

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE OMBUDSMAN FOR PUBLIC EDUCATION
AND
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the Office of the Ombudsman for Public Education (“Ombudsman”), the seller agency, and the Office of the State Superintendent of Education (“OSSE”), the buyer agency, collectively referred to herein as the “Parties” and each individually referred to herein as a “Party.”

II. OVERVIEW OF THE PARTIES

- A. Ombudsman is an office housed within the State Board of Education (“SBOE”). Ombudsman is charged with using conflict resolution services to help schools and families resolve conflict and address challenges. Ombudsman serves all eligible K-12 students in the District, including students with disabilities.
- B. OSSE is the state education agency for the District of Columbia (“District”). OSSE is charged with raising the quality of education for all District residents. OSSE serves as the District’s liaison to the U.S. Department of Education and works closely with District of Columbia Public Schools and public charter schools to achieve its key education functions. The mission of OSSE is to work urgently and purposefully, in partnership with education and related systems, to sustain, accelerate, and deepen progress for District students with the goal of closing the achievement gap and ensuring people of all ages and backgrounds are prepared to succeed in school and in life.

III. BACKGROUND AND PURPOSE

- A. OSSE and Ombudsman have a common interest in the return and recovery of the District following the coronavirus pandemic (COVID-19) and to ensure that students with disabilities or students suspected of having a disability and their families have access to information and resources that support their right to a free and appropriate public education.
- B. Ombudsman has exclusive authority to administer its budget, subject to the oversight authority of SBOE to ensure compliance with D.C. law.
- C. It is the joint goal of the Parties to guide students with disabilities and their parents, families, and caregivers with respect to special education and recovery from the impact of the coronavirus pandemic (COVID-19). As students return to in-person learning, the Parties want to help address the effects of interrupted instruction in school years 2021-22, 2022-23, and 2023-24. Both Parties anticipate greater need

to support the families of students with disabilities in maneuvering around challenges related to COVID-19 and special education, understanding special education laws, policies, and resources in the District; and for support in partnering with schools to address their students' needs. As a result, there is an emergency need to increase available supports for the families of students with disabilities.

D. Under the Elementary and Secondary School Emergency Relief Fund (ESSER) American Rescue Plan (ARP) Act (ESSER III-ARP), the U.S. Department of Education awarded grants to enable State Education Agencies (SEAs) to enact appropriate measures to help schools implement mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational Strategy for K-12 Schools to the greatest extent practicable; address the many impacts of COVID-19 on students, including from interrupted instruction; implement strategies to meet students' social, emotional, mental health, and academic needs; offer crucial evidence-based summer, afterschool, and other extended learning and enrichment programs; support early childhood education; invest in staff capacity; and avoid devastating layoffs at this critical moment, ensuring that all students have access to teachers, counselors, and other school personnel to support their needs. ESSER III-ARP funding will enable States and school districts, as well as schools, to support students who have been most severely impacted by the pandemic and are likely to have suffered the most because of longstanding inequities in our communities and schools. (Details of the funding are provided in Appendix B of this MOU.)

E. Because the Parties anticipate a need for additional supports for families of students with disabilities grappling with challenges related to COVID-19, under this MOU, OSSE will transfer ESSER III-ARP funding to Ombudsman to create new services for families of students with disabilities in navigating the education system referred to herein as the Special Education Parent Resource Center ("Center"). The purpose of the Center is to serve as an information hub for families of students with disabilities to demystify special education laws and policies including providing accurate information about special education laws and policies; addressing family concerns; and normalizing parent and family partnership with schools in meeting the educational needs of students with disabilities. Specifically, the funding will cover the salary and benefits of four additional full-time employees (FTEs) devoted to supporting parents and families with special education systems in public schools in the District of Columbia; new resources to reach and communicate with families and build their knowledge and capacity about special education; and training and peer-to-peer supports for families and schools. The Center shall be housed within the Office of the Ombudsman but with clear and distinct responsibilities, marketing, and staffing. See Section VI and Appendix A for a detailed scope of work and deliverables covered by this funding.

IV. AUTHORITY FOR MOU

The authority for this MOU is D.C. Official Code § 1-301.01(k); D.C. Official Code § 38-2602(b)(15); and Section 2001(f)(4) of the American Rescue Plan Act (ARP Act) (Public Law 117-2), which was signed into law on March 11, 2021.

V. EFFECTIVE DATE AND DURATION OF THE MOU

- A.** This MOU shall be effective on January 1, 2022, and shall remain in effect through September 30, 2022, unless earlier terminated in writing by the Parties.
- B.** The Parties may extend the term of this MOU through September 30, 2024, by exercising up to two one-year option periods. Such extensions, if exercised, shall be agreed to in writing, by the Parties, on or before September 30, 2022 and 2023, respectively. In the event that the MOU is fully extended, all ESSER funds must be expended by September 30, 2024.

VI. SCOPE OF SERVICES

A. RESPONSIBILITIES OF OMBUDSMAN

Ombudsman shall:

1. Develop a set of “tier 1” services available for families of students with disabilities and students who may have disabilities through the Center, which are distinct from the services provided by the Ombudsman for all families. These “tier 1” services include but are not limited to providing accurate information about special education laws and policies, triaging family concerns, and normalizing parent partnership in meeting the educational needs of students with disabilities. Families of students with disabilities will begin with the Center for tier 1 concerns such as questions about special education, understanding rights, what to expect in an individualized education program (IEP) meeting, or how to ask for an evaluation. All families experiencing special education concerns will start with the Center. The Center will escalate “tier 2” concerns to the Ombudsman for more in-depth and individualized concerns or challenges. An example of a tier 2 concern is a family requesting an evaluation, but the school never held an analysis of existing data meeting. Also, families experiencing multi-layered challenges or who have attempted to resolve the concern at the school level independently but without success would be connected directly to the Office for tier 2 interventions. In an effort to ensure clarity of the distinction between the roles of the Office and the Center but remain flexible to address families’ needs, the Office will develop guidelines or a policy to help clarify for partners and families the division in services between tier 1 and tier 2 within a year of launching the Center.
2. Recruit, hire, and manage four FTE positions who will dedicate

his/her/their time to addressing the needs of students with disabilities and their families under the guidance and direction of the Ombudsman. If the Ombudsman determines that the nature of these roles should change significantly, the Ombudsman must document the proposed changes and share with OSSE for approval prior to their implementation. These positions and the responsibilities of each position include, but are not limited to, the following:

- a) **Managing Director:** Responsible for running the day-to-day operations of the Center under the direction and guidance of the Ombudsman. Implements Center policies and procedures and serves as the direct point of contact for Center staff. Reviews OSSE policy guidance and reduces content into accessible language for families and non-special education experts. Research existing resources for students with disabilities; identifies resource gaps; recommends existing resources and creates new resources where needed, ensuring that any new resources are accessible. Leads development of the Center website under the direction of the Ombudsman.
- b) **Communications & Community Engagement Coordinator:** Responsible for conducting community outreach and engagement, including developing and delivering presentations and workshops to families and schools; and developing video resources, facilitating parent workshops, and supporting school trainings.
- c) **Two Program Support Specialists:** Responsible for providing administrative support and staffing the hotline, email, and text messaging line for parents and caregivers contacting Ombudsman for support with special education concerns and questions; leading planning efforts and coordination for peer-to-peer parent support groups; and supporting logistics for events and outreach opportunities.

3. Develop an accessible, stand-alone website for the new centralized services for families of students with disabilities as part of the Center. The website will collect resources relevant to a parent's journey to support their student from local and national organizations from birth through secondary transition. Ombudsman will publish new documents and resources on the website and organize content in an easy-to-navigate way for parents, including a journey map that summarizes the roles of governmental and non-governmental organizations in DC related to special education. This website will be distinct from the website of the Office of the Ombudsman.
4. **Create and staff a hotline/call center and text message line for families with questions about special education in the District.**
5. Provide, to the extent possible in the physical space, access for families to

connect with the Center at the Ombudsman physical location at 441 4th St. NW. Given the limited physical office space and ongoing safety concerns related to the COVID-19 pandemic, Center staff may telework in a hybrid structure – with at least one day per week in the office, as long as it is safe to do so – until a suitable physical location is determined. The Center will also hold in-person office hours at libraries, community-based organizations, and schools in the community, prioritizing the target wards of Ward 1, 5, 7 and 8.

6. Develop new training materials, videos, and resources for families of students with disabilities pertaining to special education in the District.
7. Support families with in-person and/or virtual group workshops, peer-to-peer groups, and/or individual meetings to answer questions and provide information about special education.
8. Design and share trainings or workshops for schools and local education agencies (LEAs) to encourage and strengthen parent-school relationships in service of the educational needs of students with disabilities.
9. Develop a name, logo, and other visual branding for the Center that is distinct of that from that of the Office of the Ombudsman and provide proactive messaging to stakeholders to explain the relationship between the Center and the Office of the Ombudsman.
10. Engage in a marketing and outreach campaign to share information about the Center and its services for families of students with disabilities, including, but not limited to Metro bus advertisement; digital advertisement; in-person and virtual events; and promotion through District schools and LEAs and partner organizations. This marketing and outreach campaign for the Center will be distinguished from outreach regarding the services of the Office of the Ombudsman. These marketing efforts will be focused on Wards 1, 5, 7 and 8.
11. Engage in broad stakeholder engagement with families of students with disabilities, LEAs across DC, and with existing and developing special education non-profits, advocacy, and educational groups.
12. Lead regular check-ins with OSSE team members, at a frequency mutually agreed upon with OSSE, proactively bringing timely updates on progress and key roadblocks as well as identifying areas where input is needed to clarify OSSE guidance and ensure consistent messaging across OSSE, the Center, and the Ombudsman.
13. Maintain programmatic and financial documentation of the subgrant for five (5) years after the completion of the program.

14. Provide a report in a mutually agreed upon format to OSSE monthly for the first six months after the signing of this MOU, annually in October covering the previous fiscal year, and each January and May covering the previous four months. See Appendix B for a chart of report time periods and due dates. .
15. Perform other actions as necessary to timely complete funded activities in accordance with Appendix A.

B. RESPONSIBILITIES OF OSSE

OSSE shall:

1. Transfer funds to Ombudsman as provided in Section VII of this MOU.
2. Monitor and report all expenditures, services, and outcomes under this MOU in compliance with U.S. Department of Education requirements.
3. Participate in regular check-ins with key leadership from the Ombudsman and the Center, including proactively identifying with as much advance notice as possible the OSSE guidance that will require translation by the Center into family-friendly language as well as where consistent messaging is needed across OSSE, the Ombudsman and the Center and any challenges that need to be mutually addressed.

VII. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed one million, five hundred thousand dollars (\$1,500,000.00). Funding for services shall not exceed the actual cost of the services.

B. PAYMENT

1. No earlier than January 1, 2022, OSSE shall make an intra-District advance to Ombudsman in the total amount of one million, five hundred thousand dollars (\$1,500,000.00) for the services to be provided by Ombudsman under this MOU beginning no earlier than January 1, 2022.
2. Ombudsman shall relieve the advance only for those services provided pursuant to the terms of this MOU.
3. Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2022 if Ombudsman has reason to believe that the entire

advance will not be billed during Fiscal Year 2022. At the end of Fiscal Year 2022, the intra-District balance shall be closed out and any unspent funds ("Fiscal Year 2022 Unspent Funds") shall be returned to OSSE. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2022.

4. If the Parties exercise the first option to extend this MOU under Section V.B. of this MOU:

- a) OSSE shall, at the beginning of Fiscal Year 2023, make an intra-District advance to Ombudsman in the amount of the Fiscal Year 2022 Unspent Funds, if such funds remain appropriated and available under District and federal law. If all of the Fiscal Year 2022 Unspent Funds do not remain appropriated and available, OSSE shall make an intra-District advance to Ombudsman at the beginning of Fiscal Year 2023 in the amount of the Fiscal Year 2022 Unspent Funds that do remain appropriated and available.
- b) Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2023 if Ombudsman has reason to believe that the entire advance will not be billed during Fiscal Year 2023.
- c) At the end of Fiscal Year 2023, the intra-District balance shall be closed out and any unspent funds ("Fiscal Year 2023 Unspent Funds") shall be returned to OSSE. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2023.

5. If the Parties exercise the second option to extend this MOU under section V.B. of this MOU:

- a) OSSE shall, at the beginning of Fiscal Year 2024, make an intra-District advance to Ombudsman in the amount of the Fiscal Year 2023 Unspent Funds, if such funds remain appropriated and available under District and federal law. If all the Fiscal Year 2023 Unspent Funds do not remain appropriated and available, OSSE shall make an intra-District advance to Ombudsman at the beginning of Fiscal Year 2024 in the amount of the Fiscal Year 2023 Unspent Funds that do remain appropriated and available.
- b) Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2024 if DME has reason to believe that all the advance will not be billed during Fiscal Year 2024.
- c) At the end of Fiscal Year 2024, the intra-District balance shall be closed out and any unspent funds shall be returned to OSSE.

Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2024.

6. Within twenty-five (25) calendar days after the end of each month, Ombudsman shall submit to OSSE a report listing each expenditure made from the advanced funds during the month. The report shall include the following information for each listed expenditure: the dollar amount of the expenditure, the purpose for which the expenditure was made, and the reimbursement category to which the expenditure was charged.

C. ANTI-DEFICIENCY CONSIDERATIONS

Nothing contained herein shall be constrained to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341. The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341 *et seq.*; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. AMENDMENTS

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

IX. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

X. COMPLIANCE AND MONITORING

- A. The parties will cooperate with any examination of records with respect to funds transferred to Ombudsman pursuant to this MOU by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of: (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other District or federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- B. Ombudsman shall be subject to scheduled and unscheduled monitoring reviews by OSSE and/or its designee or by other officials as may be specified by OSSE in its

sole discretion to ensure compliance with all applicable District and federal laws and regulations.

- C. Ombudsman shall comply with requests from OSSE for information and documents, excluding any and all information and documents that would violate Ombudsman's confidentiality limitations provided in D.C. Code § 38-355, to evaluate the impact of the ESSER III-ARP Special Education Assistant Ombudsman and shall facilitate a monitoring review by OSSE or the U.S. Department of Education if a monitoring review is requested by OSSE or the U.S. Department of Education.

XI. RECORDS AND REPORTS

Ombudsman shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than five (5) years from the date of expiration or termination of this MOU and, upon OSSE's request, make these documents available for inspection by duly authorized representatives of OSSE and other officials as may be specified by OSSE in its sole discretion.

XII. TERMINATION

Any Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. This MOU may also be terminated upon shorter notice by any Party for the following reasons, if such shorter termination period is necessary based on such reason for termination:

1. Lack of funding;
2. Lack of Congressionally-approved budget;
3. Changes in applicable law;
4. Changes in a District or federal policy affecting the services described in this MOU;
5. Changes in the structure or the nature of the program covered by this MOU;
6. Elimination of the program or services covered by this MOU; or
7. Failure of a Party to comply with District or federal laws, rules, or regulations.

XIII. NOTICES

- A. Any notice required pursuant to this MOU shall be provided in writing by email.
- B. The following individuals are the contact points for each Party under this MOU:

Ombudsman:

Serena M. Hayes

Ombudsman, Office of the Ombudsman for Public Education

(202) 741-4693

Serena.Hayes@dc.gov

OSSE:

Sarah Martin

Senior Advisor for Recovery, OSSE

(202) 716-8704

Sarah.Martin@dc.gov

XIV. PROCUREMENT PRACTICES REFORM ACT

If Ombudsman plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then Office of the Ombudsman shall abide by the provisions of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01 *et seq.*) to procure the goods and/or services.

XV. RESOLUTION OF DISPUTES

All adjustments and/or disputes arising from services provided under this MOU shall be resolved by the contact points for the Parties listed in Section XIII of this MOU. If the contact points are unable to resolve the dispute, the dispute shall be referred to the directors of Ombudsman and OSSE for resolution.

XVI. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Records, documents, correspondence, and other materials shall be maintained in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations (20 U.S.C. § 1232; 34 CFR Part 99), to the extent that FERPA or its implementing regulations apply to the records, documents, correspondence, and other materials.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates written below as

follows:

OFFICE OF THE OMBUDSMAN FOR PUBLIC EDUCATION:

Serena Hayes
Serena M. Hayes, Ombudsman

1/3/2022
Date

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Christina Grant
Christina Grant, State Superintendent

12/29/2021
Date

APPENDIX A

Timeline of Key Milestones and Quantified Deliverables by Year

The dates below assume an MOU execution date of January 1st, 2022. If the memo is executed at a later date, the deliverable dates may be revised to reflect the same delay.

Fiscal Year 2022			
Deliverable	Quantity	Format/Method of Delivery	Due Date
Hire Managing Director, Communications & Community Engagement Coordinator, and one Program Support Specialist	3 FTEs	Not applicable	Before April 2022
Guidelines or policy for staff to use with external partners about the distinction in services between the Center and the Office of the Ombudsman	1 policy/set of guidelines	Microsoft suite, shared via email	By August 2022
Coordinate and host parent workshops/trainings	3-5 25 attendees per workshop	In-person and/or virtual	Monthly training in April, May, August, and September

Coordinate and host informal meetings for parents to connect	5-10 10 attendees per meeting	In-person and/or virtual	Beginning in August with a target of at least one event/month.
Coordinate and provide training for LEAs/schools	Focus on collaboration and relationship building with schools and other DC organizations to determine feasibility and interest.	In-person and/or virtual	Early summer 2022
Parent-friendly versions of DC policies	1-3	Microsoft suite and/or on website, shared via email	Spaced throughout the year
New printed resources	5-6	Microsoft suite and/or on website, shared via email	As available throughout the year
Landscape Map	1	Microsoft suite and/or shared on website delivered via email	August 2022
Establish a set of metrics for accountability and transparency to OSSE	1	Microsoft suite delivered via email	Created in partnership with OSSE, with an anticipated timeline of updates to CRM system no later than August
Monthly report for first 6 months	6	Microsoft suite delivered via email, using a standard format mutually agreed upon by both parties	6 business days after the end of each month, aligned to the contract start date
Annual Report	1	Microsoft suite and/or on website, shared via email using a standard format mutually agreed upon by both parties and including budget vs. actuals for FY22 and a revised budget for FY23.	October 2022, due one month after the start of the new fiscal year

Fiscal Year 2023			
Deliverable	Quantity	Format/Method of Delivery	Due Date
Hire one Program Support Specialist	1 FTE	Not applicable	Fall 2023
Coordinate and host parent workshops/training	12	In-person and/or virtual	One training/month
Coordinate and host informal meetings for parents to connect	24	In-person and/or virtual	Beginning in May with target of at least one event/month.

Coordinate and provide training for LEAs/Schools	16 training 2 trainings/school 30 schools/training (Total of 240 schools)	In-person and/or virtual	Early summer 2022
Parent-friendly versions of DC policies	3-5	Microsoft suite and/or on website, shared via email	Spaced throughout the year
New printed resources	10-12 printed resources	Microsoft suite and/or on website, shared via email	As available throughout the year
New video resources	6 short videos	On website or other online platform (e.g., YouTube), shared via email	As available throughout the year
Triennial trend report	3	Microsoft suite delivered via email, using a standard format mutually agreed upon by both parties	January and June 2023, due 15 business days after the start of the month
Annual Report	1	Microsoft suite and/or on website, shared via email using a standard format mutually agreed upon by both parties and including budget vs. actuals for FY22 and a revised budget for FY23.	October 2023, due one month after the start of the new fiscal year

Fiscal Year 2024			
Deliverable	Quantity	Format/Method of Delivery	Due Date
Coordinate and host parent workshops/training	12	In-person and/or virtual	Monthly trainings
Coordinate and host informal meetings for parents to connect	24	In-person and/or virtual	Beginning in May with target of at least one event/month.
Coordinate and provide training for LEAs/Schools	16 trainings 2 trainings/school 30 schools/training (Total of 240 schools)	In-person and/or virtual	Early summer 2022
Parent-friendly versions of DC policies	3-5	Microsoft suite and/or on website, shared via email	Spaced throughout the year
New printed resources	10-12 printed resources	Microsoft suite and/or on website, shared via	As available throughout the year

		email	
Triennial trend report	3	Microsoft suite delivered via email, using a standard format mutually agreed upon by both parties	January and June 2024, due 15 business days after the start of the month
Annual Report	1	Microsoft suite and/or on website, shared via email using a standard format mutually agreed upon by both parties and including budget vs. actuals for FY22 and a revised budget for FY23.	October 2024, due one month after the start of the new fiscal year

APPENDIX B

Summary of Reporting

Report Type	Time Period Covered	Due Date
Monthly Report	January 2022	Feb. 7, 2022
Monthly Report	February 2022	March 7, 2022
Monthly Report	March 2022	April 8, 2022
Monthly Report	April 2022	May 9, 2022
Monthly Report	May 2022	June 8, 2022
Monthly Report	June 2022	July 11, 2022
Annual Report	January-September 2022	October 31, 2022
Triennial Report	October 2022-January 2023	February 15, 2023
Triennial Report	February-May 2023	June 15, 2023
Annual Report	October 2022-September 2023	October 31, 2023
Triennial Report	October 2023-January 2024	February 15, 2024
Triennial Report	February-May 2024	June 15, 2024
Annual Report	October 2023-September 2024	October 31, 2024

APPENDIX C

Grant Number	Grant Title	Fiscal Year	Period Available	Estimated Reimbursement Amount	Reimbursement Status	Grant Type
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U3SERF	Elementary and Secondary School Emergency Relief Fund - American Rescue Plan Act (ESSER III-ARP)	FY 2022 through FY 2024	January 1, 2022– Sept. 30, 2024	\$1,500,000.00	Preliminary	Federal Reimbursement
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THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

I. INTRODUCTION

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II. OVERVIEW OF THE PARTIES

A. Ombudsman is an office housed within the State Board of Education (“SBOE”). Ombudsman is charged with using conflict resolution services to help schools and families resolve conflict and navigate challenges. Ombudsman serves all eligible K-12 students in the District, including students with disabilities.

B. OSSE is the state education agency for the District of Columbia (“District”). OSSE is charged with raising the quality of education for all District residents. OSSE serves as the District’s liaison to the U.S. Department of Education and works closely with District of Columbia Public Schools and public charter schools to achieve its key education functions. The mission of OSSE is to work urgently and purposefully, in partnership with education and related systems, to sustain, accelerate, and deepen progress for District students with the goal of closing the achievement gap and ensuring people of all ages and backgrounds are prepared to succeed in school and in life.

III. BACKGROUND AND PURPOSE

A. OSSE and Ombudsman have a common interest in the return and recovery of the District following the coronavirus pandemic (COVID-19) and to ensure that students with disabilities receive a free and appropriate public education.

B. Ombudsman has exclusive authority to administer its budget, subject to the oversight authority of SBOE to ensure compliance with D.C. law.

C. It is the joint goal of the Parties to help students with disabilities navigate challenges with special education and recover from the impact of the coronavirus pandemic (COVID-19), as students return to in-person learning in School Years 2021-22, 2022-23, and 2023-24. Both Parties anticipate greater need to support the families of students with disabilities in navigating challenges related to COVID-19 and for conflict resolution services. As a result, there is an emergency need to increase

available supports for the families of students with disabilities.

- D. Under the Elementary and Secondary School Emergency Relief Fund (ESSER) American Rescue Plan (ARP) Act ([ESSER III-ARP](#)), the U.S. Department of Education awarded grants to enable State Education Agencies (SEAs) to enact appropriate measures to help schools implement mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational Strategy for K-12 Schools to the greatest extent practicable; address the many impacts of COVID-19 on students, including from interrupted instruction; implement strategies to meet students' social, emotional, mental health, and academic needs; offer crucial evidence-based summer, afterschool, and other extended learning and enrichment programs; support early childhood education; invest in staff capacity; and avoid devastating layoffs at this critical moment, and ensuring that all students have access to teachers, counselors, and other school personnel to support their needs. ESSER III-ARP funding will enable States and school districts, as well as schools, to support students who have been most severely impacted by the pandemic and are likely to have suffered the most because of longstanding inequities in our communities and schools. (Details of the funding are provided in Appendix A of this MOU.)

- E. Under this MOU, OSSE will transfer ESSER III-ARP funding to Ombudsman to be used to support Ombudsman's capacity to serve students with disabilities as they navigate challenges within special education in the District, particularly those related to COVID-19. Specifically, the funding will cover the salary of one additional full-time employee (FTE) position devoted to resolving special education concerns. The Special Education Assistant Ombudsman would provide conflict resolution services to families and schools in conflict.

IV. AUTHORITY FOR MOU

The authority for this MOU is D.C. Official Code § 1-301.01(k); D.C. Official Code § 38-2602(b)(15); and Section 2001(f)(4) of the American Rescue Plan Act (ARP Act) (Public Law 117-2), which was signed into law on March 11, 2021.

V. EFFECTIVE DATE AND DURATION OF THE MOU

- A. This MOU shall be effective on October 1, 2021, and shall remain in effect through September 30, 2022, unless earlier terminated in writing by the Parties.

- B. The Parties may extend the term of this MOU through September 30, 2024, by exercising up to two one-year option periods. Such extensions, if exercised, shall be agreed to in writing, by the Parties, on or before September 30, 2022 and 2023,

respectively.

VI. SCOPE OF SERVICES

A. RESPONSIBILITIES OF OMBUDSMAN

Ombudsman shall:

1. Recruit, hire, and manage a Special Education Assistant Ombudsman who will dedicate his/her time to addressing the needs of students with disabilities and their families. The duties of this role shall include, but not be limited to, the following:
 - a) Meet with the families of students with disabilities to discuss challenges experienced during distance learning, as well as how students with disabilities have adjusted to in-person learning;
 - b) Inform families of students with disabilities about LEA and school-level recovery plans, including providing information about accelerating learning plans;
 - c) Explain options to the families of students with disabilities that might improve educational outcomes, as well as assist these families in evaluating options according to the families' goals;
 - d) Coach families and schools in preparation for Individualized Education Plan (IEP) meetings;
 - e) Attend IEP meetings;
 - f) Apply the spectrum of conflict resolution processes, as needed, to assist in resolving school-based disputes; and,
 - g) Perform all duties as assigned and incidental to managing casework.
2. Maintain programmatic and financial documentation of the subgrant for five (5) years after the completion of the program.
3. Provide a report in a mutually agreed upon format to OSSE every quarter for FY22 and every six months in FY23 and FY24 on the number of unique families of students with disabilities supported by the Office of the Ombudsman, a summary of the issues addressed, and the number of cases managed by the Special Education Assistant Ombudsman.

B. RESPONSIBILITIES OF OSSE

OSSE shall:

1. Transfer funds to Ombudsman as provided in Section VII of this MOU; and

2. Monitor and report all expenditures, services, and outcomes under this MOU in compliance with U.S. Department of Education requirements.

VII. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed three hundred twenty-five thousand, eight hundred sixty-two dollars. Funding for services shall not exceed the actual cost of the services.

B. PAYMENT

1. No earlier than October 1, 2021, OSSE shall make an intra-District advance to Ombudsman in the total amount of three hundred twenty-five thousand eight hundred sixty-two dollars (\$325,862.00) for the services to be provided by Ombudsman under this MOU beginning no earlier than October 1, 2021.
2. Ombudsman shall relieve the advance only for those services provided pursuant to the terms of this MOU.
3. Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2022 if Ombudsman has reason to believe that the entire advance will not be billed during Fiscal Year 2022. At the end of Fiscal Year 2022, the intra-District balance shall be closed out and any unspent funds (the "Fiscal Year 2022 Unspent Funds") shall be returned to OSSE.
4. If the Parties exercise the first option to extend this MOU under section V.B. of this MOU:
 - a. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2022.
 - b. OSSE shall, at the beginning of Fiscal Year 2023, make an intra-District advance to Ombudsman in the amount of the Fiscal Year 2022 Unspent Funds, if such funds remain appropriated and available under District and federal law. If all of the Fiscal Year 2022 Unspent Funds do not remain appropriated and available, OSSE shall make an intra-District advance to Ombudsman at the beginning of Fiscal Year 2023 in the amount of the Fiscal Year 2022 Unspent Funds that do remain appropriated and available;
 - c. Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2023 if Ombudsman has reason to believe that the entire advance will not be billed during Fiscal Year 2023;

- and
- d. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2023.
5. If the Parties exercise the second option to extend this MOU under section V.B. of this MOU:
- a. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2023; and
 - b. OSSE shall, at the beginning of Fiscal Year 2024, make an intra-District advance to Ombudsman in the amount of the Fiscal Year 2023 Unspent Funds, if such funds remain appropriated and available under District and federal law. If all the Fiscal Year 2023 Unspent Funds do not remain appropriated and available, OSSE shall make an intra-District advance to Ombudsman at the beginning of Fiscal Year 2024 in the amount of the Fiscal Year 2023 Unspent Funds that do remain appropriated and available;
 - c. Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2024 if DME has reason to believe that all the advance will not be billed during Fiscal Year 2024; and
 - d. At the end of Fiscal Year 2024, the intra-District balance shall be closed out and any unspent funds shall be returned to OSSE. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2024.
6. If the Parties exercise the second option to extend this MOU under section V.B. of this MOU:
- 7.
 8. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2023; and
 - 9.
 10. OSSE shall, at the beginning of Fiscal Year 2024, make an intra- District advance to Ombudsman in the amount of the Fiscal Year 2023 Unspent Funds, if such funds remain appropriated and available under District and federal law. If all the Fiscal Year 2023 Unspent Funds do not remain appropriated and available, OSSE shall make an intra-District advance to Ombudsman at the beginning of Fiscal Year 2024 in the amount of the Fiscal Year 2023 Unspent Funds that do remain appropriated and available;
 - 11.
 12. Ombudsman shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2024 if DME has reason to believe that all the advance will not be billed during Fiscal Year 2024; and
 - 13.
 14. At the end of Fiscal Year 2024, the intra-District balance shall be closed out and any unspent funds shall be returned to OSSE. Ombudsman shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2024.

- 15.
16. Within twenty-five (25) calendar days after the end of each month, Ombudsman shall submit to OSSE a report listing each expenditure made from the advanced funds during the month. The report shall include the following information for each listed expenditure: the dollar amount of the expenditure, the purpose for which the expenditure was made, and the reimbursement category to which the expenditure was charged.

C. ANTI-DEFICIENCY CONSIDERATIONS

Nothing contained herein shall be constrained to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341. The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341 *et seq.*; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C.

Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. AMENDMENTS

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

IX. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

X. COMPLIANCE AND MONITORING

- A. The parties will cooperate with any examination of records with respect to funds transferred to Ombudsman pursuant to this MOU by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of: (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other District or federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
- B. Ombudsman shall be subject to scheduled and unscheduled monitoring reviews by OSSE and/or its designee or by other officials as may be specified by OSSE in its sole discretion to ensure compliance with all applicable District and federal laws and regulations.
- C. Ombudsman shall comply with requests from OSSE for information and documents, excluding any and all information and documents that would violate Ombudsman's confidentiality limitations provided in D.C. Code § 38-355, to evaluate the impact of the ESSER III-ARP Special Education Assistant Ombudsman and shall facilitate a monitoring review by OSSE or the U.S. Department of Education if a monitoring review is requested by OSSE or the U.S. Department of Education.

XI. RECORDS AND REPORTS

Ombudsman shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than five (5) years from the date of expiration or termination of this MOU and, upon OSSE's request, make these documents available for inspection by duly authorized representatives of OSSE and other officials as may be specified by OSSE in its sole discretion.

XII. TERMINATION

Any Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. This MOU may also be terminated upon shorter notice by any Party for the following reasons, if such shorter termination period is necessary based on such reason for termination:

1. Lack of funding;
2. Lack of Congressionally-approved budget;
3. Changes in applicable law;
4. Changes in a District or federal policy affecting the services described in this MOU;
5. Changes in the structure or the nature of the program covered by this MOU;
6. Elimination of the program or services covered by this MOU; or
7. Failure of a Party to comply with District or federal laws, rules, or regulations.

XIII. NOTICES

- A. Any notice required pursuant to this MOU shall be provided in writing by email.
- B. The following individuals are the contact points for each Party under this MOU:

Ombudsman:

Serena M. Hayes

Ombudsman, Office of the Ombudsman for Public Education

(202) 741-4693

Serena.Hayes@dc.gov

OSSE:

Sarah Martin

Deputy Chief of Staff, OSSE

(202) 716-8704

Sarah.Martin@dc.gov

XIV. PROCUREMENT PRACTICES REFORM ACT

If Ombudsman plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then Office of the Ombudsman shall abide by the provisions of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01 *et seq.*) to procure the goods and/or services.

XV. RESOLUTION OF DISPUTES

All adjustments and/or disputes arising from services provided under this MOU shall be resolved by the contact points for the Parties listed in Section XIII of this MOU. If the contact points are unable to resolve the dispute, the dispute shall be referred to the directors of Ombudsman and OSSE for resolution.

XVI. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Records, documents, correspondence, and other materials shall be maintained in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations (20 U.S.C. § 1232; 34 CFR Part 99), to the extent that FERPA or its implementing regulations apply to the records, documents, correspondence, and other materials.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates written below as follows:

OFFICE OF THE OMBUDSMAN FOR PUBLIC EDUCATION:

Serena Hayes
Serena M. Hayes, Ombudsman

09/14/2021
Date

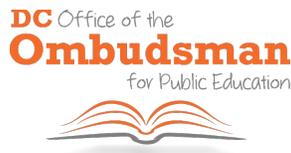
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Christina Grant
Christina Grant, Acting State Superintendent

09/08/2021
Date

APPENDIX A

Grant Number	Grant Title	Fiscal Year	Period Available	Estimated Reimbursement Amount	Reimbursement Status	Grant Type
S425U210034	Elementary and Secondary School Emergency Relief Fund - American Rescue Plan Act (ESSER III-ARP)	FY 2022 through FY 2024	October 1, 2021 – Sept. 30, 2024 (reflects 2 option year periods: October 1, 2022 – September 30, 2023; and October 1, 2023 – September 30, 2024)	\$325,862.00	Preliminary	Federal Reimbursement



February 18, 2022

Chairman Phil Mendelson
Council of the District of Columbia
1350 Pennsylvania Ave NW
Washington, DC 20004

Dear Chairman Mendelson:

Thank you for the opportunity to share the important work that the Office of the Ombudsman for Public Education has accomplished with the Committee of the Whole. I look forward to seeing you at our hearing on Thursday, March 3, 2022. Below you will find responses to the pre-hearing questions.

Warmly,

Serena M. Hayes
Ombudsman for Public Education

1. Please provide, as an attachment to your answers, a current organizational chart for your agency with the number of vacant and filled FTEs marked in each box. Include the names of all senior personnel. Also include the effective date on the chart.

See attached.

2. Please provide, as an attachment, a Schedule A for your agency which identifies all employees by title/position, current salary, fringe benefits, and program office as of January 31, 2022. The Schedule A also should indicate all vacant positions in the agency. Please do not include Social Security numbers.

See attached.

3. Please list as of January 31, 2022, all employees detailed to or from your agency, if any, anytime this fiscal year (up to the date of your answer). 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 the detail began, and the employee's actual or projected date of return.

There are no employees of the D.C. State Board of Education, Office of the Ombudsman for Public Education (OMB), or Office of the Student Advocate (OSA) detailed to or from the agency.

4. (a) For fiscal year 2021, please list each employee whose salary was \$125,000 or more. For each employee listed provide the name, position title, salary, and amount of any overtime and any bonus pay.

Posn Nbr	Title	Name	Salary
44826	Executive Director	Hayworth, John-Paul C.	\$135,556

83159	Ombudsman	Hayes, Serena M.	\$131,325
86202	Chief Student Advocate	Davis, Daniel B.	\$131,325

No employees of the State Board, OMB, or OSA received overtime or bonus pay in FY2021.

(b) For fiscal year 2022, please list each employee whose salary is or was \$125,000 or more. For each employee listed provide the name, position title, salary, and amount of any overtime and any bonus pay as of the date of your response.

Posn Nbr	Title	Name	Salary
44826	Executive Director	Hayworth, John-Paul C.	\$143,690
83159	Ombudsman	Hayes, Serena M.	\$136,578
86202	Chief Student Advocate	Davis, Daniel B.	\$131,325

No employee of the State Board, OMB, or OSA received overtime or bonus pay in FY2022.

- Please list, in descending order, the top 15 overtime earners in your agency for fiscal year 2021. For each, state the employee's name, position or title, salary, and aggregate overtime pay.

No employees of the State Board, OMD, or OSA receive overtime pay.

- For fiscal years 2021 and 2022 (through January 31), please provide a list of employee bonuses or special award pay granted that identifies the employee receiving the bonus or special pay, the amount received, and the reason for the bonus or special pay.

No employees of the State Board, OMB, or OSA received bonus or special pay in FY2021 or FY2022 thus far.

- For fiscal years 2021 and 2022 (through January 31), 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.

No employees of the State Board, OMB, or OSA received separation payments in FY2020 or FY2021.

- For fiscal years 2020, 2021, and 2022 (through January 31), please state the total number of employees receiving worker's compensation payments.

No employees of the State Board, OMB, or OSA received worker's compensation payments in FY2019, FY2020, or FY2021.

- Please provide the name of each employee who was or is on administrative leave in fiscal years 2021 and 2022 (through January 31). 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 (as of January 31, 2022).

Employee	Position	Description	Dates	Paid/Unpaid	Status
Employee #1	Program Support Specialist	Performance	December 15 th – 30 th	Paid	Terminated

10. For fiscal years 2021 and 2022 (through January 31), please list, in chronological order, all intra-District transfers to or from the agency. Give the date, amount, and reason for the transfer.

Please refer to the responses from the State Board of Education.

11. Please list, in chronological order, every reprogramming of funds into or out of the agency for fiscal years 2021 and 2022 (through January 31). Include a “bottom line” that explains the revised final budget for your agency. For each reprogramming, list the reprogramming number (if submitted to the Council for approval), the date, the amount, and the rationale.

Please refer to the responses from the State Board of Education.

12. Please list, in chronological order, every reprogramming within your agency during fiscal year 2022 to date. Also, include both known and anticipated intra agency reprogramming. For each, give the date, amount, and rationale.

Please refer to the responses from the State Board of Education.

13. For fiscal years 2021 and 2022 (as of January 31), please identify each special purpose revenue fund maintained by, used by, or available for use by your agency. For each fund identified, provide: (1) the revenue source name and code; (2) the source of funding; (3) a description of the programs that generates the funds; (4) the amount of funds generated annually by each source or program; and (5) expenditures of funds, including the purpose of each expenditure. For (4) and (5) provide specific data for fiscal years 2020, 2021, and 2022 (as of January 31) and give starting and ending balances. You may wish to present this information first as a list (for numbers 1-5) and then as separate tables for numbers 4 and 5.

The Office of the Ombudsman for Public Education maintain, use, or have available special purpose revenue funds.

14. Please provide a table showing your agency’s Council-approved original budget, revised budget (after reprogramming, etc.) for fiscal years 2020, 2021, and the first quarter of 2022. In addition, please explain the variances between fiscal year appropriations and actual expenditures for fiscal years 2020 and 2021.

Please refer to the responses from the State Board of Education.

15. (a) Describe any spending pressures for your agency that existed in fiscal year 2021. Include a description of each spending pressure, how it was identified, and how it was remedied. (b) Identify potential areas where spending pressures may exist in fiscal year 2022 for the agency. Include a description of the spending pressure and what steps are being taken to minimize the impact on the fiscal year 2022 budget.

The Office of the Ombudsman did not face spending pressures in fiscal year 2021. The office does not expect any spending pressures in fiscal year 2022.

16. Please list all memoranda of understanding (MOU) either entered into by your agency or in effect during fiscal years 2021 and 2022 (through January 31). For each, describe its purpose, indicate the date entered, and provide the actual or anticipated termination date. Please include copies of any MOUs with the submission.

Please refer to the State Board of Education’s response to question No. 16. Additionally, the Office of the Ombudsman is in the process of negotiating a series of MOUs with the Office of the Attorney General (OAG) and DCPS to conduct ATTEND mediations. One of the draft agreements is a funding agreement between the Office of the Ombudsman and the OAG. In exchange for conducting ATTEND mediations, the Office of the Ombudsman would receive a modest stipend. The Office of the Ombudsman will follow up with additional information and documentation once all agreements are executed.

Ln No.	Fiscal Year	MOU with Agency	Date Executed (Last Agency Head Signature)	Termination Date	Amount of MOU	Date Funds Advanced	Purpose of Transfer (Reason why)	Reason for Transfer (Justification for)
1	FY22	MOU the Office of the Attorney General	2/9/2022	9/30/2022	N/A	N/A	Provide attendance mediation services at Turner Elementary School and Malcom X Elementary School.	This program is as an alternative to OAG filing criminal charges against parents and guardians who fail to send their children to school.

17. D.C. Law requires the Mayor and the Chief Financial Officer to submit to the Council, simultaneously with a proposed budget submission, actual copies of all agency budget enhancements requests, such as the “Form B” for all District agencies (See D.C. Code § 47-318.05a). In order to help the Committee, understand agency needs, and the cost of those needs for your agency, please provide, as an attachment to your answers, all budget enhancement requests submitted by your agency to the Mayor or Chief Financial Officer as part of the budget process for fiscal years 2020, 2021, and 2022.

See attached.

18. Please list all pending lawsuits that name your agency as a party. Please identify which cases on the list are lawsuits that potentially expose the city to significant liability in terms of money and/or change in practices. The Committee is not asking for your judgment as to the city’s liability; rather, we are asking about the extent of the claim. For those claims identified, please include an explanation about the issues for each case.

The State Board, OMB, and OSA are not the subject of any pending lawsuits.

19. (a) Please list and describe any investigations, studies, audits, or reports on your agency or any employee of your agency that were completed at any time in fiscal years 2021 or 2022 (through January 31). (b) Please list and describe any ongoing investigations, audits, or reports of your agency or any employee of your agency.

There are no investigations, studies, audits, or reports that were completed in FY2021 or FY2022 for the State Board, OMB, OSA, or any of their employees.

20. How many grievances have been filed by employees against the agency's management? Please list each of them by year for fiscal years 2020, 2021, and 2022 (through January 31). Give a brief description of each grievance, and the outcome as of January 31, 2022. Include on the chronological list any earlier grievance that is still pending in any judicial forum.

No grievances have been filed by employees against agency management.

21. (a) Please describe the agency's procedures for investigating allegations of sexual harassment committed by or against its employees. (b) If different, describe the agency's procedures for investigating allegations of misconduct. (c) List and describe each allegation received by the agency in FY 2021 and FY 2022 (as of January 31).
- a. The agency's Sexual Harassment Officer (SHO) is John-Paul Hayworth. Employees may file allegations with the SHO or through the Office of Human Rights. Allegations would be investigated immediately and thoroughly by the SHO. The agency has displayed the District's policy prohibiting sexual harassment in conspicuous locations. The display also includes contact information for the SHO. The agency has also mandated completion of the sexual harassment training modules in PeopleSoft.
 - b. The agency's procedures for investigating allegations of misconduct the same as its procedures for investigating allegations of sexual harassment committed by or against its employees.
 - c. No allegations were received by the agency in FY2021 or FY2022.

22. (a) What is the status of the agency's development of a model policy on sexual abuse and misconduct by staff and student-to-student sexual assault and harassment?

The Office of the Ombudsman is not authorized to initiate policy development for schools, nor does it oversee the creation or implementation of these policies in Local Education Agencies (LEAs).

23. Please provide a list of all procurements for goods or services for use by your agency over \$10,000 for fiscal years 2021 and 2022 (through January 31). Give a brief explanation of each, including the name of the contractor, purpose of the contract, and the total dollar amount of the contract. Exclude from this answer purchase card (SmartPay) purchases.

Please refer to the responses from the State Board of Education.

24. (a) Please describe how your agency manages and limits its mobile, voice, and data costs, including cellular phones and mobile devices.

The State Board of Education manages cellular phones and mobile devices for the State Board, OMB, and OSA. Costs are monitored monthly through our financial reporting process from the Administrative Support Specialist to the directors of the State Board, OMB and OSA.

(b) In table format if the answer is more than 20 lines, and as an attachment, please provide the following information for fiscal years 2021 and 2022 (through January 31), regarding your agency's use of cellular phones and mobile devices: (1) individuals (by name and title/position) authorized to carry and use such devices; (2) total annual expense (FY) for each individual's use;

and (3) justification for such use (per person). If the list is more than 20 individuals, group the answer by program, giving the total number of FTEs for that program as well as the number of cellular phones and mobile devices.

Please refer to the responses from the State Board of Education.

25. (a) Does your agency have or use one or more government vehicle? If so, for fiscal years 2021 and 2022 (through January 31), please list any vehicle the agency owns, leases, or has assigned to it. You may group the vehicles by category (e.g., 15 sedans, 33 pick-up trucks, three transport buses, etc.

(b) Please list all vehicle accidents involving your agency's vehicles for fiscal years 2020, 2021, and 2022 (through January 31). Provide: (1) a brief description of each accident; (2) the type of vehicle involved; (3) the name and title/position of the driver involved; (4) the justification for using such vehicle; and (5) whether there was a finding of fault and, if so, who was determined to be at fault; and (6) what employee discipline resulted, if any.

- a. The State Board, OMB, and OSA do not own any vehicles. We do have access to D.C. fleet vehicles.
- b. The agency does not maintain vehicles. No accidents were reported in FY2019, FY2020, or FY2021 by any employees of the State Board during official duties or while using DC fleet vehicles.

26. Please list every lawsuit against the agency that was settled or decided by a trial court in FY 2021 and FY 2022 to date. Briefly describe each and the sanction, if any.

The agency is not the subject of any lawsuits that have been settled or decided by trial court.

27. Please list all settlements entered into by the agency or by the District on behalf of the agency in fiscal years 2021 or 2022 (through January 31), and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g., administrative complaint, etc.).

Neither the agency, nor the District on behalf of the agency, entered into any settlements.

28. (a) D.C. Law prohibits chauffeurs, take-home vehicles, and the use of SUVs (see D.C. Code §§ 50-203 and 50-204). Is your agency in compliance with this law? (b) Please explain all exceptions, if any, and provide the following: (1) type of vehicle (make, model, year); (2) individuals (name/position) authorized to use the vehicle; (3) jurisdictional residence of the individual (e.g., Bowie, MD); and (4) justification for the chauffer or take-home status.

Yes, the State Board, OMB and OSA are in full compliance.

29. In table format, please provide the following information for fiscal years 2021 and 2022 (through January 31) regarding your agency's authorization of employee travel: (1) each trip outside the region on official business or agency expense; (2) individuals (by name and title/position) who traveled outside the region; (3) total expense for each trip (per person, per trip, etc.); (4) what agency or entity paid for the trips; and (5) justification for the travel (per person and trip).

No OMB employee travelled during FY2021 and FY2022.

30. Please provide and itemize, as of January 31, 2022, the current number of When Actually Employed (WAE), term, and contract personnel within your agency. If your agency employs WAE or term personnel, please provide, in table format, the name of each employee, position title, the length of his or her term or contract, the date on which he or she first started with your agency, and the date on which his or her current term expires.

The Office of the Ombudsman does not have When Actually Employed, term, and contract personnel within its office.

31. What efforts has your agency made in the past year to increase transparency? Explain.

The Office of the Ombudsman has made efforts to increase transparency through community outreach and engagement, expanding resources to social media platforms, and publishing and presenting our annual reports. Additionally, the Office of the Ombudsman has testified at hearings and published our hearing testimony. Finally, the office meets with education stakeholders to share amalgamated data and case trends.

32. What efforts will your agency be making to increase transparency? Explain.

While the Office of the Ombudsman for Public Education remains bound by our duty to preserve confidentiality, our office is always looking to increase awareness about the gaps in the public education system. We do this by using amalgamated data and redacted case summaries to share stories across education agencies and Council.

33. Please identify any legislative requirements that your agency lacks sufficient resources to properly implement. Explain.

The Office of the Ombudsman for Public Education has no legislative requirements that our agency lacks sufficient resources to implement, assuming the full Need for Appropriations is included in the Mayor's Budget and approved by Council.

34. Please identify any statutory or regulatory impediments to your agency's operations.

The Office of the Ombudsman for Public Education has no statutory or regulatory impediments to its operations.

35. Did your agency receive any FOIA requests in fiscal year 2021? If yes, did the agency file a report of FOIA disclosure activities with the Secretary of the District of Columbia? If available, please provide a copy of that report as an attachment. Also state here the total cost incurred by your agency for each fiscal year 2019, 2020, and 2021 (as of January 31) related to FOIA.

The State Board received 22 FOIA requests in fiscal year 2021. The report was filed with the Office of the Documents and Administrative Issuances for transmittal to the Secretary. A copy of the report is attached. The Council will note that due to a technical error, the average days for unfilled requests is abnormally high. This issue has been corrected. The agency did not request fees for FOIA in fiscal year 2021.

36. (a) What are the Office of the Ombudsman's key performance indicators? What has been the agency's performance (for each of these) in fiscal year (or calendar year) 2020, 2021, and 2022

(through the first quarter). (b) What KPI's have been dropped (or changed) since 2020? List each specifically and explain why it was dropped or changed.

The State Board, OMB, and OSA do not participate in the Mayor's key performance indicators program, as the independence of our agency can make it difficult to align our mission and goals with that of the Mayor. However, OMB is required to track and report complaint data including (1) the number of complaints received and completed, (2) the number of complaints examined and resolved informally, (3) the number of complaints dismissed, (4) the number of complaints pending, and (5) the number of recommendations made. Below is a chart with the data summary from 2020 to present. Note that no KPI's have been dropped (or changed) since 2020.

Number of . . .	SY 2019-20	SY 2020-21	SY 2021-22
Contacts Received	839	497	532
Cases Handled	508	282	380
Complaints examined and resolved informally	266	179	264
Complaints examined and resolved formally	92	33	24
Complaints dismissed	1	1	2
Complaints pending	27	23	112
Recommendations Made	100	124	175

37. What are your top five priorities for the agency? Please provide a detailed explanation for how the agency achieved or worked toward these priorities in fiscal years 2021 and 2022.

Top priority areas for the Office of the Ombudsman's top five priorities are effective case management, case management database, stakeholder engagement, increase families' awareness of the office, and continue efforts to improve educational outcomes by effecting systemic change.

Effective Case Management: In 2021, the office continued to respond to complaints and concerns raised by families during virtual learning. In FY22, the office received two additional Assistant Ombudsman (one from Council and another through an MOU with the Office of the State Superintendent of Education). The office hired a Special Education Assistant Ombudsman (OSSE funded) to manage the anticipated rise in special education complaints received once school's reopened for in-person learning. Currently, the office has already exceeded the number of cases opened compared to last school year by twenty (20%) percent.

Case Management Database: The office's current Quickbase application has been a pain point for the office over the last three years. In FY2021, the office contemplated switching software and redesigning the case management system. After conducting market research, we learned that the project was cost prohibitive. In the current fiscal year, the office identified a vendor to design the case management database system within the office's budget limitations.

Outreach: The office regularly seeks increase its visibility and ensure families have access to information about public education in the district. The office partnered with OSA and the State Board to update the agency's website. In FY2021-22, the office regularly attends education-related outreach events, including EdFest, Education Ward Council meetings, back-to-school

fairs, and back-to-school-nights. The office continues to prioritize outreach initiatives, although casework is the office's highest priority.

Stakeholder Engagement: OMB continues to partner with agencies on issues that connect with our work. The office engages with similar case management offices and personnel within DCPS and PCSB to share case trends and strategies for case resolution. The office has continued its partnership with the Office of the Attorney General to provide mediation services for its attendance prevention program (ATTEND).

Effecting Systemic Change. The office continues to leverage its annual report recommendations to increase impact.

38. What were the major accomplishments of the Office of the Ombudsman for Public Education in FY21 and in FY22 (as of January 31)?

The Office of the Ombudsman's accomplishments in FY21 and FY22 (as of January 31st) includes increasing the number of families supported FY22. The office has already surpassed the number of cases opened in FY21 by twenty (20) percent. The Office of the Ombudsman also received two additional assistant ombudsmen (one funded by OSSE and the second funded by Council)—one of the two assistant ombudsmen exclusively addresses special education concerns. After two years of supporting the OAG's ATTEND mediation program without compensation, the office entered into an agreement with OAG to receive a modest stipend for mediations performed. Finally, the office executed an MOU with OSSE to develop a special education parent resource center. The mission of the resource center is to provide information for families of students suspected of having a disability and students with a disability from birth to transition. The parent resource center will also operate a hotline, conduct workshops and trainings for families, and serve as a place of connection for families of students with disabilities.

39. Identify any legislative, statutory, or regulatory requirements that the Office of the Ombudsman lacks sufficient resources to properly implement. Please note any operational or logistical barriers to your office's operations.

The Office of Ombudsman for Public Education does not have adequate office space. The office is currently in a telework posture but there are concerns with logistics and space once the office returns in-person. The office has initiated conversations with the Department of General Services to learn about the possibility of moving to a larger suite. Currently, the office has five workstations and seven FTEs.

40. Does the Ombudsman have the resources necessary to execute her duties? If not, describe the areas in which resources are lacking.

Yes, the Council provided the Office of the Ombudsman for Public Education with additional staff positions in FY22, which was greatly appreciated.

41. Describe the Office of the Ombudsman's stakeholder engagement and outreach efforts for FY21 and in FY22 as of January 31.

In FY21 and FY22, the office engaged with stakeholders and conducted outreach. The office continued its advertisement campaign via Metro stations and on Metrobuses. The office increased and improved its social media engagement, initiated radio campaigns, as well as geo-conferencing (a technological system that increases website traction).

During the pandemic, the office increased its stakeholder engagement efforts. We have had more touchpoints with education agencies at various levels to ensure that the information we heard from families was consistent, and to learn more about what the other agencies experienced. Additionally, the office participated in working groups, advisory committees at the school-level and agency-levels.

42. Regarding complaints to the Office of the Ombudsman, provide the Committee with the following information for FY21:

Please note that our reporting structure is for the school year and not the fiscal year.

- (a) Number of complaints received and completed; 282
- (b) Number of complaints examined and resolved informally; 179
- (c) Number of complaints examined and resolved formally; 33
- (d) Complaints dismissed; 1
- (e) Number of complaints pending; 23
- (f) Number of recommendations made; 124
- (g) Number of recommendations followed; Have not found a way to track and,
- (h) A description of the most frequent issues handled by the Ombudsman's office.

In SY 2019-20, the most frequent issues handled by the Office of the Ombudsman for Public Education was Bullying and Student Safety, Communication and Engagement, and Special Education. In SY 2020-21, there was a shift in the dominant topics. While Communication and Engagement, and Special Education remained frequent areas of concern, families expressed increased concern with Academic Progress and Resource Need. Bullying and Student Safety cases were minimal, most likely because of virtual learning. Definitions and case examples follow:

“Academic Progress”

- Definition: Issues involving student grades, credits, transcripts, and curriculum that impact learning and/or appropriate matriculation.
- Case Example: A high school student was experiencing communication challenges with his teacher during virtual learning. This was severely hindering his ability to complete his assignments. The student had emailed his teacher with his concerns but did not receive a response. Our office contacted the school and facilitated a meeting to develop a communication plan between the teacher and student. Through that plan, the teacher and student were able to establish a best mode of communication. Going forward, the student was able to get timely responses from the teacher when he had questions about assignments.

“Communication and Engagement”

- Definition: Issues preventing a student from accessing their education due to real or perceived breakdowns in the ability of parties to share information appropriately. Concerns about staff behavior fall into this topic.

- Case Example: A mother expressed that her elementary school aged son, Willie, was involved in an altercation at school. She was disappointed that the school waited until dismissal to notify her of the incident. The office utilized shuttled diplomacy to address the conflict. The school expressed that the situation was unique because of the timing of the incident—the altercation occurred just before school dismissal. In actuality, and unknown to the mom, the school provided notice quickly after the event. For future events, the school committed to contacting the mom as soon as possible if another incident occurred.

“Resource Need”

- Definition: Issues related to a lack of goods, services, or information that impacts student learning or ability to attend school regularly.
- Case Examples: A parent contacted the office because of frustrations with transportation. The student attended an out-of-boundary school. The distance between the student’s home and school (and reliance on public transportation) required an unreasonably long commute making timely school arrival challenging. The office discussed possible solutions with the parent, and she decided that her preferred option was to transfer her student to their in-boundary school. The office assisted the parent in completing the enrollment forms, obtain educational records, and immunization records transferred to the new school. The office also connected the parent with uniform assistance.

“Special Education/Disability”

- Definition: Issues preventing a student from accessing their education due to a student’s diagnosed or suspected disability. Special education issues involve students with IEPs, 504 plans, and those suspected of having or in the process of being evaluated for disabilities.
- Case Examples: The complaints that we receive range from issues of implementation to questions about rights and process. In many cases the issue stems from or is exacerbated by a lack of knowledge about the special education process by one or both parties. For example, we worked with a family that attempted to have their daughter evaluated for dyslexia for four years but was repeatedly told that their child was too young. While the family was eventually able to convince the LEA to evaluate the child, the IEP was developed but never implemented. After the family contacted our office, we were able to assist in scheduling an IEP meeting. The parents expressed their concerns, and the IEP was finally implemented.

43. Please discuss policy recommendations included in the Ombudsman’s annual report. Provide information on how to best implement policy recommendations included in the report. What has been the response to the Ombudsman’s annual report from other education agencies?

The Office of the Ombudsman made several policy recommendations in its annual report. The recommendations are: (1) develop permanent, high-quality, virtual school options for students; (2) enhance training for attendance point of contacts, develop systems for sharing the status of child and family services agency referrals with upper-level school staff, and provide systemic interventions to reduce systemic gaps in truancy referrals; and (3) ensuring equitable access to the lottery for special education students in self-contained classrooms.

Overall, the response to the annual report recommendations is positive. Stakeholders expressed an understanding of the challenges and the desire to systemic address the concerns raised. For

some recommendations, stakeholders have already begun engaging other education stakeholders to continue the conversation. For example, OSSE began engaging stakeholders to explore possibilities for high-quality, virtual instruction. Regarding equitable access to the lottery for special education students in self-contained classrooms, DCPS is currently in the process of implementing the re-alignment of self-contained classrooms to create a geographic feeder pattern of self-contained classrooms. DCPS has expressed an interest in revisiting the conversation around possibly creating a separate lottery for students in self-contained classrooms after the re-alignment process is completed.

44. Are the Office of the Ombudsman’s information technology needs met? If not, what areas are in need of attention (i.e. computer support, internet and phone functionality, etc.)?

The Office of the Ombudsman’s information technology needs are in the process of being met. The procurement process to obtain a vendor for the case management database redesign was recently completed, and the office hopes to begin the scope of work soon.

45. What efforts have been made to improve the Office of the Ombudsman for Public Education’s functions in FY21 and FY22 to date? Describe efforts to collaborate with boards and agencies to engage in District education initiatives and include in your response specifically any partnerships or collaborations with the following:
- (a) Office of the State Superintendent of Education (OSSE);
 - (b) Office of the Deputy Mayor for Education;
 - (c) District of Columbia Public Schools (DCPS);
 - (d) District of Columbia Public Charter Schools;
 - (e) DC Public Charter School Board;
 - (f) Office of Human Rights’ Citywide Youth Bullying Prevention Program; and
 - (g) DC Public Libraries.

The Office of the Ombudsman regularly engages in collaborative efforts with District agencies. The office’s most frequent collaborative efforts involve day-to-day casework and sharing case trends. As mentioned above, the office recently entered an MOU with OSSE to obtain a Special Education Assistant Ombudsman and to develop a special education parent resource center. The office participates in the safe passage working group initiated by the Office of the Deputy Mayor for Education. Additionally, the office participates in working groups with the Department of Behavioral Health to support the mental health expansion.

46. Describe the Office of the Ombudsman for Public Education’s relationship with the State Board of Education and any improvements that can be made.

The Office of the Ombudsman and the State Board have a mutually supportive relationship. The Office of the Ombudsman relies on the State Board for administrative and operational support. The Ombudsman participates in the State Board’s Administrative Committee meetings and inter-agency leadership meetings, as appropriate. The Office of the Ombudsman is grateful for the State Board’s support, including the State Board’s efforts to advocate for the Office of the Ombudsman’s needs.

47. Describe the Office of the Ombudsman for Public Education’s relationship with the Office of the Student Advocate and any improvements that can be made.

The Office of the Ombudsman for Public Education has a collaborative relationship with the Office of the Student Advocate. The office is deeply supportive of OSA's work with families across D.C. The Office of the Ombudsman is hopeful that the relationship between the offices will continue to grow and deepen over time.