,343	\$ 73,262	\$ 75,181	\$ 77,100	\$ 79,019	\$ 80,938	\$ 82,857	\$ 84,776	\$ 1,919

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020 Service Code Definition: Professional and Scientific

Effective Date: October 13, 2019 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0077
 X01
 % Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
9 \$	55,230	56,994	58,758	60,522	62,286	64,050	65,814	67,578	69,342	71,106	\$	1,764
10 \$	60,586	62,529	64,472	66,415	68,358	70,301	72,244	74,187	76,130	78,073	\$	1,943
11 \$	66,542	68,680	70,818	72,956	75,094	77,232	79,370	81,508	83,646	85,784	\$	2,138
12 \$	82,326	84,883	87,440	89,997	92,554	95,111	97,668	100,225	102,782	105,339	\$	2,557
13 \$	94,858	97,899	100,940	103,981	107,022	110,063	113,104	116,145	119,186	122,227	\$	3,041
14 \$	112,111	115,703	119,295	122,887	126,479	130,071	133,663	137,255	140,847	144,439	\$	3,592

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020 Service Code Definition: Technical and Paraprofessional

Effective Date: October 13, 2019 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
Peoplesoft Schedule: DS0078
X02

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 37,237	\$ 38,534	\$ 39,831	\$ 41,128	\$ 42,425	\$ 43,722	\$ 45,019	\$ 46,316	\$ 47,613	\$ 48,910	\$ 1,297
6	\$ 41,259	\$ 42,697	\$ 44,135	\$ 45,573	\$ 47,011	\$ 48,449	\$ 49,887	\$ 51,325	\$ 52,763	\$ 54,201	\$ 1,438
7	\$ 45,718	\$ 47,307	\$ 48,896	\$ 50,485	\$ 52,074	\$ 53,663	\$ 55,252	\$ 56,841	\$ 58,430	\$ 60,019	\$ 1,589
8	\$ 50,207	\$ 51,807	\$ 53,407	\$ 55,007	\$ 56,607	\$ 58,207	\$ 59,807	\$ 61,407	\$ 63,007	\$ 64,607	\$ 1,600
9	\$ 55,230	\$ 56,994	\$ 58,758	\$ 60,522	\$ 62,286	\$ 64,050	\$ 65,814	\$ 67,578	\$ 69,342	\$ 71,106	\$ 1,764
10	\$ 60,586	\$ 62,529	\$ 64,472	\$ 66,415	\$ 68,358	\$ 70,301	\$ 72,244	\$ 74,187	\$ 76,130	\$ 78,073	\$ 1,943
11	\$ 66,542	\$ 68,680	\$ 70,818	\$ 72,956	\$ 75,094	\$ 77,232	\$ 79,370	\$ 81,508	\$ 83,646	\$ 85,784	\$ 2,138

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020 Service Code Definition: Clerical and Administrative Support

Effective Date: October 13, 2019 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0079
 X03

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
2 \$	30,130	\$ 31,183	\$ 32,236	\$ 33,289	\$ 34,342	\$ 35,395	\$ 36,448	\$ 37,501	\$ 38,554	\$ 39,607	\$ 1,053
3 \$	32,832	\$ 33,971	\$ 35,110	\$ 36,249	\$ 37,388	\$ 38,527	\$ 39,666	\$ 40,805	\$ 41,944	\$ 43,083	\$ 1,139
4 \$	34,432	\$ 35,602	\$ 36,772	\$ 37,942	\$ 39,112	\$ 40,282	\$ 41,452	\$ 42,622	\$ 43,792	\$ 44,962	\$ 1,170
5 \$	37,237	\$ 38,534	\$ 39,831	\$ 41,128	\$ 42,425	\$ 43,722	\$ 45,019	\$ 46,316	\$ 47,613	\$ 48,910	\$ 1,297
6 \$	41,259	\$ 42,697	\$ 44,135	\$ 45,573	\$ 47,011	\$ 48,449	\$ 49,887	\$ 51,325	\$ 52,763	\$ 54,201	\$ 1,438
7 \$	45,718	\$ 47,307	\$ 48,896	\$ 50,485	\$ 52,074	\$ 53,663	\$ 55,252	\$ 56,841	\$ 58,430	\$ 60,019	\$ 1,589
8 \$	50,207	\$ 51,807	\$ 53,407	\$ 55,007	\$ 56,607	\$ 58,207	\$ 59,807	\$ 61,407	\$ 63,007	\$ 64,607	\$ 1,600
9 \$	55,230	\$ 56,994	\$ 58,758	\$ 60,522	\$ 62,286	\$ 64,050	\$ 65,814	\$ 67,578	\$ 69,342	\$ 71,106	\$ 1,764

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Service Code Definition: Corrections and Other Occupation Groups

Fiscal Year: 2020

Effective Date: October 13, 2019

Union/Nonunion: Union
 Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0067
 X04
 % Increase: 3.0%

Job Series: 0006 Correctional Program Specialist
 0081 Fire Protection Specialist
 0101 Correctional Treatment Specialist
 0390 Telecommunications Equipment Operator
 1802 Cellblock Technician (Cellblock Only)
 1811 Criminal Investigator
 2151 Dispatcher (OUC Only)

Resolution Number:

Date of Resolution:

Grade	Step										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
4	\$ 39,946	\$ 41,056	\$ 42,166	\$ 43,276	\$ 44,386	\$ 45,496	\$ 46,606	\$ 47,716	\$ 48,826	\$ 49,936	\$ 51,046	\$ 1,110
5	\$ 45,943	\$ 47,184	\$ 48,425	\$ 49,666	\$ 50,907	\$ 52,148	\$ 53,389	\$ 54,630	\$ 55,871	\$ 57,112	\$ 58,353	\$ 1,241
6	\$ 48,429	\$ 49,814	\$ 51,199	\$ 52,584	\$ 53,969	\$ 55,354	\$ 56,739	\$ 58,124	\$ 59,509	\$ 60,894	\$ 62,279	\$ 1,385
7	\$ 52,269	\$ 53,808	\$ 55,347	\$ 56,886	\$ 58,425	\$ 59,964	\$ 61,503	\$ 63,042	\$ 64,581	\$ 66,120	\$ 67,659	\$ 1,539
8	\$ 54,476	\$ 56,184	\$ 57,892	\$ 59,600	\$ 61,308	\$ 63,016	\$ 64,724	\$ 66,432	\$ 68,140	\$ 69,848	\$ 71,556	\$ 1,708
9	\$ 58,307	\$ 60,190	\$ 62,073	\$ 63,956	\$ 65,839	\$ 67,722	\$ 69,605	\$ 71,488	\$ 73,371	\$ 75,254	\$ 77,137	\$ 1,883
10	\$ 64,208	\$ 66,283	\$ 68,358	\$ 70,433	\$ 72,508	\$ 74,583	\$ 76,658	\$ 78,733	\$ 80,808	\$ 82,883	\$ 84,958	\$ 2,075
11	\$ 68,295	\$ 70,566	\$ 72,837	\$ 75,108	\$ 77,379	\$ 79,650	\$ 81,921	\$ 84,192	\$ 86,463	\$ 88,734	\$ 91,005	\$ 2,271
12	\$ 81,834	\$ 84,562	\$ 87,290	\$ 90,018	\$ 92,746	\$ 95,474	\$ 98,202	\$ 100,930	\$ 103,658	\$ 106,386	\$ 109,114	\$ 2,728
13	\$ 97,307	\$ 100,552	\$ 103,797	\$ 107,042	\$ 110,287	\$ 113,532	\$ 116,777	\$ 120,022	\$ 123,267	\$ 126,512	\$ 129,757	\$ 3,245
14	\$ 115,004	\$ 118,834	\$ 122,664	\$ 126,494	\$ 130,324	\$ 134,154	\$ 137,984	\$ 141,814	\$ 145,644	\$ 149,474	\$ 153,304	\$ 3,830

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020 Service Code Definition: Social Worker & Student Trainee

Effective Date: October 13, 2019

Union/Nonunion: Union Affected CBU/Service Code(s): A22

Pay Plan/Schedule: CS Series: 0185 Social Worker
 Peoplesoft Schedule: DS0080 0186 Social Worker (Associate)
 X05

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
5 \$	54,478	55,908	57,338	58,768	60,198	61,628	63,058	64,488	65,918	67,348	1,430
7 \$	59,066	60,658	62,250	63,842	65,434	67,026	68,618	70,210	71,802	73,394	1,592
9 \$	64,048	65,817	67,586	69,355	71,124	72,893	74,662	76,431	78,200	79,969	1,769
11 \$	72,953	75,091	77,229	79,367	81,505	83,643	85,781	87,919	90,057	92,195	2,138
12 \$	82,326	84,883	87,440	89,997	92,554	95,111	97,668	100,225	102,782	105,339	2,557
13 \$	91,397	94,231	97,065	99,899	102,733	105,567	108,401	111,235	114,069	116,903	2,834

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Fiscal Year: 2020 Service Code Definition: Health Care Occupations

Effective Date: October 13, 2019 Service Codes: A15, A39

Union/Nonunion: Union Job Series:

- 0603 Physicians Assistant
- 0620 Licensed Practical Nurse
- 0625 Autopsy Assistant Mortuary
- 0638 Recreation Therapist
- 0644 Medical Technologist
- 0645 Medical Technician
- 0647 Diagnostic Radiologic Technician
- 0649 Medical Instrument Technician
- 0681 Dental Assistant
- 0682 Dental Hygienist
- 0688 Sanitarian

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0069 X06

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Step												Between Steps																																																																																																																																																																																																																																																																																																																																																																																		
	1	2	3	4	5	6	7	8	9	10																																																																																																																																																																																																																																																																																																																																																																																					
5	\$ 43,051	\$ 44,221	\$ 45,391	\$ 46,561	\$ 47,731	\$ 48,901	\$ 50,071	\$ 51,241	\$ 52,411	\$ 53,581	\$ 54,751	\$ 55,921	\$ 57,091	\$ 58,261	\$ 59,431	\$ 60,601	\$ 61,771	\$ 62,941	\$ 64,111	\$ 65,281	\$ 66,451	\$ 67,621	\$ 68,791	\$ 69,961	\$ 71,131	\$ 72,301	\$ 73,471	\$ 74,641	\$ 75,811	\$ 76,981	\$ 78,151	\$ 79,321	\$ 80,491	\$ 81,661	\$ 82,831	\$ 84,001	\$ 85,171	\$ 86,341	\$ 87,511	\$ 88,681	\$ 89,851	\$ 91,021	\$ 92,191	\$ 93,361	\$ 94,531	\$ 95,701	\$ 96,871	\$ 98,041	\$ 99,211	\$ 100,381	\$ 101,551	\$ 102,721	\$ 103,891	\$ 105,061	\$ 106,231	\$ 107,401	\$ 108,571	\$ 109,741	\$ 110,911	\$ 112,081	\$ 113,251	\$ 114,421	\$ 115,591	\$ 116,761	\$ 117,931	\$ 119,101	\$ 120,271	\$ 121,441	\$ 122,611	\$ 123,781	\$ 124,951	\$ 126,121	\$ 127,291	\$ 128,461	\$ 129,631	\$ 130,801	\$ 131,971	\$ 133,141	\$ 134,311	\$ 135,481	\$ 136,651	\$ 137,821	\$ 138,991	\$ 140,161	\$ 141,331	\$ 142,501	\$ 143,671	\$ 144,841	\$ 146,011	\$ 147,181	\$ 148,351	\$ 149,521	\$ 150,691	\$ 151,861	\$ 153,031	\$ 154,201	\$ 155,371	\$ 156,541	\$ 157,711	\$ 158,881	\$ 160,051	\$ 161,221	\$ 162,391	\$ 163,561	\$ 164,731	\$ 165,901	\$ 167,071	\$ 168,241	\$ 169,411	\$ 170,581	\$ 171,751	\$ 172,921	\$ 174,091	\$ 175,261	\$ 176,431	\$ 177,601	\$ 178,771	\$ 179,941	\$ 181,111	\$ 182,281	\$ 183,451	\$ 184,621	\$ 185,791	\$ 186,961	\$ 188,131	\$ 189,301	\$ 190,471	\$ 191,641	\$ 192,811	\$ 193,981	\$ 195,151	\$ 196,321	\$ 197,491	\$ 198,661	\$ 199,831	\$ 201,001	\$ 202,171	\$ 203,341	\$ 204,511	\$ 205,681	\$ 206,851	\$ 208,021	\$ 209,191	\$ 210,361	\$ 211,531	\$ 212,701	\$ 213,871	\$ 215,041	\$ 216,211	\$ 217,381	\$ 218,551	\$ 219,721	\$ 220,891	\$ 222,061	\$ 223,231	\$ 224,401	\$ 225,571	\$ 226,741	\$ 227,911	\$ 229,081	\$ 230,251	\$ 231,421	\$ 232,591	\$ 233,761	\$ 234,931	\$ 236,101	\$ 237,271	\$ 238,441	\$ 239,611	\$ 240,781	\$ 241,951	\$ 243,121	\$ 244,291	\$ 245,461	\$ 246,631	\$ 247,801	\$ 248,971	\$ 250,141	\$ 251,311	\$ 252,481	\$ 253,651	\$ 254,821	\$ 255,991	\$ 257,161	\$ 258,331	\$ 259,501	\$ 260,671	\$ 261,841	\$ 263,011	\$ 264,181	\$ 265,351	\$ 266,521	\$ 267,691	\$ 268,861	\$ 270,031	\$ 271,201	\$ 272,371	\$ 273,541	\$ 274,711	\$ 275,881	\$ 277,051	\$ 278,221	\$ 279,391	\$ 280,561	\$ 281,731	\$ 282,901	\$ 284,071	\$ 285,241	\$ 286,411	\$ 287,581	\$ 288,751	\$ 289,921	\$ 291,091	\$ 292,261	\$ 293,431	\$ 294,601	\$ 295,771	\$ 296,941	\$ 298,111	\$ 299,281	\$ 300,451	\$ 301,621	\$ 302,791	\$ 303,961	\$ 305,131	\$ 306,301	\$ 307,471	\$ 308,641	\$ 309,811	\$ 310,981	\$ 312,151	\$ 313,321	\$ 314,491	\$ 315,661	\$ 316,831	\$ 318,001	\$ 319,171	\$ 320,341	\$ 321,511	\$ 322,681	\$ 323,851	\$ 325,021	\$ 326,191	\$ 327,361	\$ 328,531	\$ 329,701	\$ 330,871	\$ 332,041	\$ 333,211	\$ 334,381	\$ 335,551	\$ 336,721	\$ 337,891	\$ 339,061	\$ 340,231	\$ 341,401	\$ 342,571	\$ 343,741	\$ 344,911	\$ 346,081	\$ 347,251	\$ 348,421	\$ 349,591	\$ 350,761	\$ 351,931	\$ 353,101	\$ 354,271	\$ 355,441	\$ 356,611	\$ 357,781	\$ 358,951	\$ 360,121	\$ 361,291	\$ 362,461	\$ 363,631	\$ 364,801	\$ 365,971	\$ 367,141	\$ 368,311	\$ 369,481	\$ 370,651	\$ 371,821	\$ 372,991	\$ 374,161	\$ 375,331	\$ 376,501	\$ 377,671	\$ 378,841	\$ 380,011	\$ 381,181	\$ 382,351	\$ 383,521	\$ 384,691	\$ 385,861	\$ 387,031	\$ 388,201	\$ 389,371	\$ 390,541	\$ 391,711	\$ 392,881	\$ 394,051	\$ 395,221	\$ 396,391	\$ 397,561	\$ 398,731	\$ 399,901	\$ 401,071	\$ 402,241	\$ 403,411	\$ 404,581	\$ 405,751	\$ 406,921	\$ 408,091	\$ 409,261	\$ 410,431	\$ 411,601	\$ 412,771	\$ 413,941	\$ 415,111	\$ 416,281	\$ 417,451	\$ 418,621	\$ 419,791	\$ 420,961	\$ 422,131	\$ 423,301	\$ 424,471	\$ 425,641	\$ 426,811	\$ 427,981	\$ 429,151	\$ 430,321	\$ 431,491	\$ 432,661	\$ 433,831	\$ 435,001	\$ 436,171	\$ 437,341	\$ 438,511	\$ 439,681	\$ 440,851	\$ 442,021	\$ 443,191	\$ 444,361	\$ 445,531	\$ 446,701	\$ 447,871	\$ 449,041	\$ 450,211	\$ 451,381	\$ 452,551	\$ 453,721	\$ 454,891	\$ 456,061	\$ 457,231	\$ 458,401	\$ 459,571	\$ 460,741	\$ 461,911	\$ 463,081	\$ 464,251	\$ 465,421	\$ 466,591	\$ 467,761	\$ 468,931	\$ 470,101	\$ 471,271	\$ 472,441	\$ 473,611	\$ 474,781	\$ 475,951	\$ 477,121	\$ 478,291	\$ 479,461	\$ 480,631	\$ 481,801	\$ 482,971	\$ 484,141	\$ 485,311	\$ 486,481	\$ 487,651	\$ 488,821	\$ 490,000

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020
Effective Date: October 13, 2019
Union/Nonunion: Union
Service Code Definition: Maintenance, Trades, & Labor
Affected CBU/Service Code(s): L- Leader
 B01 Regular
 B02 Leader

Pay Plan/Schedule: RW
Peoplesoft Schedule: WS0029
 WS0034- Leaders
 X07 (Leaders previously X08)

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Step										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
02 \$	16.91	17.50	18.09	18.68	19.27	19.86	20.45	21.04	21.63	22.22	\$	0.59
02L \$	18.45	19.09	19.73	20.37	21.01	21.65	22.29	22.93	23.57	24.21	\$	0.64
03 \$	18.28	18.89	19.50	20.11	20.72	21.33	21.94	22.55	23.16	23.77	\$	0.61
03L \$	19.95	20.64	21.33	22.02	22.71	23.40	24.09	24.78	25.47	26.16	\$	0.69
04 \$	19.55	20.22	20.89	21.56	22.23	22.90	23.57	24.24	24.91	25.58	\$	0.67
04L \$	21.39	22.13	22.87	23.61	24.35	25.09	25.83	26.57	27.31	28.05	\$	0.74
05 \$	20.87	21.58	22.29	23.00	23.71	24.42	25.13	25.84	26.55	27.26	\$	0.71
05L \$	22.74	23.53	24.32	25.11	25.90	26.69	27.48	28.27	29.06	29.85	\$	0.79
06 \$	22.08	22.85	23.62	24.39	25.16	25.93	26.70	27.47	28.24	29.01	\$	0.77
06L \$	24.26	25.09	25.92	26.75	27.58	28.41	29.24	30.07	30.90	31.73	\$	0.83
07 \$	23.55	24.36	25.17	25.98	26.79	27.60	28.41	29.22	30.03	30.84	\$	0.81
07L \$	25.74	26.63	27.52	28.41	29.30	30.19	31.08	31.97	32.86	33.75	\$	0.89
08 \$	24.89	25.74	26.59	27.44	28.29	29.14	29.99	30.84	31.69	32.54	\$	0.85
08L \$	27.22	28.18	29.14	30.10	31.06	32.02	32.98	33.94	34.90	35.86	\$	0.96
09 \$	26.09	27.00	27.91	28.82	29.73	30.64	31.55	32.46	33.37	34.28	\$	0.91
09L \$	28.63	29.62	30.61	31.60	32.59	33.58	34.57	35.56	36.55	37.54	\$	0.99
10 \$	27.42	28.38	29.34	30.30	31.26	32.22	33.18	34.14	35.10	36.06	\$	0.96
10L \$	30.11	31.15	32.19	33.23	34.27	35.31	36.35	37.39	38.43	39.47	\$	1.04
11 \$	28.80	29.80	30.80	31.80	32.80	33.80	34.80	35.80	36.80	37.80	\$	1.00
11L \$	31.54	32.64	33.74	34.84	35.94	37.04	38.14	39.24	40.34	41.44	\$	1.10
12 \$	30.11	31.15	32.19	33.23	34.27	35.31	36.35	37.39	38.43	39.47	\$	1.04
12L \$	33.00	34.13	35.26	36.39	37.52	38.65	39.78	40.91	42.04	43.17	\$	1.13
13 \$	31.38	32.47	33.56	34.65	35.74	36.83	37.92	39.01	40.10	41.19	\$	1.09
13L \$	34.26	35.51	36.76	38.01	39.25	40.50	41.75	43.00	44.25	45.50	\$	1.25

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2020 Service Code Definition: Correctional Officers & EMS

Effective Date: October 13, 2019

Union/Nonunion: Union Affected CBU/Service Code(s): A01, A03, A20, A21

Pay Plan/Schedule: CS Series: 0007 Correctional Officer
 Peoplesoft Schedule: DS0070 0083 Special Police Officer
 X10 0699 EMT/Paramedic

% Increase: 3.0%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
5	\$ 45,405	\$ 46,571	\$ 47,737	\$ 48,903	\$ 50,069	\$ 51,235	\$ 52,401	\$ 53,567	\$ 54,733	\$ 55,899	\$ 1,166
6	\$ 49,002	\$ 50,302	\$ 51,602	\$ 52,902	\$ 54,202	\$ 55,502	\$ 56,802	\$ 58,102	\$ 59,402	\$ 60,702	\$ 1,300
7	\$ 52,209	\$ 53,681	\$ 55,153	\$ 56,625	\$ 58,097	\$ 59,569	\$ 61,041	\$ 62,513	\$ 63,985	\$ 65,457	\$ 1,472
8	\$ 57,564	\$ 59,193	\$ 60,822	\$ 62,451	\$ 64,080	\$ 65,709	\$ 67,338	\$ 68,967	\$ 70,596	\$ 72,225	\$ 1,629
9	\$ 63,364	\$ 65,162	\$ 66,960	\$ 68,758	\$ 70,556	\$ 72,354	\$ 74,152	\$ 75,950	\$ 77,748	\$ 79,546	\$ 1,798
10	\$ 69,532	\$ 71,508	\$ 73,484	\$ 75,460	\$ 77,436	\$ 79,412	\$ 81,388	\$ 83,364	\$ 85,340	\$ 87,316	\$ 1,976

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021 Service Code Definition: Professional and Scientific

Effective Date: October 11, 2020 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0077
 X01
 % Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
9 \$	57,162	58,988	60,814	62,640	64,466	66,292	68,118	69,944	71,770	73,596	\$	1,826
10 \$	62,707	64,718	66,729	68,740	70,751	72,762	74,773	76,784	78,795	80,806	\$	2,011
11 \$	68,870	71,083	73,296	75,509	77,722	79,935	82,148	84,361	86,574	88,787	\$	2,213
12 \$	85,209	87,855	90,501	93,147	95,793	98,439	101,085	103,731	106,377	109,023	\$	2,646
13 \$	98,176	101,324	104,472	107,620	110,768	113,916	117,064	120,212	123,360	126,508	\$	3,148
14 \$	116,034	119,752	123,470	127,188	130,906	134,624	138,342	142,060	145,778	149,496	\$	3,718

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021 Service Code Definition: Technical and Paraprofessional

Effective Date: October 11, 2020 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0078
 X02

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	Steps											Between Steps
	1	2	3	4	5	6	7	8	9	10	11	
5 \$	38,538 \$	39,881 \$	41,224 \$	42,567 \$	43,910 \$	45,253 \$	46,596 \$	47,939 \$	49,282 \$	50,625 \$	51,968 \$	53,311 \$
6 \$	42,704 \$	44,192 \$	45,680 \$	47,168 \$	48,656 \$	50,144 \$	51,632 \$	53,120 \$	54,608 \$	56,096 \$	57,584 \$	59,072 \$
7 \$	47,317 \$	48,962 \$	50,607 \$	52,252 \$	53,897 \$	55,542 \$	57,187 \$	58,832 \$	60,477 \$	62,122 \$	63,767 \$	65,412 \$
8 \$	51,964 \$	53,620 \$	55,276 \$	56,932 \$	58,588 \$	60,244 \$	61,900 \$	63,556 \$	65,212 \$	66,868 \$	68,524 \$	70,180 \$
9 \$	57,162 \$	58,988 \$	60,814 \$	62,640 \$	64,466 \$	66,292 \$	68,118 \$	69,944 \$	71,770 \$	73,596 \$	75,422 \$	77,248 \$
10 \$	62,707 \$	64,718 \$	66,729 \$	68,740 \$	70,751 \$	72,762 \$	74,773 \$	76,784 \$	78,795 \$	80,806 \$	82,817 \$	84,828 \$
11 \$	68,870 \$	71,083 \$	73,296 \$	75,509 \$	77,722 \$	79,935 \$	82,148 \$	84,361 \$	86,574 \$	88,787 \$	91,000 \$	93,213 \$

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021 Service Code Definition: Clerical and Administrative Support

Effective Date: October 11, 2020 Series:

Union/Nonunion: Union Affected CBU/Service Code(s):

Pay Plan/Schedule: CS
 Peoplesoft Schedule: DS0079
 X03

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	Steps										Between Steps
	1	2	3	4	5	6	7	8	9	10	
2 \$	31,184 \$	32,274 \$	33,364 \$	34,454 \$	35,544 \$	36,634 \$	37,724 \$	38,814 \$	39,904 \$	40,994 \$	1,090
3 \$	33,981 \$	35,160 \$	36,339 \$	37,518 \$	38,697 \$	39,876 \$	41,055 \$	42,234 \$	43,413 \$	44,592 \$	1,179
4 \$	35,637 \$	36,848 \$	38,059 \$	39,270 \$	40,481 \$	41,692 \$	42,903 \$	44,114 \$	45,325 \$	46,536 \$	1,211
5 \$	38,538 \$	39,881 \$	41,224 \$	42,567 \$	43,910 \$	45,253 \$	46,596 \$	47,939 \$	49,282 \$	50,625 \$	1,343
6 \$	42,704 \$	44,192 \$	45,680 \$	47,168 \$	48,656 \$	50,144 \$	51,632 \$	53,120 \$	54,608 \$	56,096 \$	1,488
7 \$	47,317 \$	48,962 \$	50,607 \$	52,252 \$	53,897 \$	55,542 \$	57,187 \$	58,832 \$	60,477 \$	62,122 \$	1,645
8 \$	51,964 \$	53,620 \$	55,276 \$	56,932 \$	58,588 \$	60,244 \$	61,900 \$	63,556 \$	65,212 \$	66,868 \$	1,656
9 \$	57,162 \$	58,988 \$	60,814 \$	62,640 \$	64,466 \$	66,292 \$	68,118 \$	69,944 \$	71,770 \$	73,596 \$	1,826

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Service Code Definition: Corrections and Other Occupation Groups

Fiscal Year: 2021

Effective Date: October 11, 2020

Union/Nonunion: Union

Job Series:

- 0006 Correctional Program Specialist
- 0081 Fire Protection Specialist
- 0101 Correctional Treatment Specialist
- 0390 Telecommunications Equipment Operator
- 1802 Cellblock Technician (Cellblock Only)
- 1811 Criminal Investigator
- 2151 Dispatcher (OUC Only)

Pay Plan/Schedule: CS

Peoplesoft Schedule: DS0067

X04

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
4	\$ 41,344	\$ 42,493	\$ 43,642	\$ 44,791	\$ 45,940	\$ 47,089	\$ 48,238	\$ 49,387	\$ 50,536	\$ 51,685	\$ 1,149
5	\$ 47,549	\$ 48,834	\$ 50,119	\$ 51,404	\$ 52,689	\$ 53,974	\$ 55,259	\$ 56,544	\$ 57,829	\$ 59,114	\$ 1,285
6	\$ 50,119	\$ 51,554	\$ 52,989	\$ 54,424	\$ 55,858	\$ 57,293	\$ 58,728	\$ 60,163	\$ 61,598	\$ 63,033	\$ 1,435
7	\$ 54,098	\$ 55,691	\$ 57,284	\$ 58,877	\$ 60,470	\$ 62,063	\$ 63,656	\$ 65,249	\$ 66,842	\$ 68,435	\$ 1,593
8	\$ 56,382	\$ 58,150	\$ 59,918	\$ 61,686	\$ 63,454	\$ 65,222	\$ 66,990	\$ 68,758	\$ 70,526	\$ 72,294	\$ 1,768
9	\$ 60,347	\$ 62,296	\$ 64,245	\$ 66,194	\$ 68,143	\$ 70,092	\$ 72,041	\$ 73,990	\$ 75,939	\$ 77,888	\$ 1,949
10	\$ 66,454	\$ 68,602	\$ 70,750	\$ 72,898	\$ 75,046	\$ 77,194	\$ 79,342	\$ 81,490	\$ 83,638	\$ 85,786	\$ 2,148
11	\$ 70,687	\$ 73,037	\$ 75,387	\$ 77,737	\$ 80,087	\$ 82,437	\$ 84,787	\$ 87,137	\$ 89,487	\$ 91,837	\$ 2,350
12	\$ 84,700	\$ 87,523	\$ 90,346	\$ 93,169	\$ 95,992	\$ 98,815	\$ 101,638	\$ 104,461	\$ 107,284	\$ 110,107	\$ 2,823
13	\$ 100,711	\$ 104,070	\$ 107,429	\$ 110,788	\$ 114,147	\$ 117,506	\$ 120,865	\$ 124,224	\$ 127,583	\$ 130,942	\$ 3,359
14	\$ 119,029	\$ 122,993	\$ 126,957	\$ 130,921	\$ 134,885	\$ 138,849	\$ 142,813	\$ 146,777	\$ 150,741	\$ 154,705	\$ 3,964

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021 Service Code Definition: Social Worker & Student Trainee

Effective Date: October 11, 2020

Union/Nonunion: Union Affected CBU/Service Code(s): A22

Pay Plan/Schedule: CS Series: 0185 Social Worker
 Peoplesoft Schedule: DS0080 X05 0186 Social Worker (Associate)

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 56,385	\$ 57,865	\$ 59,345	\$ 60,825	\$ 62,305	\$ 63,785	\$ 65,265	\$ 66,745	\$ 68,225	\$ 69,705	\$ 1,480
7	\$ 61,132	\$ 62,780	\$ 64,428	\$ 66,076	\$ 67,724	\$ 69,372	\$ 71,020	\$ 72,668	\$ 74,316	\$ 75,964	\$ 1,648
9	\$ 66,289	\$ 68,120	\$ 69,951	\$ 71,782	\$ 73,613	\$ 75,444	\$ 77,275	\$ 79,106	\$ 80,937	\$ 82,768	\$ 1,831
11	\$ 75,506	\$ 77,719	\$ 79,932	\$ 82,145	\$ 84,358	\$ 86,571	\$ 88,784	\$ 90,997	\$ 93,210	\$ 95,423	\$ 2,213
12	\$ 85,209	\$ 87,855	\$ 90,501	\$ 93,147	\$ 95,793	\$ 98,439	\$ 101,085	\$ 103,731	\$ 106,377	\$ 109,023	\$ 2,646
13	\$ 94,593	\$ 97,527	\$ 100,461	\$ 103,395	\$ 106,329	\$ 109,263	\$ 112,197	\$ 115,131	\$ 118,065	\$ 120,999	\$ 2,934

District of Columbia Government Salary Schedule: Comp Unit 1 & 2



Fiscal Year: 2021 Service Code Definition: Health Care Occupations

Effective Date: October 11, 2020 Service Codes: A15, A39

Union/Nonunion: Union Job Series:

Pay Plan/Schedule: CS 0603 Physicians Assistant

Peoplesoft Schedule: DS0069 X06 0620 Licensed Practical Nurse

0625 Autopsy Assistant Mortuary

0638 Recreation Therapist

0644 Medical Technologist

0645 Medical Technician

0647 Diagnostic Radiologic Technician

0649 Medical Instrument Technician

0681 Dental Assistant

0682 Dental Hygienist

0688 Sanitarian

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 44,558	\$ 45,769	\$ 46,980	\$ 48,191	\$ 49,402	\$ 50,613	\$ 51,824	\$ 53,035	\$ 54,246	\$ 55,457	\$ 1,211
6	\$ 49,386	\$ 50,728	\$ 52,070	\$ 53,412	\$ 54,754	\$ 56,096	\$ 57,438	\$ 58,780	\$ 60,122	\$ 61,464	\$ 1,342
7	\$ 53,108	\$ 54,610	\$ 56,112	\$ 57,614	\$ 59,116	\$ 60,618	\$ 62,120	\$ 63,622	\$ 65,124	\$ 66,626	\$ 1,502
8	\$ 58,585	\$ 60,239	\$ 61,893	\$ 63,547	\$ 65,201	\$ 66,855	\$ 68,509	\$ 70,163	\$ 71,817	\$ 73,471	\$ 1,654
9	\$ 64,470	\$ 66,298	\$ 68,126	\$ 69,954	\$ 71,782	\$ 73,610	\$ 75,438	\$ 77,266	\$ 79,094	\$ 80,922	\$ 1,828
10	\$ 70,762	\$ 72,767	\$ 74,772	\$ 76,777	\$ 78,782	\$ 80,787	\$ 82,792	\$ 84,797	\$ 86,802	\$ 88,807	\$ 2,005
11	\$ 77,734	\$ 79,942	\$ 82,150	\$ 84,358	\$ 86,566	\$ 88,774	\$ 90,982	\$ 93,190	\$ 95,398	\$ 97,606	\$ 2,208
12	\$ 93,144	\$ 95,791	\$ 98,438	\$ 101,085	\$ 103,732	\$ 106,379	\$ 109,026	\$ 111,673	\$ 114,320	\$ 116,967	\$ 2,647

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021
Service Code Definition: Maintenance, Trades, & Labor

Effective Date: October 11, 2020

L- Leader

Union/Nonunion: Union
Affected CBU/Service Code(s): B01 Regular
 B02 Leader

Pay Plan/Schedule: RW
Peoplesoft Schedule: WS0029
 WS0034- Leaders
 X07 (Leaders previously X08)

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	Step										Between Steps	
	1	2	3	4	5	6	7	8	9	10		
02 \$	17.50	18.11	18.72	19.33	19.94	20.55	21.16	21.77	22.38	22.99	\$	0.61
02L \$	19.07	19.74	20.41	21.08	21.75	22.42	23.09	23.76	24.43	25.10	\$	0.67
03 \$	18.89	19.53	20.17	20.81	21.45	22.09	22.73	23.37	24.01	24.65	\$	0.64
03L \$	20.66	21.37	22.08	22.79	23.50	24.21	24.92	25.63	26.34	27.05	\$	0.71
04 \$	20.21	20.91	21.61	22.31	23.01	23.71	24.41	25.11	25.81	26.51	\$	0.70
04L \$	22.16	22.92	23.68	24.44	25.20	25.96	26.72	27.48	28.24	29.00	\$	0.76
05 \$	21.62	22.35	23.08	23.81	24.54	25.27	26.00	26.73	27.46	28.19	\$	0.73
05L \$	23.53	24.35	25.17	25.99	26.81	27.63	28.45	29.27	30.09	30.91	\$	0.82
06 \$	22.84	23.64	24.44	25.24	26.04	26.84	27.64	28.44	29.24	30.04	\$	0.80
06L \$	25.11	25.97	26.83	27.69	28.55	29.41	30.27	31.13	31.99	32.85	\$	0.86
07 \$	24.37	25.21	26.05	26.89	27.73	28.57	29.41	30.25	31.09	31.93	\$	0.84
07L \$	26.61	27.54	28.47	29.40	30.33	31.26	32.19	33.12	34.05	34.98	\$	0.93
08 \$	25.76	26.64	27.52	28.40	29.28	30.16	31.04	31.92	32.80	33.68	\$	0.88
08L \$	28.15	29.15	30.15	31.15	32.15	33.15	34.15	35.15	36.15	37.15	\$	1.00
09 \$	27.01	27.95	28.89	29.83	30.77	31.71	32.65	33.59	34.53	35.47	\$	0.94
09L \$	29.65	30.67	31.69	32.71	33.73	34.75	35.77	36.79	37.81	38.83	\$	1.02
10 \$	28.39	29.38	30.37	31.36	32.35	33.34	34.33	35.32	36.31	37.30	\$	0.99
10L \$	31.15	32.23	33.31	34.39	35.47	36.55	37.63	38.71	39.79	40.87	\$	1.08
11 \$	29.79	30.83	31.87	32.91	33.95	34.99	36.03	37.07	38.11	39.15	\$	1.04
11L \$	32.64	33.78	34.92	36.06	37.20	38.34	39.48	40.62	41.76	42.90	\$	1.14
12 \$	31.15	32.23	33.31	34.39	35.47	36.55	37.63	38.71	39.79	40.87	\$	1.08
12L \$	34.15	35.32	36.49	37.66	38.83	40.00	41.17	42.34	43.51	44.68	\$	1.17
13 \$	32.47	33.60	34.73	35.86	36.99	38.12	39.25	40.38	41.51	42.64	\$	1.13
13L \$	35.50	36.78	38.06	39.34	40.62	41.90	43.18	44.46	45.74	47.02	\$	1.28

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)



Fiscal Year: 2021 Service Code Definition: Correctional Officers & EMS

Effective Date: October 11, 2020

Union/Nonunion: Union Affected CBU/Service Code(s): A01, A03, A20, A21

Pay Plan/Schedule: CS Series: 0007 Correctional Officer
 Peoplesoft Schedule: DS0070 0083 Special Police Officer
 X10 0699 EMT/Paramedic

% Increase: 3.5%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
5	\$ 46,997	\$ 48,203	\$ 49,409	\$ 50,615	\$ 51,821	\$ 53,027	\$ 54,233	\$ 55,439	\$ 56,645	\$ 57,851	\$ 1,206
6	\$ 50,719	\$ 52,064	\$ 53,409	\$ 54,754	\$ 56,099	\$ 57,444	\$ 58,789	\$ 60,134	\$ 61,479	\$ 62,824	\$ 1,345
7	\$ 54,038	\$ 55,561	\$ 57,084	\$ 58,607	\$ 60,130	\$ 61,653	\$ 63,176	\$ 64,699	\$ 66,222	\$ 67,745	\$ 1,523
8	\$ 59,579	\$ 61,265	\$ 62,951	\$ 64,637	\$ 66,323	\$ 68,009	\$ 69,695	\$ 71,381	\$ 73,067	\$ 74,753	\$ 1,686
9	\$ 65,585	\$ 67,445	\$ 69,305	\$ 71,165	\$ 73,025	\$ 74,885	\$ 76,745	\$ 78,605	\$ 80,465	\$ 82,325	\$ 1,860
10	\$ 71,966	\$ 74,011	\$ 76,056	\$ 78,101	\$ 80,146	\$ 82,191	\$ 84,236	\$ 86,281	\$ 88,326	\$ 90,371	\$ 2,045