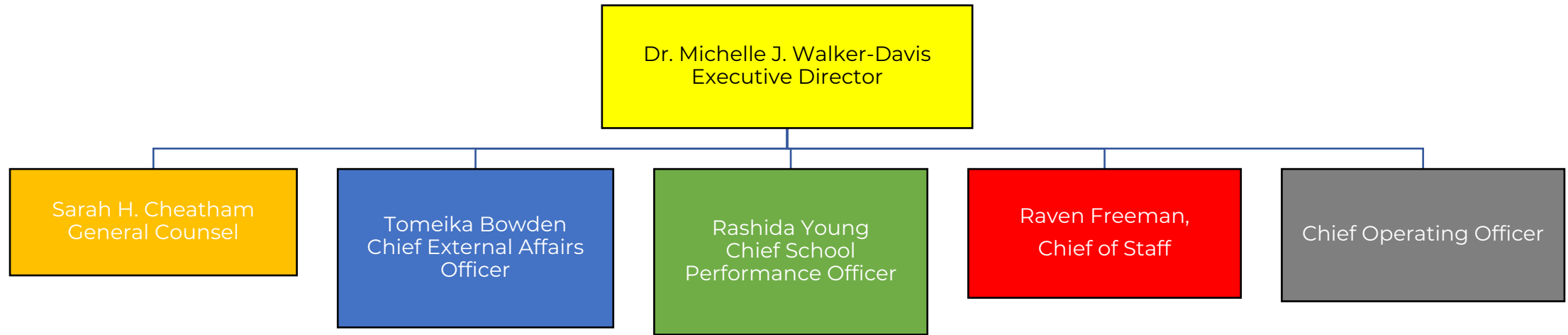
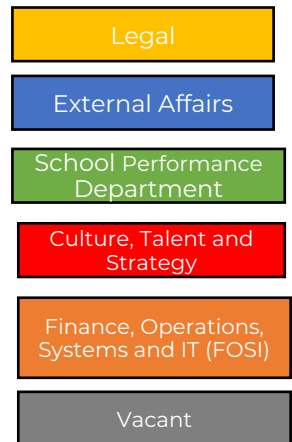


DC PUBLIC CHARTER SCHOOL BOARD

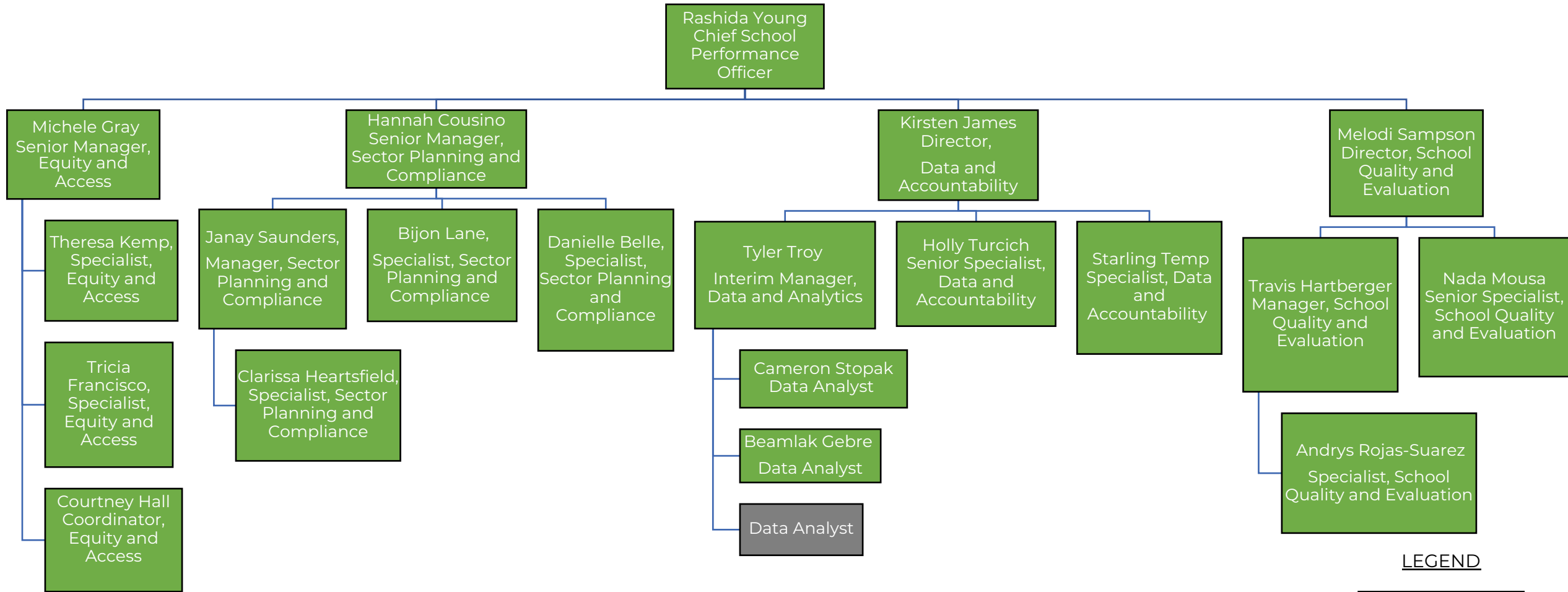


LEGEND



Updated on January 24, 2023

DC PUBLIC CHARTER SCHOOL BOARD

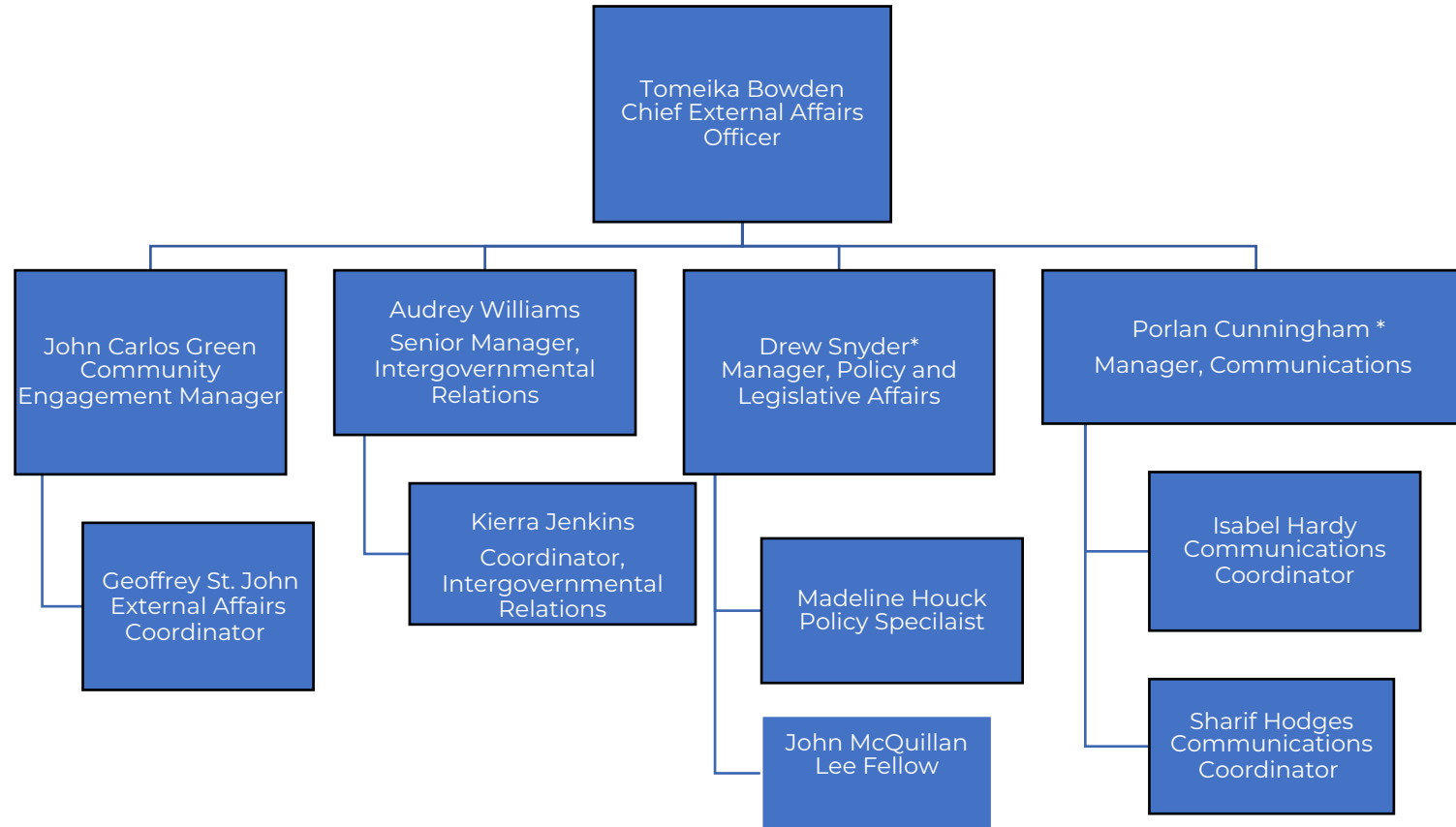


LEGEND

School Performance
Department

Vacant

DC PUBLIC CHARTER SCHOOL BOARD



Updated on January 24, 2023

*externally goes by Director, Policy and Legislative Affairs

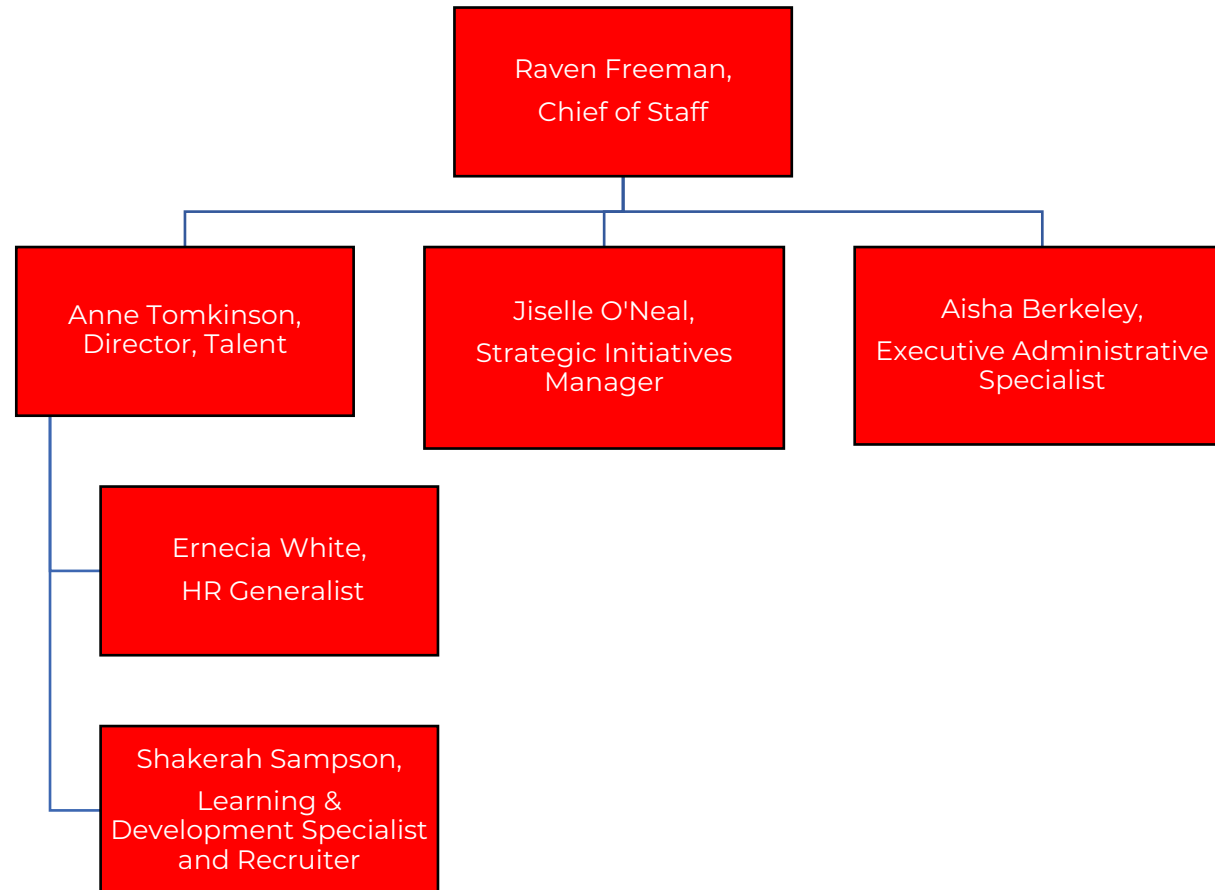
*externally goes by Director, Communications

LEGEND

External Affairs

Vacant

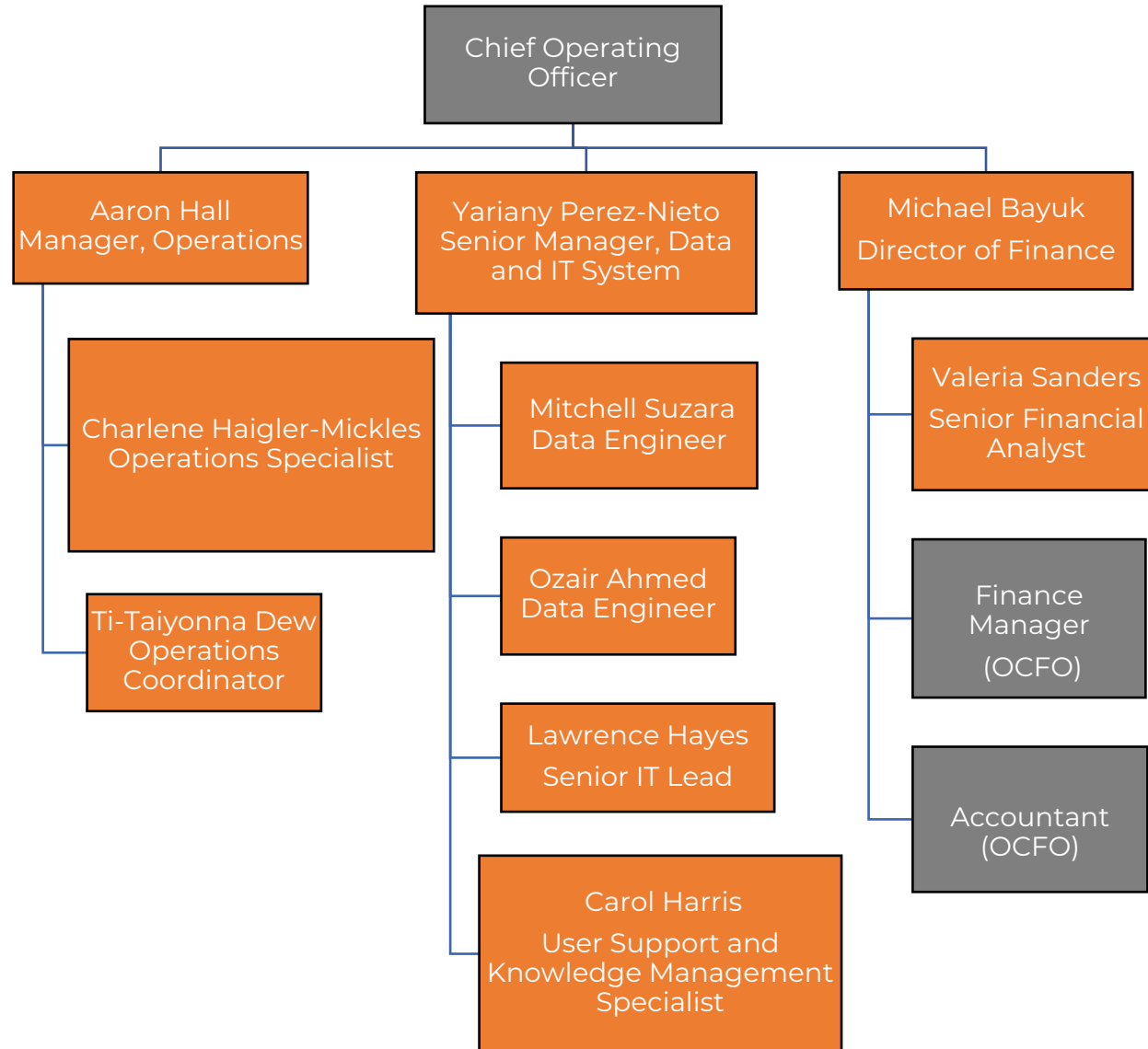
DC PUBLIC CHARTER SCHOOL BOARD



LEGEND

Culture, Talent and Strategy

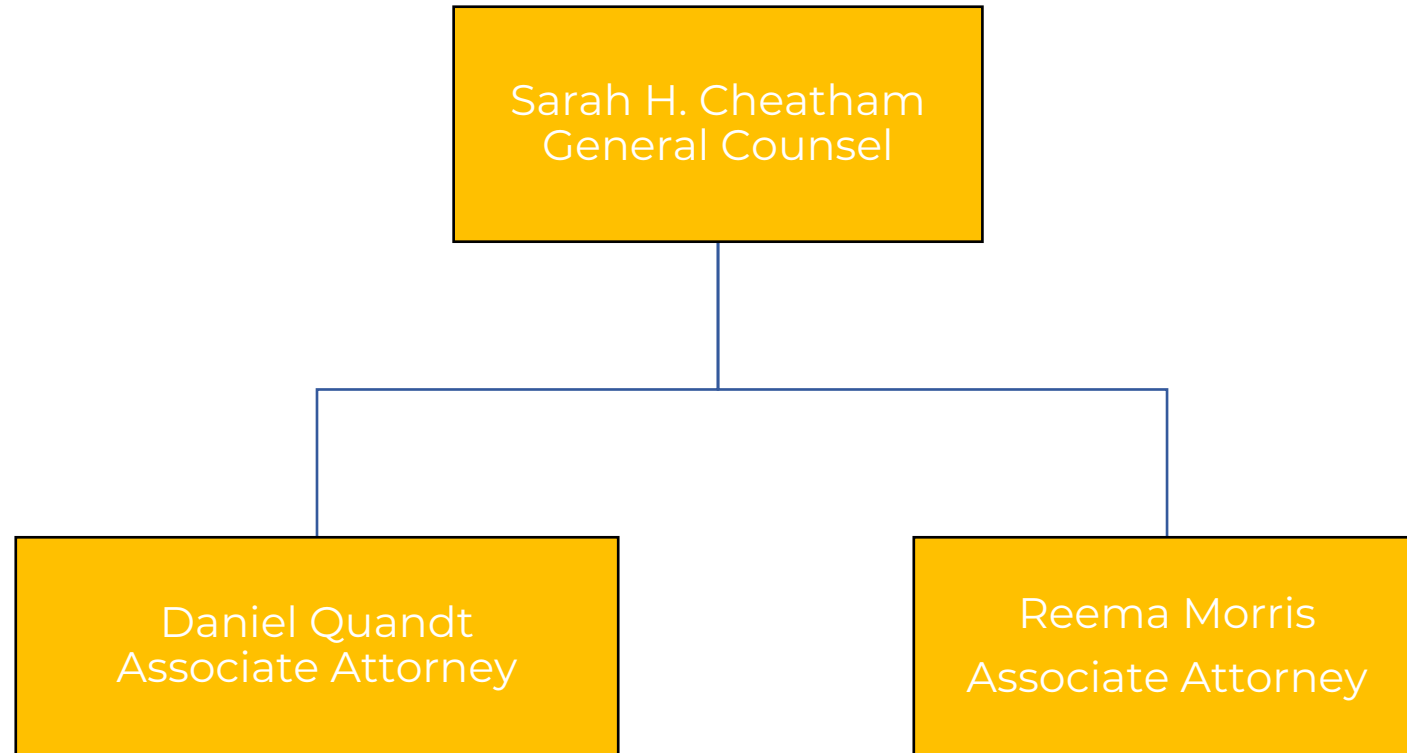
Vacant



LEGEND

Finance, Operations, Systems and IT (FOSI)

Vacant



LEGEND

Legal

Vacant

DC PCSB Q2 Schedule A

101 EXTERNAL AFFAIRS

Employee	Salary	Hourly?	Exempt?	Job Title
CUNNINGHAM,PORLAN	\$112,875.00	NO	YES	Manager, Communications
GREEN,JOHN CARLOS	\$104,542.00	NO	YES	Manager, Community Engagement
HARDY,ISABEL	\$65,000.00	NO	YES	Coordinator,Communications
HODGES,SHARIF	\$65,000.00	NO	YES	Coordinator, Communications
HOUCK,MADELINE	\$70,047.00	NO	YES	Policy Analyst
JENKINS,KIERRA	\$65,000.00	NO	YES	Coordinator, Intergovernmental Relations
SNYDER, DREW	\$105,637.00	NO	YES	Manager, Policy and Legislative Affairs
ST.JOHN,GEOFFREY	\$65,000.00	NO	YES	Coordinator, External Affairs
WILLIAMS, AUDREY A	\$136,249.00	NO	YES	Senior Manager, Intergovernmental Relations and School Support

102 EXECUTIVE

Employee	Salary	Hourly?	Exempt?	Job Title
BAYUK, MICHAEL	\$167,055.00	NO	YES	Director of Finance
BOWDEN, TOMEIKA	\$196,775.00	NO	YES	Chief External Affairs Officer
CHEATHAM, SARAH	\$192,062.00	NO	YES	General Counsel
FREEMAN,RAVEN	\$190,000.00	NO	YES	Chief of Staff
TOMKINSON, ANNE	\$151,912.00	NO	YES	Director, Talent
YOUNG, RASHIDA	\$200,466.00	NO	YES	Chief School Compliance Officer
WALKER-DAVIS, MICHELLE	\$248,640.00	NO	YES	Executive Director
VACANT				Chief Operating Officer

109 OPER. AND STRAT. INIT.

Employee	Salary	Hourly?	Exempt?	Job Title
AHMED, OZAIR	\$96,750.00	NO	YES	Data Engineer
BERKELEY, AISHA	\$80,625.00	NO	YES	Executive Administrative Specialist
DEW,TI-TAIYONNA	\$64,500.00	YES	NO	Operations Coordinator
HAIGLER-MICKLES, CHARLENE	\$87,107.00	NO	YES	Operations Specialist
HALL, AARON	\$102,125.00	NO	YES	Manager, Operations
HARRIS,CAROL	\$86,000.00	NO	YES	User Support and Knowledge Management Specialist

HAYES, LAWRENCE	\$100,233.00	NO	YES	IT Lead/Senior Specialist
O'NEAL, JISELLE	\$110,639.00	NO	YES	Strategic Initiatives Manager
PEREZ-NIETO, YARIANY	\$134,375.00	NO	YES	Senior Manager, Data and IT Systems
SAMPSON,SHAKERAH	\$83,850.00	NO	YES	Learning and Development Specialist /Recruiter
SUZARA,MITCHELL	\$98,900.00	NO	YES	Data Engineer
WHITE, ERNECIA	\$89,225.00	NO	YES	HR Generalist

110 FINANCE

Employee	Salary	Hourly?	Exempt?	Job Title
SANDERS, VALERIA	\$105,802.00	NO	YES	Senior Financial Analyst

105 LEGAL

Employee	Salary	Hourly?	Exempt?	Job Title
MORRIS, REEMA	\$95,890.00	NO	YES	Associate Attorney
QUANDT, DANIEL	\$102,819.00	NO	YES	Associate Attorney

106 SCHOOL PERFORMANCE

Employee	Salary	Hourly?	Exempt?	Job Title
BELL, DANIELLE	\$73,163.00	NO	YES	Specialist, Sector Planning and Compliance
COUSINO, HANNAH	\$124,700.00	NO	YES	Senior Manager, Sector Planning and Compliance
FRANCISCO, TRICIA	\$75,000.00	NO	YES	Specialist, Equity and Access
GEBRE,BEAMLAK	\$78,475.00	NO	YES	Data Analyst
GRAY,MICHELE	\$119,000.00	NO	YES	Senior Manager, Equity and Access
HALL,COURTNEY	\$65,000.00	NO	YES	Coordinator, Equity and Access
HARTBERGER,TRAVIS	\$112,500.00	NO	YES	Manager, School Quality and Evaluation
HEARTSFIELD, CLARISSA	\$78,475.00	NO	YES	Specialist, Sector Planning and Compliance
KEMP, THERESA	\$93,551.00	NO	YES	Specialist, Equity and Access
JAMES, KIRSTEN	\$150,500.00	NO	YES	Director, Data and Accountability
LANE, BIJON	\$86,000.00	NO	YES	Specialist, Sector Planning and Compliance
MOUSA, NADA	\$96,737.00	NO	YES	Senior Specialist, School Quality and Evaluation
ROJAS-SUAREZ, ANDRYS	\$80,625.00	NO	YES	Specialist, School Quality and Evaluation
SAMPSON, MELODI	\$140,000.00	NO	YES	Director, School Quality and Evaluation
SAUNDERS, JANAY	\$104,758.00	NO	YES	Manager, Sector Planning and Compliance
STOPAK, CAMERON	\$80,625.00	NO	YES	Data Analyst
TEMP,STARLING	\$78,000.00	NO	YES	Specialist, Data and Accountability
TROY, TYLER	\$110,000.00	NO	YES	Interim Manager, Data and Analytics
TURCICH, HOLLY	\$83,916.00	NO	YES	Senior Specialist, Data and Accountability
VACANT				Data Analyst

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
PUBLIC CHARTER SCHOOL BOARD
TO**

**IMPLEMENT A DATA-SHARING AGREEMENT CONSISTENT WITH THE FAMILY EDUCATIONAL RIGHTS
AND PRIVACY ACT**

I. RECITALS.

WHEREAS, OSSE is responsible for state-level functions pursuant to Sections 3(b)(11) and (15) of the State Education Office Establishment Act of 2000, as amended, effective October 21, 2000 (D.C. Law 13-176; D.C. Official Code §§ 38-2602(b)(11), (15));

WHEREAS, PCSB is the only eligible chartering authority currently approved by the D.C. Council to grant a charter to a public charter school in the District of Columbia; and

WHEREAS, the District of Columbia School Reform Act of 1995, as amended (Pub. L. 104-134; 110 Stat. 1321; as codified at D.C. Official Code § 38-1802.04(c)(19), requires public charter schools and entities [local education agencies (“LEAs”)] administering public charter schools to provide necessary data pertaining to students, teachers, and schools for inclusion in the State Longitudinal Educational Data Warehouse (“SLED”) upon request of OSSE and in a standardized format established by OSSE;

WHEREAS, PCSB and OSSE seek to maintain the high quality of data collection from public charters with the least burden possible on schools, and correlatively to maximize the efficiency of the pooling and distribution of the numerous types, timings, variations, verifications, and cross-sorting of the collected data including as to demographics, funding, legal standard, and other federal and local requirements; and

Whereas the Parties enter into this Agreement for the purpose of sharing data consistent with the provisions of the Family Educational Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g], and the U.S. Department of Education’s implementing regulations [34 C.F.R. § 99 et seq.] (hereinafter “FERPA”).

WHEREAS, pursuant to the foregoing Recitals, the Parties seek to ensure that:

- (1) OSSE shall provide a direct connection to public charter schools to submit required data to OSSE directly by technology infrastructure;
- (2) PCSB shall have access to data previously collected by PCSB that is collected from public charter school LEAs by OSSE directly; this access shall be real-time, unfiltered access to all student-specific charter school data to the extent it is captured in systems overseen by the state;

- (3) PCSB and LEAs shall have access to OSSE's data collection technology infrastructure in a sustained working order, including access to readily available repair resource; given the mission-critical nature of the data to PCSB, OSSE shall ensure that the data transfer system between OSSE and PCSB and OSSE and the LEAs are working and, in the event that any part of the system fails, OSSE will endeavor to correct the issue within two (2) business days. If it cannot correct the issue, OSSE will provide the missing data to PCSB via manual download within three business days of detecting the failure and will continue to provide it manually until the issue is fixed.
- (4) PCSB and OSSE shall mutually and reciprocally provide training and reminders that the public charter schools / LEAs remain subject to PCSB data collection policies even if schools elect that OSSE becomes the agent of the collection of data that will serve both agencies;
- (5) PCSB shall offer support to OSSE in completing data collections from public charter schools/LEAs;
- (6) OSSE shall provide technical assistance as required to complete the data collection processes;
- (7) PCSB and OSSE shall consult to provide special response and mutual assistance in the event of a request for data clarification from an agency of the federal government, the District of Columbia Council, a judicial body, or law enforcement agency.
- (8) The Parties acknowledge that OSSE in its role as the SEA for the District of Columbia and PCSB in its role as a charter school authorizer are equally responsible for protecting the confidentiality of personally-identifiable information in educational records and for ensuring that disclosure of such personally-identifiable information complies with all applicable laws. Each party agrees to comply with its respective FERPA policy. OSSE's FERPA policy is found in Section B of its *Policy for Access and Use of Educational Data*, issued June 1, 2013; the entire policy is attached to this agreement as Exhibit A. PCSB's policy entitled Disclosure of Student Records under the Family Educational Rights and Privacy Act ("FERPA"), as amended on February 19, 2014, is attached to this agreement as Exhibit B.
- (9) The Parties agree that the terms in this Agreement will have the definitions ascribed to them in FERPA.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

- II. **DEFINITIONS.** Unless otherwise defined in this Agreement, all terms shall have the meaning ascribed to such terms by D.C. Official Code § 38-201 and 5-A DCMR § 2199.
- III. **RESPONSIBILITIES OF THE PARTIES.** Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:
 - A. **RESPONSIBILITIES OF PCSB.** PCSB shall:

1. PCSB will use data disclosed to oversee public charter schools pursuant to this Agreement in a manner that will preserve the confidentiality of identifying student information, including confidential parent information.
2. PCSB will treat all data in a manner consistent with PCSB's FERPA policy.
3. PCSB will enforce its data submission policies (attached as Exhibit C) when schools submit incomplete data to OSSE's system.
4. PCSB will support OSSE and charter LEAs in the deployment of automated data collection technologies to collect the data described above. To this end, PCSB agrees to eliminate requesting data from charter LEAs that are collected by OSSE and shared with PCSB once the quality and consistency of the collection method and data exchange occurs for 100% of the public charter school students and has been demonstrated to work error-free and PCSB and OSSE and the charter LEAs consent to a change in data collection method.
5. PCSB will support OSSE in making historical data available to users of OSSE's systems with charter LEA consent. This support will include, but not necessarily be limited to, sharing historical enrollment, demographic, attendance, and discipline data from PCSB's data systems.
6. PCSB will use the data for the full range of its authorizing activities, including, without limitation,
 - a. to enforce its attendance, discipline, and special education trigger policies (attached as Exhibits D through F), along with any other policies developed by PCSB for oversight work;
 - b. to submit the October 5th Enrollment Count to the Office of the Chief Financial Officer ("OCFO"), as required by D.C. Official Code § 38-308; and
 - c. to produce and publish internal or external reports at its discretion.
7. Without in any way limiting PCSB's authority to adopt policies consistent with the law, PCSB will consult with OSSE when developing new data policies for the sole purpose of ensuring that PCSB can implement the policy using OSSE's data system and that OSSE's data system can support the needed data. Policies that are passed by the Board and go beyond federal and state requirements will not become state policies.
8. PCSB will provide OSSE with additional student-specific data not captured in an OSSE data system but captured through other methods, including ad hoc collections within thirty (30) days upon request and subject to charter LEA approval.
9. PCSB will continue to implement and enforce its policies concerning timeliness and accuracy of LEA data submission.

B. RESPONSIBILITIES OF OSSE. OSSE shall:

1. Provide PCSB with full, unmitigated, unfiltered, real-time access to all public charter school student-specific data collected in SLED, Special Education Data System (hereinafter "SEDS"), Corrective Action Tracking System (hereinafter "CATS") to the extent allowable by OSSE-Division of Specialized Education in coordination with PCSB, and any other data system or database used by OSSE to collect information on public charter school students via ADT or other automated secure data transfer method;
2. Shall make public charter school student-specific data available to PCSB through a secure SQL server connection, either directly to OSSE's databases or data systems, or to a mirror of these that is updated at least daily;
3. Will actively seek PCSB's consultation and other educational stakeholders before making changes to existing business rules;
4. Send a copy of the truancy resource guide developed by OSSE to the parent(s) of a school-age child that is enrolled in a public charter school within two (2) business days of receipt of notice from PCSB or from the public charter school that the student has accumulated ten (10) unexcused absences, unless the parent has already received the truancy resource guide;
5. Promptly notify PCSB of any incidents of non-compliance by a public charter school with the requirements noted;
6. Work with PCSB to build customized reporting tools in the state data systems, allowing PCSB to customize filters to export real-time, student-specific data into a useable file format (such as Excel or CSV);
7. In collaboration with PCSB, OSSE will make historical data available to users of OSSE's systems.
8. OSSE will be responsible for ensuring that the data feed is working and for providing complete and accurate data to PCSB. OSSE will endeavor to address OSSE and OSSE contractor technical issues within two (2) business days of being notified of the issue. If the problem persists for more than three (3) business days, OSSE will provide PCSB with the data through an external file.
9. Notify PCSB of any scheduled maintenance work at least fifteen (15) calendar days in advance, and, for unscheduled emergency maintenance or outages, notice shall be given to PCSB as soon as practicable;
10. Provide PCSB with additional student-specific data not captured in an OSSE data system but captured through other methods, including ad hoc collections and federal reporting within thirty (30) days upon request.
11. Provide charter LEAs technical assistance to ensure that they are able to use the systems and submit accurate and complete data as per PCSB's data policies

(Attached as Exhibit C). OSSE will be responsible for notifying the school and resolving the issue in a timely manner.

12. Endeavor to ensure that data captured directly from each charter LEA is accurate and complete in accordance to PCSB's and OSSE's data submission policies (Attached as Exhibit C).
13. OSSE will provide same-day technical assistance to schools having trouble entering data into their systems. Schools unable to enter data for three (3) business days or more will be asked to submit files to OSSE and to PCSB.
14. OSSE will use its best efforts to facilitate PCSB's enforcement of its policies concerning LEA data submission timeliness and accuracy.

IV. **DURATION OF MOA.** This MOA shall be effective as of the date on which both Parties' representatives have executed the Agreement and shall continue until terminated by either Party.

V. **AUTHORITY FOR AGREEMENT.** The Parties are authorized to enter into this MOA pursuant to D.C. Official Code § 1-301.01(k). This Agreement is further subject to the provisions of FERPA.

VI. **FUNDING PROVISIONS.** There shall be no cost for the activities described in this MOA.

VII. **CONFIDENTIAL INFORMATION.** The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, policies. Pursuant to FERPA, OSSE, as the State Education Agency (SEA) for the District of Columbia, and PCSB, as the authorizer for all DC charter schools, are authorized to receive educational records containing personally-identifiable information about students and parents.

VIII. **FERPA.** The Parties agree that the confidential data to be shared by and with each party is needed for compliance with Federal requirements related to state-supported educational programs. Both Parties understand that this Agreement does not convey ownership of student data to either entity. Further, the Parties agree:

1. That each party is designated the authorized representative of the other party solely for the purposes of sharing the data discussed above.
2. Only use the data each party may share with the other party, including students' personally identifiable information, for legitimate educational purposes.
3. Use reasonable methods to protect the data either party may share pursuant to this Agreement, including students' personally identifiable information, from re-disclosure, and to not share this data with any other entity without prior written approval from the party who provided the data except as permitted under FERPA.
4. Ensure that their policies and procedures protect the data the Parties may share, including students' personally identifiable information, from further disclosure or unauthorized use.

5. Require and maintain a confidentiality agreement with each employee, contractor or agent with access to data pursuant to this Agreement. The agreement will require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement.

6. Protect and maintain all student data obtained or permitted access to pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained or permitted access to pursuant to this Agreement, except as necessary for compliance with Federal and/or state requirements related to state supported educational programs.

7. Not to provide any student data obtained or permitted access to under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity under 34 C.F.R. § 99.31(a)(6)(iii).

8. Both Parties shall destroy all data received from the other party pursuant to this Agreement in compliance with the D.C. Nothing in this agreement shall be construed to require PCSB or OSSE to destroy duplicative data or records that they have legitimately received from a source other than PCSB. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, the Parties shall notify each other of the breach within two (2) business days of the date on which PCSB or OSSE, becomes aware of the breach pursuant to Section X, below. Both Parties may take any actions authorized it by law to mitigate and/or remediate the breach, including, without limitation, termination of this Agreement and exclusion of either party to the other party's data.

IX. **TERMINATION.** Either Party may terminate this MOA by giving thirty (30) calendar days advance written notice to the other Party. In the case of a notification of termination of this agreement, OSSE and PCSB shall make arrangements to provide PCSB with continued access to such essential historical data within the terms of this agreement as the parties may define.

X. **NOTICE.** The following individuals are the contact points for each Party under this MOA:

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Jesús Aguirre
State Superintendent of Education
810 First Street, NE, 9th Floor
Washington, DC 20002
Phone 202-727-3471

PUBLIC CHARTER SCHOOL BOARD:

Scott Pearson
Executive Director

D.C. Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
Phone 202-727-3471
Fax 202-328-2661

XI. MODIFICATIONS.

- A. The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.
- B. The Parties agree to provide reasonable prior written reciprocal notification of proposed changes to the policies attached to this MOA.
- C. Absent written comments exchanged between the Parties expressing objection to the proposed changes in policies attached to this MOA, such changes do not modify the terms and conditions of this MOA and are hereby incorporated by reference.

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

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

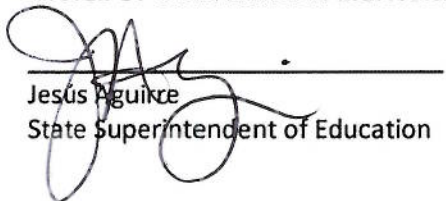
PUBLIC CHARTER SCHOOL BOARD



Scott Pearson
Executive Director

Date: 6/10/14

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Jesus Aguirre
State Superintendent of Education

Date: 6/24/14

EXHIBIT A



POLICY FOR ACCESS AND USE OF EDUCATIONAL DATA

A. POLICY STATEMENT

OSSE is committed to ensuring the privacy and protection of student information while also facilitating access and use of raw and statistical educational data for permissible purposes in compliance with federal and District law. The purpose of this policy is to establish parameters for external access and use of educational data collected by the Office of the State Superintendent of Education (OSSE).

B. APPLICABILITY OF PRIVACY AND DISCLOSURE LAWS

This policy addresses the following laws:

1. Family Education Rights and Privacy Act (FERPA)
2. Health Insurance Portability and Accountability Act (HIPAA)
3. Individuals with Disabilities Education Act (IDEA)
4. Child Nutrition Act of 1966
5. Freedom of Information Act (FOIA)

1. *Family Education Rights and Privacy Act (FERPA)*

The Family Education Rights and Privacy Act¹ (FERPA), and its implementing regulations,² give parents and eligible³ students the right to access and challenge the education records of their children, and also protect student information from unwarranted disclosure to third parties. FERPA applies to educational agencies and institutions, which include any elementary, secondary, or postsecondary school that receives U.S. Department of Education funding; or any entity that is authorized to direct and control elementary, secondary, or postsecondary institutions. FERPA also affirmatively applies to a State educational agency.⁴ For the purposes of FERPA, “education records” are files, documents, or other materials **containing information directly relating to a student.**⁵ This policy complies with FERPA in that it employs reasonable methods to both facilitate parental access

¹ Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g.

² 34 C.F.R. § 99 *et seq.* (2011).

³ From ages 0-18, the parent(s) possess the right to access their child(ren)’s educational records. When the child turns 18 or begins attending a postsecondary institution, s/he becomes an “eligible student” and the right to access and review the student’s educational records transfers from the parent(s) to the now-adult student.

⁴ In its final rulemaking adopting changes to FERPA, the U.S. Department of Education stated that an SEA is neither an educational institution, nor an educational agency, since both definitions require student enrollment. 76 Fed. Reg. 75604 (Dec. 2, 2011).

⁵ FERPA specifically excludes the following records from the definition of educational records: personal notes of teachers, principals, and administrative school staff; law enforcement records; a educational agency’s personnel records, and; postsecondary medical treatment records of adult students.

to student education records and to protect those records from unauthorized release to parties other than parents.

The first aspect of FERPA is the parental right to access and review of educational records related to their child(ren). To comply with these provisions of FERPA, OSSE must, upon receipt of a request from a parent for his/her child's education records, provide the requested records within 45 days of the date the request was made. However, the right of a parent or eligible student to challenge the contents of educational records only applies to records of schools and LEAs. This right does not extend to records held by an SEA or by third party entities working on behalf of an educational agency, institution, or SEA. Instead, such challenges are handled by D.C. Public Schools for public schools.⁶

The second aspect of FERPA governs disclosure of educational records. The key consideration for FERPA is not the record itself, but whether the record contains **personally-identifiable information** (PII) about a student. PII includes, but is not limited to the student's name, parents' names, address, Social Security number, unique student identifier, or indirect identifiers (such as date/place of birth and mother's maiden name).⁷ FERPA's general rule is that PII may not be disclosed to a third party without the prior written consent of the parent or eligible student. The essential elements of this rule are, therefore, the nature of the data (that it contains PII) and the source of the request (that it is a third party; the first two parties being the school from which the data was received and OSSE). Any disclosure that does not contain PII, does not invoke FERPA.

Where the disclosure is of PII and is to a third party, OSSE must first obtain the written consent of the parent or eligible student, unless the particular disclosure has been exempted from FERPA's consent requirements. OSSE, as the SEA, does not generate or create any of the data on the State Longitudinal Education Data System (SLED). Instead, OSSE collects the data from schools and LEAs. As a result, OSSE is subject to the "re-disclosure" provisions of FERPA. Re-disclosure of data by an SEA is a two-prong test.⁸ First, the disclosure must fall under one of the FERPA exceptions listed below. Second, the SEA must maintain a list of all re-disclosures. The list must record, at a minimum, the name of the party to whom the records were disclosed and the FERPA exception applicable to the re-disclosure. In addition, the educational agency or institution may request the records of re-disclosures of information that the SEA collected from that educational agency or institution. The SEA must provide the record within 30 days of receiving the request.

FERPA Exceptions to General Non-Disclosure Rule:

- a) **Parents/Eligible Students**—From ages 0-18, the parent(s) of a student have the right to request their child(ren)'s educational records. After the age of 18, the student becomes an "eligible" student and the right to access and review the student's educational records transfers from the parent(s) to the now-adult student. Although technically considered a "disclosure," an educational agency or institution may disclose, and OSSE may re-disclose, PII to the parent of the student or to the eligible student about whom the PII refers. In

⁶ 5E D.C. Mun. Reg. § 2602 et seq., 24 D.C. Reg. 1005, 1059 (Jul. 29, 1977), as amended.

⁷ INSTITUTE OF EDUCATION SCIENCES, NATIONAL CENTER FOR EDUCATION STATISTICS, SLDS Technical Brief No. 1, *Basic Concepts and Definitions for Privacy and Confidentiality in Student Education Records* (Nov. 2010).

⁸ 34 C.F.R. § 99.33(b) (2012).

addition, a parent or eligible student may designate some other party to receive the PII requested.

- b) **FERPA-permissible Entities**—FERPA identifies certain government entities by name. These entities, and their authorized representatives, are permitted to receive PII: U.S. Comptroller General, U.S. Attorney General (for law enforcement purposes), Secretary of the U.S. Department of Education, State educational agencies, and Local educational agencies.
- c) **School Officials**—An educational agency or institution may release PII to its own employees, contractors, consultants, and volunteers, if the school determines that the recipient of the PII has a legitimate educational interest. It may also disclose PII about its current and former students to any other educational agency or institution that either provides educational services to the student or to which the student has sought to enroll. However, the school must make reasonable attempts to notice the parents about the record request.

Applying this exception to an OSSE re-disclosure, there are two possible scenarios: i) re-disclosure is to school that provided the data to OSSE, or (ii) re-disclosure is to a different school than the school that provided the data to OSSE. If the same school that provided the data requests its own data, OSSE is permitted to re-disclose the data to the school's approved officials, which are school administrators and teachers. However, only the school itself can decide whether other employees, contractors, consultants, or volunteers have legitimate educational interests. OSSE would, therefore, direct school-based requestors who are not administrators or teachers to request data from their school. If the request comes from a different school than the one that provided the data, OSSE may re-disclose PII about a student only if the requesting school actually provides services to the student, or if the student is seeking enrollment in that other school. OSSE will not provide student PII to a school that has no connection to that student.

- d) **Directory Information**— An educational agency or institution may disclose directory information to an entity without obtaining the prior written consent of the parent or eligible student after the school has complied with the procedural requirements for this exception. Each school must affirmatively select data elements to include in its directory, provide public notice to parents of its student body about the directory elements, and allow parents to opt-out.

The following types of data may be designated by a particular school as ***directory information***: name; student ID number; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially-recognized activities and sports; weight and height of members of athletic teams; degrees and awards received, and; most recent educational agency attended. In addition to selecting which of the above elements will be included in a school's directory, the school's public notice must provide parents with a set period of time and a specific process for opting out of all or part of the directory. This means that parents may request that their child's information not be included in the directory at all, or that only certain pieces of information, such as address and phone number, not be included in the directory for their child.

Applying this exception to an OSSE re-disclosure, SLED does not currently track which data elements each school has established as “directory,” nor whether students have opted-out. As a result, any re-disclosure of directory information by OSSE would not meet the requirements of FERPA. Requesters asking for directory information should, therefore, be directed to the school.

- e) **Audit/Evaluation/Enforcement/Compliance**—This is one of the few FERPA exceptions that apply directly to an SEA. FERPA permits an SEA to designate any entity as its authorized representative to carry out audit, evaluation, enforcement, or compliance activities on any Federal- or state-supported program, or to carry out enforcement or compliance activities related to the Federal requirements for any of those programs. Prior to disclosure, OSSE must first enter into a written agreement with any such designated authorized representative. The agreement must include, at a minimum, the entity being designated as an authorized representative, PII being disclosed, audit/evaluation/enforcement/compliance activity, how the PII will be used, requirement that PII be destroyed after activity concluded, and requirement that further re-disclosures comply with the re-disclosure provision of FERPA.
- f) **Educational Researchers**— This is one of the few FERPA exceptions that applies directly to an SEA. FERPA permits an SEA to re-disclose PII to organizations conducting studies for or on behalf of an educational agency or institution for the purpose of developing, validating, or administering predictive tests; administering student aid programs, or; improving instruction. Organizations conducting educational studies and research may be government agencies or private entities. Prior to disclosure, OSSE must first enter into a written agreement with any such educational researcher. The agreement must include, at a minimum, purpose, scope, and duration of study; data being disclosed; requirement that PII be used only to further the study; requirement that PII not be re-disclosed; requirement that PII be destroyed after concluding the study. It is not necessary for the purposes of this exception that any school, LEA, or SEA initiate or agree with the study.
- g) **Accrediting Organizations**—An educational agency or institution may disclose, and OSSE may re-disclose, PII to an accrediting organization to carry out accrediting functions.
- h) **Student Aid**—An educational agency or institution may disclose, and OSSE may re-disclose, PII in connection with a student’s application for financial aid, or in connection with a student who already receives financial if the PII is necessary to determine eligibility, amount, or conditions of that student’s existing financial aid.
- i) **Emergency**—In the event of a health or safety emergency, an educational agency or institution may disclose PII in connection with an emergency if knowledge of the PII is necessary to protect the health or safety of the student or other individuals. Applying this exception to an OSSE re-disclosure, OSSE may re-disclose PII in connection with an emergency if knowledge of the PII is necessary to protect the health or safety of the student or other individuals. This will primarily arise in the context of transportation, since transportation is the only direct service that OSSE employees provide to students. Transportation employees should follow the policies and procedures implemented for that OSSE Division. Any other OSSE employees who receives a request for data due to an emergency should contact their Assistant Superintendent, the OSSE Director of Operations,

Chief of Staff, the General Counsel, or the Superintendent. Under no circumstances is an employee authorized to release PII on an emergency basis without the approval of a member of the Executive Team.

- j) **Juvenile Justice**—An educational agency or institution may disclose PII about a student to the juvenile justice system to assist that system’s serving the student, if a State law was enacted before November 19, 1974, that permits such disclosure. The District of Columbia’s juvenile justice law was enacted on December 23, 1963.⁹ The juvenile justice authorities must certify in writing that the records will not be re-disclosed except as permitted by the State law. While OSSE is authorized to re-disclose PII to juvenile justice officials under federal law, under District of Columbia law, it is the LEA that is responsible for making referrals to the Family Division and providing the necessary educational records.¹⁰ As a result, any requests for educational records received from a juvenile justice official should be referred by OSSE to the appropriate LEA.
- k) **Child Welfare Agency**—On January 14, 2013, Congress enacted the Uninterrupted Scholars Act¹¹ to amend FERPA and facilitate the disclosure of educational records to child welfare agencies. Federal law requires child welfare agencies to ensure that children in their care are enrolled in school and that their school placements are as stable as possible. To fully comply, child welfare agencies must have access to educational records. The January 2013 amendments permit OSSE to provide educational records containing PII without first obtaining parent/student consent to a child welfare agency caseworker or other representative who has the right to access a student’s case plan, when such child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student.¹²

The child welfare agency is further prohibited from re-disclosing PII that it receives pursuant to this new exception. Re-disclosure of PII may only be made to an individual or entity engaged in addressing the student’s education needs and is authorized by the child welfare agency to receive such disclosure, consistent with local law.

Pursuant to District of Columbia law, the Child and Family Services Agency (CFSA) and/or the Department of Youth Rehabilitation Services (DYRS) become legally responsible for the care and protection of a child or youth upon issuance of a disposition by the Family Division of the D.C. superior court transferring legal custody of a neglected child to CFSA or a child in need of supervision to DYRS.¹³

Applying this exception to an OSSE re-disclosure, OSSE may re-disclose educational records to a representative of CFSA or DYRS that is authorized by that agency to access the child or youth’s welfare case. CFSA and DYRS may re-disclose these records to their own contractors who provide educational services to children and youth committed to their care.

⁹ Pub. L. 88-241, 77 Stat. 588 (Dec. 23, 1963).

¹⁰ D.C. Mun. Reg. tit. 5A §§ 2103.5, 2103.6 (2009).

¹¹ Pub. L. 112-278, 126 Stat. 2480 (Jan. 14, 2013).

¹² 20 U.S.C. § 1232g(b)(1)(L).

¹³ D.C. Code § 16-2320.

- l) **Litigation**—When an educational agency or institution initiates legal action against a parent, the educational agency or institution may disclose any relevant educational records (including those containing PII) to the court without a subpoena or court order. In addition, when a parent or eligible student initiates legal action against an educational agency or institution, the educational agency may disclose any relevant educational records (including those containing PII) to the court without a subpoena or court order.¹⁴

Applying this exception to an OSSE re-disclosure, OSSE may re-disclose to the court any relevant education records within the context of a lawsuit filed by OSSE against a parent or filed against OSSE by a parent or eligible student. In any legal action where the opposing party is not a parent or eligible student, however, OSSE would not be permitted to disclose PII under this exception. In those cases, a subpoena/court order or written prior consent of the parent/ eligible student is required (see “Subpoena/Court Order” below). All decisions regarding litigation must be made by the Office of the General Counsel.

- m) **Subpoena/Court Order**—An educational agency or institution may disclose, and OSSE may re-disclose, PII subject to a court order, a lawfully-issued subpoena, or an ex parte court order obtained by the United States Attorney General or his/her designee in the context of a terrorism prosecution. Prior to responding to the subpoena, OSSE must first determine: 1) whether the parent or student whose PII is ordered by the court to be disclosed is a party to the case; and 2) whether the court/order subpoena limits notice of the disclosure. If the student/parent whose PII is ordered by the subpoena/court order to be disclosed is not a party to the case, then OSSE has the obligation to first make reasonable efforts to notify the parent or eligible student prior to disclosure. This permits the parent or eligible student the opportunity to file a protective order against the disclosure. If the parent or eligible student is a party to the case, the amendments made by the Uninterrupted Scholars Act in January of 2013 no longer obligate OSSE to notify the parent or eligible student prior to disclosing the records pursuant to the subpoena/court order. OSSE will not provide any notice to the parent or eligible student where the subpoena or court order limits such notice on its face.

In addition, when applying this exception to an OSSE re-disclosure, the OSSE General Counsel should be consulted.

- n) **Post-Secondary Disciplinary Proceedings**—Neither of the following exceptions are applicable to OSSE
- i. **Violent/Sex Crimes**—When a student attending a post-secondary institution is accused of committing a violent crime or a non-forcible sex crime, the post-secondary institution may disclose the results of those disciplinary proceedings to the crime victim, regardless of whether or not the student was found to have committed the crime. This exception is not applicable to OSSE.
 - ii. **Drug/Alcohol Crimes**—When a student attending a post-secondary institution is accused of violating any laws or school regulations regarding the use or possession of drugs or alcohol, the post-secondary institution may disclose the results of those disciplinary proceedings to the parent of the student who is under the age of 21.

¹⁴ 34 C.F.R. § 99.31(a)(9)(iii) (2012).

- o) **Sex Offender Registry**—An educational agency or institution may disclose, and OSSE may re-disclose, any PII necessary to comply with applicable sex offender registry laws.

Any record maintained by OSSE that contains PII and does not meet one of the above exceptions, **will not** be disclosed without the prior written consent of the parent or eligible student. An entity (including an SEA) that is found by the Secretary to have improperly re-disclosed data received originally from an educational agency or institution is required to be banned by that agency or institution from accessing their educational records for five years. In addition, a finding that OSSE has failed to comply with FERPA could jeopardize its federal funding.

OSSE employs reasonable methods to ensure that its employees understand and comply with FERPA's confidentiality and disclosure requirements. Upon hiring, OSSE employees are required to read and sign a non-disclosure agreement. During the employee's tenure with OSSE, the employee is notified of his/her responsibilities to keep educational data private when logging on to SLED. Finally, when an OSSE employee ends his/her employment with OSSE, an automated system sends a notice from the OSSE Human Resources Division to the OSSE Data Division to promptly sever the employee's access to SLED and OSSE's servers.

2. Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act of 1996¹⁵ (HIPAA), and its implementing regulations,¹⁶ protect the health insurance coverage of workers when they transition jobs, seeks to reduce waste and fraud by simplifying the exchange of health information, and protects the privacy of health information.

The HIPAA Privacy Rule implemented by the U.S. Department of Health and Human Services applies to covered entities...health care providers, health care clearinghouses, and health plans.¹⁷ OSSE does not provide or pay for the cost of medical services, or process nonstandard health information into standard format within the terms of HIPAA, and it is not a covered entity for HIPAA purposes.

In addition, the definition of the term "protected health information" in HIPAA's Privacy Rule explicitly excludes any information that would also meet the definition of an "education record" pursuant to the Family Educational Rights and Privacy Act (FERPA), which is discussed above. Medical information contained within OSSE's special education and health/wellness records fall within the definition of educational records under FERPA, and are therefore not subject to the requirements of HIPAA.

3. Individuals with Disabilities Education Act (IDEA)

The Individuals with Disabilities Education Act¹⁸ (IDEA), and its implementing regulations,¹⁹ require that States implement policies and procedures that comply with IDEA confidentiality requirements, which are found in sections 300.610 through 300.626 of Title 34 of the Code of Federal Regulations (C.F.R.). IDEA's regulations reference the definition used by FERPA for education records, except

¹⁵ Pub. L. 104-191, 110 Stat. 2021 (Aug. 21, 1996), as codified at 42 U.S.C. § 1320d *et seq.*

¹⁶ 45 C.F.R. §§ 160, 164 (2010).

¹⁷ 45 C.F.R. part 160; 45 C.F.R. part 164(A) & (E).

¹⁸ Pub. L. 108-446, 118 Stat. 2647 (Dec. 3, 2004), as codified at 20 U.S.C. § 1400 *et seq.*

¹⁹ 34 C.F.R. § 300 *et seq.* (2010).

that IDEA's confidentiality provisions apply only to those education records that are maintained for the purpose of implementing IDEA. FERPA covers recipients of federal funds under any U.S. Department of Education program. As a result, where IDEA has requirements that are additional to FERPA, those requirements apply only to special education data. This means that basic information collected regarding students with disabilities, such as name, address, etc., which are not specifically collected for IDEA purposes, but for general education purposes, are governed by FERPA. Information, such as medical records, Individualized Education Programs (IEP), etc. that are required only because of the child is IDEA-eligible, are governed by IDEA's confidentiality provisions.

IDEA requires SEAs to give a parent notice of its responsibilities under IDEA, including the kinds of information maintained, the SEA's data policies, and the parent's rights under IDEA and FERPA. One such right is the parent's right to review and challenge the records maintained about his/her child. When OSSE receives such an information request from a parent, the requested data must be provided within 45 days or prior to any IEP meeting or hearing, whichever occurs first. OSSE must also keep a record of all requests for access to a child's special education records. As with such requests made under FERPA, challenges to the content of a student's records must be made at the school/LEA level, rather than at the SEA level, since these records are created by the school/LEA and are merely maintained by OSSE.²⁰

IDEA's general rule on disclosure is that *personally-identifiable information* (PII) within education records may not be disclosed without the prior written consent, as defined by FERPA, of the parent or adult child. There are some limited exceptions to this general prohibition on disclosure, which permit OSSE to disclose student records WITHOUT the written consent of the parent or adult student. First, disclosure is permitted to IDEA-participating agencies without parental consent. Participating agencies are agencies or institutions that collect, maintain, or use PII, or from which PII is obtained. However, even this exception has some limitations. Where the disclosure of PII is for transition purposes, either to a postsecondary institution or to a private institution outside of the LEA, parental consent is still required. Second, where all PII has been removed from the records, parental consent is not required prior to disclosure.

In addition to the confidentiality requirements, IDEA imposes procedural requirements above and beyond FERPA for special education records, as follows:

- a) One official at each agency with PII must be responsible for ensuring the confidentiality of such information;
- b) All employees of an agency that collects or uses PII must receive training on the confidentiality requirements of IDEA and FERPA; and
- c) Each agency must maintain and allow public inspection of a list of current employees who may have access to personally-identifiable information.

Finally, unlike general education records maintained pursuant to FERPA, special education records must be destroyed upon request of the parents when the records are no longer needed for the purpose of providing educational services to the child.

²⁰ D.C. Mun. Reg. tit. 5E § 3021 et seq., 30 D.C. Reg. 2972, 2981 (Jun. 17, 1983), as amended.

4. *Child Nutrition Act of 1966*

The Child Nutrition Act of 1966,²¹ and its implementing regulations,²² created the National School Lunch Program, which provides free and reduced price meals to students. Information obtained from an application for a free or reduced price meal may be disclosed only to entities that:

- a) Administer the school lunch program (OSSE)
- b) Administer or enforce a Federal education program (OSSE, LEAs, PCSB, Schools)
- c) Administer or enforce a State health or education program administered by the SEA or an LEA, not including Medicaid or S-CHIP (limited to income eligibility information) (OSSE, LEA)
- d) Administer Medicaid and S-CHIP, if the data is for identifying and verifying a child's eligibility under Medicaid or S-CHIP (limited to income eligibility information) (DC Department of Human Services, DC Department of Health Care Finance)
- e) Administers a comparable means-tested nutrition program (limited to income eligibility information)
- f) U.S. Comptroller General
- g) Law enforcement related to the school lunch program (OSSE, OAG)

5. *Freedom of Information Act (FOIA)*

The DC Freedom of Information Act (FOIA) is a statute that is designed to facilitate public access to full and complete information regarding governmental affairs.²³ Unless the records are specifically exempted by the FOIA statute, a person has the right to inspect public records subject to FOIA procedures.²⁴ This OSSE *Policy for Data Access and Use* is **not intended to govern OSSE's responses to FOIA requests from the public**. Rather, this policy is a representation of the agency's intent to affirmatively provide limited types of educational data to specific classes of requestors without requiring the requester to exercise their rights under FOIA. This means that when a FOIA request is received, the responding OSSE employee should not refer to this policy, but should instead refer to the DC FOIA statute and any OSSE FOIA policies and procedures.

On the other hand, if a data request is submitted pursuant to this policy, and the request does not meet the requirements of this policy, the requester should be informed of their right to file a FOIA request in the alternative. For example, if the requester is not a parent, researcher, or other approved requestor under this policy, such as a news reporter or an advocacy organization, the request must be made pursuant to FOIA, not this policy. A data request made pursuant to this policy may also be distinguished from a FOIA request by the nature of the information sought. For example, a request for OSSE personnel and employment records would not fall under this policy, which covers only educational data. As a result, such a request would have to be made under FOIA.

Student-level data will not be provided pursuant to FOIA as it is an unwarranted invasion of personal privacy. As a result, the only process by which a requester may access student-level data is pursuant to this policy.

²¹ Pub. L. 89-642, 80 Stat. 885 (Oct. 11, 1966), as amended, as codified at 42 U.S.C. § 1758(b)(6) (2011).

²² 7 C.F.R. § 210 *et seq.* (2012).

²³ D.C. Code § 2-531 (2001).

²⁴ D.C. Code § 2-532(a) (2006 Supp.).

C. DATA ELEMENTS

Within OSSE's databases currently in use or under construction and/or consideration, OSSE collects and maintains the following types of data:

- Enrollment
- Attendance/Compulsory Education
- Assessment
- Student Information
- Demographics
- Teacher qualifications
- Special Education eligibility, assessment & compliance
- Course Codes and grades
- Eligibility for specialized services
- Other program-specific data²⁵

Data is verified for accuracy, completeness, and age by OSSE staff at the time that it is received from the Local Education Agency (LEA) or school. In addition to a manual verification of the data, the system employs checks and balances to ensure that submitted data conforms to the parameters for that kind of data. Data that does not conform to the requirements for a particular field is rejected and returned to the LEA or school for re-submission.

Sensitivity of data is determined based on whether or not the data is LEA-level, school-level or student-level data. Student-level data identifies a particular student and his/her academic achievement. As a result, student-level data implicates direct privacy concerns and is defined as sensitive data. With limited exception, student-level data is not available to the public without written consent of the parent. LEA-level and school-level data, on the other hand, is deemed not sensitive as it does not implicate any individual privacy concerns. However, where release of LEA-level and school-level data would identify student-level data, the data would be deemed sensitive only to the extent that it identifies a particular student's information. Any portions of LEA-level and school-level data that identify student-level data will be treated as sensitive and may not, with limited exception, be disclosed without written consent of the parent of the identified student.

D. ACCESS TO ANALYSIS OF DATA

This policy is intended to address disclosure of raw data. In addition to collection of raw data, OSSE is required to analyze educational data for the purposes of oversight and administration of educational programs. During the deliberative process, any analysis performed by OSSE and its contractors and/or authorized representatives pursuant to federal or state law will be considered **embargoed** and will be not publicly-disclosed pursuant to this policy unless the decision-making and/or investigatory processes for which that analysis is used has been fully completed and approved for dissemination and/or publication. Embargoed data may be disclosed on a limited basis for the purpose of review by entities specified by law, such as school administrators and LEAs. However, embargoed data will not be disclosed to any other entity, including but not limited to, researchers, parents, press, and/or the general public, until the conclusion of the deliberative or investigatory processes. Consistent with applicable laws and upon completion of the processes described above, embargoed data may be reclassified and released to the public as appropriate.

²⁵ Please refer to OSSE's *Data Handbook and Guidelines* document for a complete and technical list of data elements.

E. WHO MAY ACCESS DATA

Pursuant to the policy, OSSE will disclose data to the following types of requesters without requiring a FOIA request:

- OSSE employees & contractors
- OSSE authorized representatives
- DC schools
- DC LEAs
- Public Charter School Board (PCSB)
- Other school districts
- Parents/eligible students
- Educational researchers
- DC Council
- Mayor/Executive Office of the Mayor (EOM)
- Deputy Mayor for Education (DME)
- State Board of Education
- U.S. Department of Education
- Accrediting organizations
- Financial aid organizations
- U.S. Comptroller
- U.S. Attorney General
- DC Attorney General
- Courts
- DC Department of Human Services
- DC Department of Health Care Finance

See the OSSE policy entitled “Use Access Management,” for details about how authorized users can obtain access to data.

F. PARENTAL CONSENT

When prior written consent of the parent or eligible student is required before a disclosure may be made, the Parental Disclosure Authorization form in Appendix B must be completed.

G. HOW DATA WILL BE PROVIDED

Data disclosures that are permissible under this policy will be provided either directly via user access to OSSE’s State Longitudinal Educational Database or indirectly via a report run from the appropriate OSSE database after receipt of a request in the appropriate format as per Appendix A. OSSE’s data systems employ unique student identifiers to link student records to a particular student. Given the strong prohibitions against releasing a student’s information, OSSE will release student-level data (when approved) using a separate identifier that is not related to the unique student identifier. Data will be provided in electronic format whenever feasible. If electronic format is not feasible, then data will be provided in hard copy format.

H. PUBLIC NOTICE

OSSE provides notice to the public about the Statewide Longitudinal Education Data System (SLED) via its website at:

<http://osse.dc.gov/service/statewide-longitudinal-education-data-system-sled>



Office of the
State Superintendent of Education

APPENDIX B Parental Disclosure Authorization Form

The Federal Educational Rights and Privacy Act (FERPA) is a Federal law concerning the privacy of, and access to, student education records. FERPA gives parents and guardians certain privacy rights with respect to their children's education records. This form permits a parent or guardian to voluntarily authorize the release of education records to a third-party. Such a release is not mandatory. For additional information, visit the U.S. Department of Education's website: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

This form must be fully completed and signed. Education records cannot be released if the form is not complete.

I. STUDENT INFORMATION:

Student Name:
Date of Birth:
Student School and Grade:

II. RECORDS TO BE RELEASED (LIST BELOW):

III. PERSON(S) TO WHOM ACCESS OF EDUCATIONAL RECORDS MAY BE PROVIDED:

Name(s):
Address(es):

IV. RELEASE DURATION (USUALLY ONE YEAR):

This Authorization Expires on:

V. DESCRIBE THE PURPOSE OF THE RELEASE:

--

I consent to this release understanding that (1) I have the right not to consent to the release of the student's education records, (2) I have a right to inspect any written record pursuant to this consent form, and (3) I have the right to revoke this consent at any time by providing a written revocation to the Office of the State Superintendent of Education (OSSE).

Parent/Guardian's Written Name:	Parent/Guardian's Signature:	Date:

EXHIBIT B

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff	Proposal Request/Notification from LEA
<input type="checkbox"/> Board Action	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Notice of Concern	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Notice of Deficiency	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Notice of Probation	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Charter Warning	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Revocation	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Contract(s) \$25,000 or more
<input type="checkbox"/> Charter Approval (Full)	
<input type="checkbox"/> Charter Approval (Conditional)	
<input type="checkbox"/> Charter Denial	
<input type="checkbox"/> Proposed Revisions to PCSB Existing Policy--Vote	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input type="checkbox"/> New PCSB Policy—Vote	
<input checked="" type="checkbox"/> Discussion Item/Public Notification	

PREPARED BY: Charlie Sellev, Data Analyst
Mikayla Lytton, Manager of Strategy and Analysis

SUBJECT: Amendment to Existing FERPA Policy – Clarifying PCSB’s Practices on Anonymized Aggregate Data

DATE: February 19, 2014

As an amendment to its existing FERPA Policy, approved July 3, 2012, the DC Public Charter School Board (“PCSB”) staff plans to adopt the following practices for anonymizing and aggregating student data for all PCSB data reports. The proposed practices are:

1. The minimum population “n-size” for any rate or average shall be 10. This minimum applies to the total population considered in a group, i.e. the denominator of a calculation. In joint publications with other organizations, to preserve citywide continuity, or to follow an established business-rule, PCSB may use n-size minimums greater than 10.
2. In cases of sensitive, negative data publication, PCSB will not publish aggregated data at the LEA, campus, or subgroup level which results in a greater than 95% or less than 5% rate. Instead, these will be published as “>95%” or “<5%.” This practice applies to the following data:
 - Poor academic performance (e.g. 0% proficient on DC CAS/AP/SAT or 0% graduation rate for a specific subgroup)
 - Discipline (e.g. 100% suspension rate, 100% expulsion rate of a specific subgroup)

Beyond these specific cases, PCSB staff will continue to use their best judgment under these guiding principles.

Examples

Example	Publish?	Rationale	Implementation
7 of 140 students were suspended.	Y	The 10 n-size minimum applies to the denominator.	
7 of 9 students in sixth grade were suspended.	N	The population does not meet the n-size minimum.	Do not publish sixth grade suspension rate. Consider publishing data for a larger population, such as all middle school students.
2 of 140 students were advanced on DC CAS math.	N	PCSB will not publish <5% or >95% rates for negative, sensitive data.	Instead, publish that <5% of students were advanced on DC CAS math. When feasible, avoid publishing n-size of these calculations.
0 of 140 students were suspended.	Y	PCSB will publish 0% or 100% for positive data.	

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

**DISCLOSURE OF STUDENT RECORDS UNDER THE
FAMILY EDUCATIONAL RIGHTS PRIVACY ACT (FERPA)**

Purpose: To clarify the restrictions on disclosure of students' education records under the Family Educational Rights Privacy Act ("FERPA") for the District of Columbia Public Charter School Board (the "Board") and its employees.

Policy: The Board may not release personally identifiable information contained within student education records to a third party unless such release is expressly permitted under FERPA. A student's education records under FERPA include all records directly related to the student and which are maintained by the Board. Records covered by FERPA therefore include, but are not limited to: grades, report cards, transcripts, attendance information, academic appeals, and records of any disciplinary proceedings. This list is not exhaustive and is provided only as an example of the wide range of information considered to be an "education record" under FERPA.

Definitions:

Eligible Student: A student 18 years of age or over. (Eligible Students have FERPA consent rights.)

Parent: A parent or legal guardian¹ of a student at a School.

School: A public charter school under the Board's jurisdiction.

Procedures:

Disclosure

The Board will protect the privacy of all student education records in its possession and will not disclose personally identifiable information within student education records to anyone other than the Parent or Eligible Student unless (1) the Parent or Eligible Student has provided prior written consent to such disclosure using the attached "Consent to Disclose Student Education Records" form (Exhibit A); (2) the information to be disclosed has been classified as "directory information" in Schools' annual FERPA notification (described further below); or (3) the disclosure is permitted under one or more FERPA exceptions, some of which are presented below, but must be specifically determined to apply in a particular circumstance by the Board before the disclosure occurs.

¹ The legal guardian of a student includes any individual or entity acting as a parent in the absence of a parent or guardian, including, but not limited to, any governmental agency or third party who is granted custody, care and control of a child or granted legal custody pursuant to a court order.

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

Consent to Disclose Student Education Records Form ("Consent Form")

Unless the requested records are not covered by FERPA or an exception applies, a Parent or Eligible Student must provide advance written permission to release the student's education records to a third-party. The Parent's or Eligible Student's permission must be given through completion of the attached Consent Form. No information may be released beyond the scope of the permission as indicated in the form.

Once completed, the signed Consent Form must be kept in the Board's office. Parents or Eligible Students may revise their consent at any time during the year by completing a new form. No form shall be effective for more than one academic year.

Exceptions

Allowable Disclosures

There are several exceptions that permit the release of student education records under FERPA. The following are some common examples of parties who can receive disclosures without written consent in a manner that does not violate FERPA:

1. A contractor, consultant, volunteer to whom the Board has outsourced institutional services or functions, if the party is under the direct control of the Board and has met the Third-Party Requirements described below.
2. Other schools, school districts or institutions of postsecondary education in which the student is seeking to enroll or to transfer credits.
3. Authorized representatives of the Board, the District of Columbia Office of the State Superintendent of Education ("OSSE"), U.S. Department of Education ("DOE"), the U.S. Attorney General ("AG"), or the U.S. Comptroller General ("USCG") for audit, evaluation, or compliance activity with respect to Federal or state education programs.
4. Other DC Government agencies for the purpose of providing benefits to eligible students (limited to Board-generated rosters of student names, addresses, and enrollment status).
5. Organizations conducting studies for, or on behalf of, the PCSB, the School, or another governmental entity provided such organization has met the Third-Party Requirements described below.
6. Schools' accrediting agencies.
7. To appropriate parties, if necessary to protect the health or safety of a student or other individuals.
8. To comply with a judicial order or lawfully issued subpoena.

Responses to requests for student records can be made to the third-parties identified above. Board staff must notify the Board's FERPA Contact prior to the release of these records, provided that such notification is feasible.

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

Recordkeeping Requirements

While the Board would be able to disclose students' records under any of the above exceptions, there are certain recordkeeping and notification requirements with respect to these disclosures. A record of the disclosure must be made in a FERPA disclosure file, which describes: (1) the party or parties who received the students' records; and (2) the legitimate interests of the party or parties had in requesting and obtaining the information. In the event that the disclosure is to an authorized representative of the Board, a School, OSSE, the DOE, AG, or USCG, the record of the disclosure may be made by class, school, or other appropriate grouping. (For example, if OSSE requested all student records for a particular School, a record could be made indicating that the entire School's student records were provided, rather than noting a disclosure for each student.)

Notification Requirements

If the Board receives a judicial order or lawfully issued subpoena, there are certain notification requirements it must make before disclosing the students' records. The Parent or Eligible Student must be notified of the order or subpoena in order to give an opportunity to seek protective action. Before disclosing student education records pursuant to a judicial order or lawfully issued subpoena, please consult with Board counsel.

Third-Party Requirements

If the Board discloses student records that contain personally identifiable information to an authorized representative, such as a contractor, consultant or research organization, a written agreement must be entered into between the Board and the data recipient. The agreement must specify the following:

1. The designated official or entity that constitutes an authorized representative;
2. The type of student records to be disclosed to the authorized representative;
3. The purpose for which the student records are being disclosed;
4. A requirement that the authorized representative must destroy any personally identifiable information when it is no longer needed for the purpose specified, and a time period in which the information will be destroyed; and
5. Policies and procedures to protect personally identifiable information within the students' records from re-disclosure and unauthorized use by the authorized representative.

Health and Safety Emergencies

The Board may disclose student education records that contain personally identifiable information to appropriate parties, including Parents, in connection with an emergency, if necessary to protect the health or safety of students or other individuals. In disclosing student records, a determination must be made that there is a clear and significant threat to individuals' health or safety. If a disclosure is made due to a health or safety emergency, the Board must record a description of the significant threat to students or other individuals that formed the basis for the disclosure, and the parties who received the information.

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

Other FERPA Requirements:

Right to Request Inspection of Student Records

Every Parent or Eligible Student must be allowed to personally inspect copies of his or her records upon request. The Board must therefore either provide copies of student records to Parents and Eligible Students upon request, or make arrangements to allow for inspection of requested records within 45 days of when the request was received.

A reasonable fee for copies of student records may be charged, but not if imposition of a fee will prevent the Parent or Eligible Student from receiving copies of the records. No fee may be charged solely in order to search for or retrieve a student's education records.

Right to Request Amendments to Records and Hearings

If a Parent or Eligible Student believes that the education records maintained by the Board relating to the student contains information that is inaccurate or misleading, he or she may ask, in writing, for the records to be amended. If, based on that written statement, Board staff decides not to amend the records as requested it must inform the Parent or Eligible Student of its decision and the right to a hearing. The hearing may be conducted by any Board staff who was not involved in the initial decision not to accept the Parent's or Eligible Student's request to amend the relevant records.

In the event of a hearing, if the Board staff who conducted the hearing decides that the information in question is inaccurate or misleading, it must direct relevant staff to amend the records accordingly and inform the Parent or Eligible Student of the amendment in writing. If, on the other hand, Board staff decides that the information is not inaccurate or misleading, they must provide a decision in writing and inform the Parent or Eligible Student of the right to place a statement in the records commenting on the contested information. Board staff's decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Reasonable Protection of Student Information

The Board will ensure that Board employees may obtain access to only those education records in which they have legitimate educational interests. The Board will use physical and technological access controls as well as an administrative policy for controlling access to education records.

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

EXHIBIT A

CONSENT TO DISCLOSE STUDENT EDUCATION RECORDS

Student's Name _____

Age of Student _____

Parent's Name (if student is under 18) _____

Student Social Security # _____

I know that the Family Education Rights and Privacy Act of 1974 as amended protects the privacy of student education records and limits access to the information contained in those records.

I have indicated below the party or parties who may have information from my education records:

1) Name: _____ Relationship: _____

Address: _____

City, State, Zip: _____

Phone: (_____) _____

2) Name: _____ Relationship: _____

Address: _____

City, State, Zip: _____

Phone: (_____) _____

PLEASE INITIAL ALL AREAS THAT APPLY:

1. If asked, I want the above named individual(s) to receive student records regarding: _____

**DRAFT POLICY FOR APPROVAL
D.C. Public Charter School Board July 3, 2012**

2. The purpose of disclosing the student records is as follows: _____

Date

Printed Name

**The consent provided by this form
is effective for only the current
academic year.**

Student's Signature (if student is 18 or over)
Parent's Signature (if student is under 18)

EXHIBIT B

MODEL DC CHARTER SCHOOL FERPA POLICY
DISCLOSURE OF STUDENT RECORDS UNDER THE
FAMILY EDUCATIONAL RIGHTS PRIVACY ACT (FERPA)

Purpose: To clarify the restrictions on disclosure of students' education records under the Family Educational Rights Privacy Act ("FERPA") for _____ charter school ("School") and its employees.

Policy: The School may not release personally identifiable information contained within student education records to a third party unless such release is expressly permitted under FERPA. A student's education records under FERPA include all records directly related to the student and which are maintained by a School. Records covered by FERPA therefore include, but are not limited to: grades, report cards, transcripts, attendance information, academic appeals, and records of any disciplinary proceedings. This list is not exhaustive and is provided only as an example of the wide range of information considered to be an "education record" under FERPA.

Definitions:

Eligible Student: A student 18 years of age or over. (Eligible Students have FERPA consent rights)

Parent: A parent or legal guardian¹ of a student at a School.

PCSB FERPA Contact: Staff member or designee of D.C. Public Charter School Board ("PCSB") designated as the School's point of contact on FERPA-related issues and compliance.

Procedures:

Disclosure

The School will protect the privacy of all student education records and will not disclose personally identifiable information within student education records to anyone other than the

¹ The legal guardian of a student includes any individual or entity acting as a parent in the absence of a parent or guardian, including, but not limited to, any governmental agency or third party who is granted custody, care and control of a child or granted legal custody pursuant to a court order.

DRAFT POLICY FOR COMMENT D.C. Public Charter School Board 5/7/12

Parent or Eligible Student unless (1) the Parent or Eligible Student has provided prior written consent to such disclosure using the attached "Consent to Disclose Student Education Records" form; (2) the information to be disclosed has been classified as "directory information" in the School's annual FERPA notification (described further below); or (3) the disclosure is permitted under one or more FERPA exceptions, some of which are presented below, but must be specifically determined to apply in a particular circumstance by the School's administration before the disclosure occurs.

Consent to Disclose Student Education Records Form ("Consent Form")

Unless the requested records are not covered by FERPA, have been classified "directory information" in the annual FERPA notification, or another exception applies, a Parent, or Eligible Student must provide advance written permission to release the student's education records to an outside third-party. The Parent's or Eligible Student's permission must be given through completion of the attached Consent Form. No information may be released beyond the scope of the permission as indicated in the form.

Once completed, the signed Consent Form will be kept in the School's office. Parents or Eligible Students may revise their consent at any time during the year by completing a new form. No form shall be effective for more than one academic year.

Directory Information

Allowable Information

The School may disclose student information that has been classified as "directory information" in its annual FERPA notification. Directory information refers to information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed.

Directory information includes, but is not limited to, the following student information:

1. Student name
2. Address and telephone number
3. E-mail address
4. Photograph
5. Date and place of birth
6. Grade level
7. Dates of attendance
8. Participation in officially recognized activities and sports
9. Weight and height of members of athletic teams
10. Degrees, honors, and awards received

Directory information cannot include a student's Social Security number. A student's ID number or user ID can be considered directory information, but only if that identifier cannot be

DRAFT POLICY FOR COMMENT D.C. Public Charter School Board 5/7/12

used to gain access to the student's education records without utilizing a password or personal identification number.

Annual FERPA Disclosure Regarding Directory Information and Opt Out Option

In order for the School to disclose directory information, it must first provide public notice in an annual FERPA notification to Parents and Eligible Students of the following:

1. The types of personally identifiable information that is designated as directory information;
2. A Parent's or Eligible Student's right to refuse the designation of any or all of those types of information about the student as directory information; and
3. The period of time within which a Parent or Eligible Student has to notify the School in writing that he or she does not want any or all of those types of information about the student designated as directory information.

The required annual FERPA notification can be provided within other informational documents sent by the School or as separate School correspondence.¹

Exceptions

Allowable Disclosures

There are several exceptions that permit the release of student education records under FERPA. The following are some common examples of parties who can receive disclosures without the student's written consent in a manner that does not violate FERPA:

1. A contractor, consultant, volunteer to whom the School has outsourced institutional services or functions, if the party is under the direct control of the School and has met the Third-Party Requirements described below.
2. Other schools, school districts or institutions of postsecondary education in which the student is seeking to enroll or to transfer credits.
3. Authorized representatives of the DC Public Charter School Board (PCSB), the District of Columbia Office of the State Superintendent of Education ("OSSE"), U.S. Department of Education ("DOE"), the U.S. Attorney General ("AG"), or the U.S. Comptroller General ("USCG") for audit, evaluation, or compliance activity with respect to Federal or state education programs.
4. Organizations conducting studies for, or on behalf of, the Board, a School, or another governmental entity provided such organization has met the Third-Party Requirements described below.

¹ Please see the U.S. Department of Education's "Model Notification of Rights under FERPA for Elementary and Secondary Schools." The document is a sample of a compliant annual FERPA notification document, informing parents and students of their rights and the types of information that the school can disclose under the various FERPA exceptions. School personnel who have questions regarding what information must be in the annual FERPA notification document should consult the Department's model.

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5. Schools' accrediting agencies.
6. To appropriate parties, if necessary to protect the health or safety of a student or other individuals.
7. To comply with a judicial order or lawfully issued subpoena.

Responses to requests for student records can be made to the third-parties identified above. School staff must notify the PCSB FERPA Contact prior to the release of these records, provided that such notification is feasible. Schools must within 15 days of such release provide the PCSB with a brief description of such release via upload to AOIS.

Recordkeeping Requirements

A record of any disclosure must be made in students' education records, which describes: (1) the party or parties who received the students' records; and (2) the legitimate interests of the party or parties had in requesting and obtaining the information. In the event that the disclosure is to an authorized representative of the PCSB, School, OSSE, the DOE, AG, or USCG, the record of the disclosure may be made by class, school, or other appropriate grouping. (For example, if OSSE requested all student records from the School, a record could be made indicating that the entire School's student records were provided, rather than placing a record in each student's file.)

Notification Requirements

If the School receives a judicial order or lawfully issued subpoena, there are certain notification requirements it must make before disclosing the students' records. The Parent or Eligible Student must be notified of the order or subpoena in order to give an opportunity to seek protective action. Before disclosing student education records pursuant to a judicial order or lawfully issued subpoena, please consult with School counsel.

Third-Party Requirements

If the School discloses student records that contain personally identifiable information to an authorized representative, such as a contractor, consultant or research organization, a written agreement must be entered into. The agreement must specify the following:

1. The designated official or entity that constitutes an authorized representative;
2. The type of student records to be disclosed to the authorized representative;
3. The purpose for which the student records are being disclosed;
4. A requirement that the authorized representative must destroy any personally identifiable information when it is no longer needed for the purpose specified, and a time period in which the information will be destroyed; and
5. Policies and procedures to protect personally identifiable information within the students' records from re-disclosure and unauthorized use by the authorized representative.

If charter school staff are contacted by a party purporting to be an authorized representative of the PCSB, OSSE, the DOE, AG, or USCG requesting student records, or purporting to be a

DRAFT POLICY FOR COMMENT D.C. Public Charter School Board 5/7/12

representative of an organization conducting a study or studies for, or on behalf of one of these entities, they must notify the PCSB FERPA Contact prior to the release of student records.

Health and Safety Emergencies

The School may disclose student education records that contain personally identifiable information to appropriate parties, including parents of a student, in connection with an emergency, if necessary to protect the health or safety of students or other individuals. In disclosing student records, a determination must be made that there is a clear and significant threat to individuals' health or safety. If a disclosure is made due to a health or safety emergency, the School must record a description of the significant threat to students or other individuals that formed the basis for the disclosure, and the parties who received the information.

Other FERPA Requirements:

Right to Request Inspection of Student Records

Every Parent or Eligible Student must be allowed to personally inspect copies of his or her records upon request. The School must therefore either provide copies of student records to Parents and Eligible Students upon request, or make arrangements to allow for inspection of requested records within 45 days of when the request was received.

A reasonable fee for copies of student records may be charged, but not if imposition of a fee will prevent the Parent or Eligible Student from receiving copies of the records. No fee may be charged solely in order to search for or retrieve a student's education records.

Right to Request Amendments to Records and Hearings

If a Parent or Eligible Student believes that the education records maintained by the School relating to the student contains information that is inaccurate or misleading, he or she may ask for the records to be amended, in writing. If, based on that written statement, the School decides not to amend the records as requested it must inform the Parent or Eligible Student of its decision and the right to a hearing. The hearing may be conducted by any School staff who was not involved in the initial decision not to accept the Parent's or Eligible Student's request to amend the relevant records.

In the event of a hearing, if the School staff who conducted the hearing decides that the information in question is inaccurate or misleading, it must direct relevant staff to amend the records accordingly and inform the Parent or Eligible Student of the amendment in writing. If, on the other hand, School staff decides that the information is not inaccurate or misleading, it must provide its decision in writing and inform the Parent or Eligible Student of the right to place a statement in the records commenting on the contested information. School staff's decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

DRAFT POLICY FOR COMMENT D.C. Public Charter School Board 5/7/12

Reasonable Protection of Student Information

[Insert school policy here]

[Schools must use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. A school that does not use physical or technological access controls must ensure that its administrative policy for controlling access to education records is effective and that it restricts access to officials with legitimate educational interests. Each school's policy with respect to accessing student records should reflect its capacity to protect student information through the various means that it uses.]

EXHIBIT C



PROACTIVE

PCSB UNIT OF RESPONSIBILITY: Information Technology

REFERENCE

N/A	N/A
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PROCEDURE

Schools must submit their student attendance and demographic data using either:

1. an automated pull, via an SIF Agent,
2. file upload, via a template created internally by the D.C. Public Charter School Board, or
3. manual entry

Once a school has entered its demographic data, it will go through ProActive's automated validation process. Clean, or error free, demographic data will appear in ProActive the same day. Demographic data that contains errors or conflicts will generate error reports and will not appear in ProActive or be sent to the Office of the State Superintendent of Education (OSSE) for the services described above.

*Please note - if you submit your data via file upload you will be informed of any errors real-time and will be responsible for making the corrections immediately.

If data is submitted via SIF and captured in the conflict staging area, the PCSB will provide the campus with an error report identifying the issues within 2 business days. It is the school's responsibility to correct all errors or conflicts within 2-3 business days thereafter.

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input checked="" type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other	

PREPARED BY: Tim Harwood – Equity & Fidelity Team

SUBJECT: Data Management Policy

DATE: April 15, 2013

Proposal/Request

PCSB staff recommends that the Board vote to approve the Data Management Policy first introduced for public comment on February 25, 2013. PCSB received public comments from Community Academy Public Charter School, Next Step Public Charter School, Education Strengthens Families Public Charter School, Maya Angelou Public Charter School, and FOCUS, and revised the policy based on the feedback. Most of the concern centered around the 30-day data-validation window being too short a time. Changes to this policy attempt to clear up the language to show that schools will have between 45-55 days to verify previously submitted attendance and discipline data for any given month.

Policy

This policy requires that all data entered into PCSB’s data management system by a school be verified as complete and accurate 30 days from the end of the month in which it was submitted – this will be considered the “data validation window.” Once this 30-day data validation window has closed, the student-level attendance and discipline data will be considered verified, accurate, and final by the school and will be available to PCSB staff to produce reports for internal and external use.

The Data Management Policy would establish the following data-validation timeline and should be read in conjunction with the previously approved Attendance and Discipline

Data Policy (2012). According to the Attendance and Discipline Data Policy (2012), for any given month that students are enrolled in a school, attendance data must be submitted to PCSB by 5 business days after the start of the next month and discipline data must be submitted 14 days after the start of the next month. The Data Management Policy gives schools until the 1st of the second month to verify the accuracy of these data. This provides a school between 45 and 55 days to verify the accuracy of any given month's data. (See the chart below.) After this point, the data will be considered *verified and final* and schools will not generally be given an opportunity to change the data, unless under exceptional situations agreed to by PCSB staff.

Data Submission and Verification Chart

Attendance and Discipline Data by Date	Enrollment Data Submitted	Attendance Data Due (adjusted to assume a weekend occurs within the first five days of the new month)	Discipline Data Due	Enrollment, Attendance, and Discipline Data Validation Window Closes
July 1-31	5 business days after a student enters or exits a school	August 7	August 14	October 1
August 1-31		September 7	September 14	November 1
September 1-30		October 7	October 14	December 1
October 1-31		November 7	November 14	January 1
November 1-30		December 7	December 14	February 1
December 1-31		January 14 (due to holidays)	January 14	March 1
January 1-31		February 7	February 14	April 1
February 1-28/29		March 7	March 14	May 1
March 1-31		April 7	April 14	June 1
April 1-31		May 7	May 14	July 1
May 1-31		June 7	June 14	August 1
June 1-30		July 7	July 14	September 1

The *verified and final data* may be used for various purposes without an additional “data validation window”, including reporting data to DC Council, the Deputy Mayor of Education, the Office of the State Superintendent of Education, the media, the Performance Management Framework, and the Public Charter School Board website.

However, to the extent PCSB uses school verified and final data to conduct further calculations, PCSB will continue to have validation windows to ensure business rules were applied consistently and calculations were done accurately for school-level reports that will be made public. In these cases, PCSB staff will (1) share with each school the rates that were calculated, (2) provide schools with two days to review the calculations and make any

necessary revisions in the PCSB data management system, and (3) re-calculate the rates, if necessary, prior to producing the public report. Due to the short period of time to review PCSB's calculations, these validation windows will focus on the rules and calculations only, with the expectation that schools have verified their data for accuracy.

Failure for schools to maintain *current, complete, and accurate* attendance and discipline data in the PCSB data management system will increase the likelihood that the school will undergo an audit under PCSB's Data Audit Policy (2012) and/or receive a Notice of Concern.

Background

According to PCSB's Attendance and Discipline Data Policy (2012), charter schools are to submit all required data to PCSB as requested either via ProActive, AOIS, encrypted Excel files, or another secure method. Present, tardy and absent documentation must be completed on a daily basis for every student enrolled in the school for the current school year. Attendance data must be submitted into ProActive five business days after the start of the next month. The school must enter or upload every suspension and expulsion into ProActive on a monthly basis as per the schedule provided to schools.

After submitting data schools are able to see such data within one business day by accessing the ProActive system. Schools are therefore able to conduct their own data validation to ensure that data entered is correct.

The District of Columbia Compulsory School Attendance Law (CSAL) requires minors who become five (5) years of age by September 30 in a given school year up to the age of 18 to be enrolled in school and attending regularly.

In order to help in the city-wide effort to address truancy and better serve families, PCSB has agreed to share truancy numbers with CFSA and DC Superior Court on an as-needed basis. To do so, PCSB must have accurate attendance data in ProActive in order to provide accurate truancy counts to these agencies.

Date: <u>4/15/13</u>
PCSB Action: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved with Changes <input type="checkbox"/> Rejected
Changes to the Original Proposal/Request: _____

John H. McK...

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input checked="" type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other—Discussion Item	

PREPARED BY: Mikayla Lytton – School Performance Department

SUBJECT: Data Access Security Policy

DATE: November 18, 2013

Proposal/Request

DC Public Charter School Board (“PCSB”) staff requests that its Board vote to approve the proposed Data Access Security Policy. The proposed policy was opened for public comment September 16 – October 16; no public comments were submitted.

Policy

Beginning in School Year 2013-14, all public charter Local Education Agencies (“LEAs”) and their constituent campuses will be responsible for ensuring that only authorized school staff have access to the school’s student-level data in PCSB’s data systems, including but not limited to ProActive, SharePoint, Epicenter, and Secure File Transfer Protocol (“SFTP”) sites. Accordingly, each LEA will be responsible for the following:

- Reviewing, before the beginning of each school year, staff access to all applicable data systems and notify PCSB of any individuals who should not have access to the systems. PCSB will help schools in this process through training, documentation, and, as necessary, hands on assistance.
- Requesting additional staff access to PCSB’s data systems on an as-needed basis.
- Notifying PCSB in writing of any contractors, consultants, or other third parties who it has authorized to access the school’s student-level data and communicate with PCSB on its behalf.

- Providing PCSB with the contract that delineates the measures in place to ensure compliance with the Family Educational Rights Privacy Act (“FERPA”).
- Notifying PCSB within 5 business days after staff or consultants with access to PCSB’s data systems leave their position or have their contracts terminated. PCSB will deactivate those individuals’ access to ProActive, SharePoint, Epicenter, and any other data systems in place within 5 business days of receiving the notice.
- Prohibiting school staff from sharing logins to ProActive or Epicenter. If additional staff members need access to these databases, the school will request access for each individual.

Background

PCSB collects student-level data directly from charter LEAs and campuses for local and federal reporting; accountability, including Performance Management Framework calculations; monitoring of legal compliance; internal analysis; and other purposes as necessary. To support data quality assurance efforts and analysis, PCSB makes available student-level and aggregated data to the schools and their authorized staff. In order to comply with FERPA, PCSB and schools must ensure that only school-determined authorized staff have access to student-level data, including enrollment, demographic, attendance, discipline, and academic data.

In the past, PCSB has requested that schools notify PCSB of any staffing changes. However, the process for doing so was not formalized in policy.

Date: _____ PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected Changes to the Original Proposal/Request: _____ <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

EXHIBIT D

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input checked="" type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other	

PREPARED BY: Rashida Kennedy – Equity & Fidelity Team

SUBJECT: Revisions to the PCSB Truancy Policy

DATE: August 19, 2013

Proposal/Request

DC Public Charter School Board (“PCSB”) staff requests that its Board vote to accept the proposed revisions to the 2012 PCSB Truancy policy. Any changes from the original policy are found in red underlined text.

New local laws have established a new definition for truancy, as well as a different threshold for unexcused absences at which LEAs must report a student for educational neglect. Additionally, data from last year’s pilot Truancy Policy has informed PCSB staff on truancy norms. Thus, PCSB staff requests the Board to approve revisions to the Truancy Policy. This policy would go into effect beginning SY 2013-2014. The proposed revisions would include the following provisions:

PCSB Truancy Policy

- Chronically truant is now defined as a school-aged student (between ages 5-18) who accrues 10 or more unexcused absences within a single school year. A school’s truancy rate will be based on the percentage of students with 10 or more unexcused absences for all students between ages 5-18.

- The school year will be broken into four quarters. For the first quarter, PCSB will provide schools with baseline data indicating their overall truancy rate. Schools will also be provided data indicating the total number of unexcused absences, total number of excused absences, percentage of instructional days lost for all students, and the number/ names of all students who were chronically truant (10 or more days for all students). The reviews will be divided as follows:
 - 1st review: August – September 30th (results reported on December 1st)
 - 2nd review: October 1st – November 31st (results reported on February 1st)
 - 3rd review: December 1st – January 31st (results reported on April 1st)
 - 4th review: February 1st – March 31st (results reported on June 1st)
 - Final review of *whole school* population: August-June 30th (results reported in August)

- Traditional LEAs must maintain a truancy rate at or below 20% on a quarterly basis (25% for high schools). At the end of the second quarter, schools that have a truancy rate over 20% (25% for high schools) will be subject to a Notice of Concern.

- Officially designated alternative LEAs must maintain a truancy rate at or below 35% on a quarterly basis. At the end of the second quarter, schools that have a truancy rate over 35% will be subject to a Notice of Concern.

- The Notice of Concern can be lifted the following quarter based upon improvement in the following categories:
 - Improvement in the percentage of instructional days lost for the whole school (defined as total unexcused + total excused / total # days enrolled)
 - Improvement in attendance for the majority of students who were defined as truant (10 days) in the previous quarter(s)
 - Maintaining a truancy rate lower than 20% for the school population (25% for high schools; 35% for alternative LEAs) excluding those already counted as truant in the first quarter. (For the *whole school* population, including previously truant students, the truancy rate cannot exceed 30% for elementary and middle schools; 35% for high schools; 45% for alternative LEAs.)

- Factors such as documented due diligence in areas of school-parent communication, interventions, best practices, etc. may be taken into consideration at the discretion of PCSB.

- All Notices of Concern would be lifted at the end of the year and the school would start fresh the next year.

- It is PCSB's discretion to determine whether a notice of concern is lifted if a schools's truancy rate decreases only due to truant students being expelled or withdrawn.

Proposed language <i>(highlight shows change from original policy)</i>	Language from the Board-approved 2012 Truancy Policy	Reason for change
Truancy as a form of educational neglect is determined as 10 or more unexcused absences for all students ages 5-18.	Truancy as a form of educational neglect is determined as 10 or more unexcused absences (ages 5-13 for ES/MS students) or 25 or more unexcused absences (ages 14-17 for HS students).	New city-wide regulation on truancy
High schools must maintain a truancy rate at or below 25%; to lift a Notice of Concern, for the whole school population including previously truant students, the truancy rate for high schools cannot exceed 35%	Traditional local education agencies (LEAs) must maintain a truancy rate at or below 20% on a quarterly and annual basis	The truancy rate for high-school aged students (i.e., ages 14-18) has changed from 25 unexcused days to 10 unexcused days.
Officially designated alternative LEAs must maintain a truancy rate at or below 35%; to lift a Notice of Concern, for the whole school population including previously truant students, the truancy rate for alternative schools cannot exceed 45%	Officially designated alternative LEAs must maintain a truancy rate at or below 25% on a quarterly and annual basis.	The truancy rate for high-school aged students (i.e., ages 14-18) has changed from 25 unexcused days to 10 unexcused days. For schools designated as alternative, the SY 2013 end of year truancy rate was much higher than traditional schools (rate over 45% for all alternative schools).

Background

In 2008 the PCSB began implementation of the Attendance and Truancy Policy. Truancy rates were documented as the percentage of students with 15 or more *unexcused absences* during the academic year in Washington, D.C. The policy was revised in 2012 and renamed the PCSB Truancy Policy. Changes to the policy reflected new rules on the definition of truancy, in which truancy was defined as the percentage of students ages 5-13 who accrued 10 unexcused absences, and the percentage of students ages 14-17 who reached 25 or more unexcused absences. It was implemented as a pilot with no Notices of Concern being issued.

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input checked="" type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other	

PREPARED BY: Rashida Kennedy and Tim Harwood – Equity & Fidelity Team

SUBJECT: Revisions to the PCSB Attendance and Truancy Policy

DATE: November 19, 2012

Proposal/Request

PCSB staff requests the Board to approve revisions to the Attendance and Truancy Policy based on new local laws that require LEAs to report truant students ages 5 to 13 at 10 or more unexcused absences. These revisions would include the following provisions:

- Truancy is defined as the percentage of students with 10 or more unexcused absences (ages 5-13 for ES/MS students) or 25 or more unexcused absences (ages 14-17 for HS students).
- Traditional local education agencies (LEAs) must maintain a truancy rate at or below 20% on a quarterly and annual basis.
- Officially designated alternative LEAs must maintain a truancy rate at or below 25% on a quarterly and annual basis.
- Based on quarterly reports to the board, schools that do not meet these attendance and truancy requirements will receive Board action.
- Factors such as documented due diligence in the legally-required areas of school-parent communication, interventions, best practices, etc. may be taken into consideration at the discretion of the board.
- A Board notice of concern will be lifted based upon a designated percentage of improvement in attendance for students that have been defined as truant in the previous

quarter(s). (This designated percentage will be based upon baseline data of truancy rates from SY 2011-2012, and may be amended based upon attendance trends.)

- It is at the Board's discretion to determine whether a notice of concern will be lifted if a schools's truancy rate decreases only due to truant students being expelled.

Proposed language	Current language from the Board-approved 2008 Attendance and Truancy Policy	Reason for change
Truancy is defined as the percentage of students with 10 or more unexcused absences (ages 5-13 for ES/MS students) or 25 or more unexcused absences (ages 14-17 for HS students).	Truancy is defined as the percentage of students with 15 or more unexcused absences during the academic year in Washington D.C.	New city-wide definition of truancy
Traditional local education agencies (LEAs) must maintain a truancy rate at or below 20% on a quarterly and annual basis	Traditional local education agencies (LEAs) must maintain an attendance rate at or above 85% and a truancy rate at or below 20% on a quarterly and annual basis.	When this policy was first introduced, the PMF did not yet exist. Attendance rate was removed so schools would not be double-penalized for a low attendance rate on the PMF and with a Notice of Concern.
Officially designated alternative LEAs must maintain a truancy rate at or below 25% on a quarterly and annual basis.	Officially designated alternative LEAs must maintain an attendance rate of at or above 69% and a truancy rate at or below 25% on a quarterly and annual basis.	When this policy was first introduced, the PMF did not yet exist. Attendance rate was removed so schools would not be double-penalized for a low attendance rate on the PMF and with a Notice of Concern.
A Board notice of Concern will be lifted based upon a designated percentage of improvement in attendance for students that have been defined as truant in the previous quarter(s). (This designated percentage will be based upon baseline data of truancy rates from SY 2011-2012, and may be amended based upon attendance trends.)	There was no provision built into the policy that described how a Notice of Concern could be lifted. Notices were lifted when a school's truancy rate decreased to under the 20% threshold in the subsequent quarter.	The truancy rate is cumulative. Schools voiced concern over the inability to have a Notice of Concern lifted without actually increasing the number of students in the building.

Background

In 2008 the PCSB began implementation of the Attendance and Truancy Policy. Truancy was defined as defined as the percentage of students with 15 or more *unexcused absences* during the academic year in Washington, D.C. Schools submit attendance data based on the board-approved data submission policy on a weekly basis and must have at least 90% of their previous month's attendance data complete at all times.

Date: _____
PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected
Changes to the Original Proposal/Request: _____

<input type="checkbox"/>	Staff Proposal	<input type="checkbox"/>	School Request
<input type="checkbox"/>	Corrective Action	<input type="checkbox"/>	Enrollment Ceiling Increase
<input checked="" type="checkbox"/>	PCSB Policy	<input type="checkbox"/>	Change in LEA Status
		<input type="checkbox"/>	Lift Board Action
		<input type="checkbox"/>	Approve Accountability Plan
		<input type="checkbox"/>	Operate in a New Location
		<input type="checkbox"/>	Charter Amendment
		<input type="checkbox"/>	Approve E-Rate Plan

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

PREPARED BY: Robert V. Mayo, Ph.D. (Staff)

SUBJECT: Decision Memo for Attendance and Truancy Policy

DATE: August 8, 2008

BACKGROUND

In light of recent events and trends, attendance and truancy policy and procedural reform have been citywide imperatives culminating in: a) draft legislation outlining revised citywide truancy regulations (i.e., tracking, documented interventions, referrals, reporting, etc.) for all schools and b) a citywide multi-agency truancy reduction plan. Research has shown that there are strong correlations between high attendance and: higher measureable academic achievement, higher graduation rates, higher reenrollment rates, lower failure rates, lower drop-out rates, lower suspension/expulsion rates and decreased delinquency across all demographic groups.

Reliable local and national attendance data are difficult to find for a number of reasons. For the 2007-2008 academic year, the average attendance rate for all public charters was 92% (including both *excused* and *unexcused* absences). The PCSB Charter Review Framework states the school must attain the attendance targets set forth in its accountability plan. If the plan does not specifically address attendance rates, the school must meet the following targets:

	<u>DCPCSB Required Att. Rates</u>	<u>Actual '08-'09 Att. Rates</u>
Elementary Schools:	92%	93%
Middle/Jr. High Schools:	90%	93%
Senior High Schools:	87%	89%
Alternative Schools:	69%	90%

National truancy rates are said to *average* between 10%-15% according to recent studies on urban education. Last year, the overall truancy rate for DCPCSB schools was 19%

(defined as the percentage of students with 15 or more *unexcused absences* during the academic year in D.C.). The elementary school truancy rate was negatively affected by high rates at the K and 1st grade levels (each at 24%). The middle/junior high school rates were about average. The high school rates were relatively high across the four grade levels with 10th grade being particularly high at 30%.

Actual '08-'09 Truancy Rates (K-12)

Elementary Schools:	21%
Middle/Junior High Schools:	16%
High Schools:	25%
Alternative Schools:	32%

PROPOSAL

In light of all of the above, staff recommends that the Board establish a policy that will allow it to better: track, report, support and hold schools accountable for their respective attendance and truancy trends and related legally-required interventions. Specifically, staff recommends that:

- Traditional local education agencies (LEAs) must maintain an attendance rate at or above 85% and a truancy rate at or below 20% on a quarterly and annual basis.
- Officially designated alternative LEAs must maintain an attendance rate of at or above 69% and a truancy rate at or below 25% on a quarterly and annual basis.
- Based on quarterly reports to the board, schools that do not meet these attendance and truancy requirements will receive Board action.
- Factors such as documented due diligence in the legally-required areas of school-parent communication, interventions, best practices, etc. may be taken into consideration at the discretion of the board.
- PCSB staff will continue to provide truancy prevention technical assistance to schools

Date: _____ PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected Changes to the Original Proposal: _____ _____ _____ _____
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ATTENDANCE

PCSB UNIT OF RESPONSIBILITY: School Performance Team

REFERENCE

N/A	N/A
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PROCEDURE

Any school age child (exemptions include those who have earned a high school diploma and those that participate in home schooling) are required to attend school. Attendance reports will be pulled quarterly to identify those schools who failed to meet the 85% attendance threshold established by D.C. Public Charter School Board (PCSB). Using only the data for compulsory school-age children, the formula for calculating average daily attendance is:

$$\frac{\text{days present} + \text{days excused}}{\text{days enrolled}}$$

Student attendance is based upon the number of days the student is in attendance during the school year (with a year having a minimum of 180 instructional days, and at least 6 hours per day or the equivalent of 900 instructional hours).

Attendance must be tracked daily and uploaded weekly into ProActive. Records should be kept regarding excused absences including illness, death in the family, court hearing, religious holiday, suspension/expulsion, lack of transportation when D.C. is legally responsible, medical/dental appointments, or documented emergency and unexcused (those without a note documenting approved excusal or those who fall outside the list of excused absences) absences.

Those schools who fail to meet 85% quarterly attendance will be issued a Notice of Concern by the PCSB. Continued inability to meet the threshold will result in a Notice of Deficiency. The deadlines to ensure all attendance information is input and updated can be found in the Annual Calendar, *Attachment I*.

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

<input type="checkbox"/>	Staff Proposal	<input type="checkbox"/>	School Request
<input type="checkbox"/>	Corrective Action	<input type="checkbox"/>	Enrollment Ceiling Increase
<input checked="" type="checkbox"/>	PCSB Policy	<input type="checkbox"/>	Change in LEA Status
		<input type="checkbox"/>	Lift Board Action
		<input type="checkbox"/>	Approve Accountability Plan
		<input type="checkbox"/>	Operate in a New Location
		<input type="checkbox"/>	Charter Amendment
		<input type="checkbox"/>	Approve E-Rate Plan

PREPARED BY: Robert V. Mayo, Ph.D. (Staff); Ino Okoawo (Staff)

SUBJECT: Decision Memo for Attendance and Truancy Policy

DATE: August 8, 2008

BACKGROUND

In light of recent events and trends, attendance and truancy policy and procedural reform have been a city-wide imperative in recent months culminating in a) draft legislation outlining revised city-wide truancy regulations (i.e., tracking, documented interventions, referrals, reporting, etc.) for all schools and b) a multi-agency city-wide truancy reduction plan. Research has shown that there are strong correlations between high attendance and low truancy and: higher measurable academic achievement, higher graduation rates, higher reenrollment rates, lower failure rates, lower drop-out rates, lower suspension/expulsion rates across and decreased delinquency across all demographic groups.

Reliable local and national attendance data are difficult to find for a number of reasons. For the 2007-2008 academic year, the average attendance rate for all public charters was 92% (includes both *excused* and *unexcused* absences). The PCSB Charter Review Framework states the school must attain the attendance targets set forth in its accountability plan. If the plan does not specifically address attendance rates, the school must meet the following targets:

	<u>DCPCSB Required Att. Rates</u>	<u>Actual '08-'09 Att. Rates</u>
Elementary Schools:	92%	93%
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Alternative Schools:	69%	90%

National truancy rates are said to *average* between 10%-15% according to recent studies on urban education. Last year, the overall truancy rate for DCPCSB schools was 19% (defined as the percentage of students with 15 or more *unexcused absences* during the academic year in D.C.). The elementary school truancy rate was negatively affected by high rates at the K and 1st grade levels (each at 24%). The middle/junior high school rates were about average. The high school rates were relatively high across the four grade levels with 10th grade being particularly high at 30%.

Actual '08-'09 Truancy Rates (K-12)

Elementary Schools:	21%
Middle/Junior High Schools:	16%
High Schools:	25%
Alternative Schools:	32%

PROPOSAL

In light of all of the above, staff recommends that the Board establish a policy that will allow it to better: track, report, support and hold schools accountable for their respective attendance and truancy trends and related legally-required interventions. Specifically, staff recommends that:

- Traditional local education agencies (LEAs) must maintain an attendance rate at or above 85% and a truancy rate at or below 20% on a quarterly and annual basis.
- Officially designated alternative schools/LEAs must maintain an attendance rate of at or above 69% and a truancy rate at or below 25% on a quarterly and annual basis.
- Based on quarterly reports to the board, schools that do not meet these attendance and truancy requirements will receive Board action.
- Factors such as documented due diligence in the legally-required areas of school-parent communication, interventions, best practices, etc. may be taken into consideration at the discretion of the board.
- DCPCSB staff will continue to provide truancy prevention technical assistance to schools

Date: 8/18/08

PCSB Action: Approved _____ Approved with Changes _____ Rejected _____

Changes to the Original Proposal:



ATTENDANCE AND TRUANCY POLICY

PCSB Unit of Responsibility: School Performance Team

REFERENCE

Date Approved by the Board of Directors:	August 18, 2008
Date Last Amended:	N/A

PURPOSE

This policy is set forth to establish the attendance and truancy levels that D.C. public charter schools are expected to adhere to as set by the D.C. Public Charter School Board (PCSB).

POLICY

Traditional local education agencies (LEAs) must maintain an attendance rate at or above 85% and a truancy rate at or below 20% on a quarterly annual basis.

Officially designated alternative schools/LEAs must maintain an attendance rate of at or above 69% and a truancy rate at or below 25% on a quarterly and annual basis.

Based on quarterly reports to the PCSB, schools that do not meet these attendance and truancy requirements will receive Board action.

Factors such as documented due diligence in the legally-required areas of school-parent communication, interventions, best practices, etc. may be taken into consideration at the discretion of the board.

The PCSB staff will continue to provide truancy prevention technical assistance to schools.

PROCEDURE

Attendance

Any school age child (exemptions include those who have earned a high school diploma and those that participate in home schooling) are required to attend school. Attendance reports will be pulled quarterly to identify those schools who failed to meet the 85% attendance threshold established by PCSB. Using only the data for compulsory school-age children, the formula for calculating average daily attendance is:

$$\frac{\text{days present} + \text{days excused}}{\text{days enrolled}}$$

Student attendance is based upon the number of days the student is in attendance during the school year (with a year having a minimum of 180 instructional days, and at least 6 hours per day or the equivalent of 900 instructional hours).

Attendance must be tracked daily and uploaded weekly into ProActive. Records should be kept regarding excused absences including illness, death in the family, court hearing, religious holiday, suspension/expulsion, lack of transportation when D.C. is legally responsible, medical/dental appointments, or documented emergency and unexcused (those without a note documenting approved excusal or those who fall outside the list of excused absences) absences.

Disclaimer: This publication is designed to provide information only on the subject matter covered. It is distributed with the understanding that the publisher is not engaged in rendering legal, accounting or other professional services. Readers will be responsible for obtaining independent advise before acting on any information contained in or in connection with this book.

Section: ATTENDANCE AND TRUANCY POLICY - Last updated: September 30, 2011

ATTENDANCE AND TRUANCY POLICY

Those schools who fail to meet 85% quarterly attendance will be issued a Notice of Concern by the D.C. PCSB. Continued inability to meet the threshold will result in a Notice of Deficiency. The deadlines to ensure all attendance information is input and updated can be found in the Annual Calendar (*Attachment I*).

Truancy

The absence of any school-age child from any portion of the school day without a valid excuse is considered truancy. Schools must establish a policy for monitoring, reporting, addressing, and evaluating attendance that includes the following:

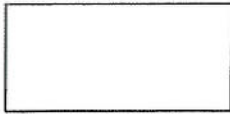
- A procedure for personal contact with parent/guardian for each unexcused absence
- A continuum meaningful supports, incentives, intervention strategies, and consequences for absenteeism
- A referral process whereby within two days of the accumulation of five or more unexcused absences within one marking period, a student shall be referred to a school-based student support team; this team shall review attendance and related issues, communicate and collaborate with parents, provide timely response to truant behavior, make recommendations for services, use resources to abate the truancy, develop an intervention plan
- At the point of ten or more unexcused absences, the school administration is required to develop an immediate intervention plan
- An appeals process, including due process, for petitioning any attendance violation decisions made by the LEA

Additionally, each LEA should develop a process to contact specific D.C. governmental agencies for the following situations:

- For those students between five and thirteen years of age, at the point of ten consecutive unexcused absences, Child and Family Services Agency shall be contacted within two school days
- For those students between five and thirteen years of age, at the point of twenty unexcused absences within one school year, Child and Family Services Agency shall be contacted within two school days
- For those students over the age of thirteen, at the point of twenty-five or more unexcused absences within one school year, the Court Social Services Division of the Superior Court of the District of Columbia and the Office of the Attorney General Juvenile Section should be contacted within two school days

Truancy rates (determined by the percentage of compulsory school-age students within a school campus with 15 or more unexcused absences) are calculated by the PCSB quarterly with the attendance pull from ProActive. Schools who have reached the 20% floor for truancy will be issued a Notice of Concern by the PCSB. Continued inability to reduce truancy below the 20% floor will result in a Notice of Deficiency.

EXHIBIT E



DISCIPLINE PLANS

PCSB UNIT OF RESPONSIBILITY: School Performance Team

REFERENCE

The D.C. School Reform Act of 1995	§38-1802.06 (g)
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PROCEDURE

The Discipline Plan is based on The D.C. School Reform Act of 1995 §38-1802.06 (g), on Expulsion and Suspension which states: The principal of a public charter school may expel or suspend a student from the school based on criteria set forth in the charter granted to the school.

A charter school can develop discipline codes different from District of Columbia Public Schools (DCPS). Some DCPS policies and practices may provide guidance and be appropriate for your school. Please refer to the D.C. Municipal Regulations, Chapter 25: Student Discipline while developing your school's policies.

While the D.C. Public Charter School Board (PCSB) does not dictate the specific course of action in school discipline plans, it is suggested that every charter school's discipline plan reflect the mission and philosophy of the school and each plan contain the following information:

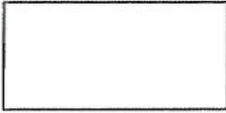
- Parent's Rights and Responsibilities
- Student's Rights and Responsibilities
- Staff's Rights and Responsibilities

Be sure that the plan includes:

- A clear explanation of infractions
- Clear statements of what specific acts are not tolerated in the school
- Clearly outlined basis for suspensions and expulsions
- A clear outline of due process procedures and an appeal process
- Provisions to ensure that all rules are enforceable and applied consistently by all staff
- Tiered consequences for infractions
- Consequences, interventions and rewards for behavior

Special Education Requirements:

- All IDEA guidelines must be followed



DISCIPLINE PLANS

Information to be reported:

All expulsions or suspensions over five days must be reported to the PCSB as soon as possible. In addition a report of all suspensions should be submitted monthly. In addition, all “serious incidents” should be reported as soon as possible. “Serious Incidents” can be defined as the following:

- Sexual assault
- Theft/robbery assault/battery
- Fire (Arson or accidental)
- Threat/intimidation
- Weapon use/possession
- Drug use/possession
- Alcohol use/possession
- Trespassing
- Sexual harassment
- Explosive use/possession/or threat of its use
- Any other serious incident that school officials determine should be reported to the Board.

Tips and Reminders when creating a School Discipline Plan

- Student transfers to DCPS or other charter schools are not a viable alternative to taking disciplinary action against a student for violating your school’s discipline policies.
- A transfer cannot be negotiated in lieu of a long-term suspension or expulsion on record.
- The School Principal is responsible for ensuring that due process procedures are followed by all appropriate staff personnel.
- Each school should have impartial members, i.e. hearing officer, to oversee discipline hearings.
- Discipline Plans should be approved by the school’s Board of Directors.

Beginning school year 2011, discipline reports will be submitted by schools to the PCSB through the ProActive Data Management System. (See *Data Collection, Section 3.2 c*).

EXHIBIT F

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Staff Proposal	School Request
<input type="checkbox"/> Charter Application Approval (Full)	<input type="checkbox"/> Enrollment Ceiling Increase
<input type="checkbox"/> Charter Application Approval (Conditional)	<input type="checkbox"/> Change in LEA Status
<input type="checkbox"/> Charter Application Denial	<input type="checkbox"/> Lift Board Action
<input type="checkbox"/> Charter Continuance	<input type="checkbox"/> Approve Accountability Plan
<input type="checkbox"/> Proposed Revocation	<input type="checkbox"/> Operate in a New Location
<input type="checkbox"/> Revocation	<input type="checkbox"/> Charter Amendment
<input type="checkbox"/> Lift Board Action	<input type="checkbox"/> Approve E-Rate Plan
<input type="checkbox"/> Board Action, Charter Warning	
<input type="checkbox"/> Board Action, Notice of Concern	
<input type="checkbox"/> Board Action, Notice of Deficiency	
<input type="checkbox"/> Board Action, Notice of Probation	
<input type="checkbox"/> Proposed Revisions to PCSB Existing Policy	
<input type="checkbox"/> New PCSB Policy—Open for Public Comment	
<input checked="" type="checkbox"/> New PCSB Policy—Vote	
<input type="checkbox"/> Other	

PREPARED BY: Rashida Kennedy – Equity & Fidelity Team

SUBJECT: Discipline and Attendance Audit Policy

DATE: December 17, 2012

Proposal/Request

PCSB Staff request that the Board vote to accept the proposed Discipline and Attendance Audit Policy. The Board voted to open the proposed policy for public comment on November 19, 2012. During the 28-day public comment period, PCSB received four submissions of public comments (attached to this proposal). This proposal contains a final version of the policy; any changes from the original policy that were included in response to public comment are found in red text. This policy will determine flags that could trigger audits of submitted data. The following cases **could** trigger such audits:

- Data discrepancies in ProActive (all grades)
- Between 0-3% discipline incidences in grades 6-12
- Under 80%, or 100% in-seat attendance rates (all grade spans that have regular Monday through Friday daytime classes)

PCSB staff will take these triggers into consideration when determining if an audit should be conducted. If a trigger does apply to a school, other factors may also be considered, such as whether or not the school has received recent data submission warning notices. In addition, PCSB staff will conduct random audits of discipline and attendance data throughout the school year to ensure data quality.

These audits **could** include the following:

- Comparison of attendance and discipline data between a school's student information system and data in ProActive
- In person audit of a school's attendance and discipline data entry process
- Accurate review of paper documents (if applicable)
- Interviews with a school's data manager or other persons responsible for student data
- Site review

Background

The School Reform Act of 1996, as amended, requires in section § 38-1802.11.(a)(1)(C) – that an eligible chartering authority shall monitor the progress of each such school in meeting student academic achievement expectations specified in the charter granted to such school.

In order to monitor schools' academic achievement, the PCSB collects data electronically via our data collection system, ProActive, Epicenter, encrypted files, or other secure methods. As stated in the PCSB Data Submission Policy (May 2012), PCSB staff may conduct on-site data validation visits at any time throughout a school year. Therefore, PCSB expects schools to maintain documentation in paper and/or electronic format pertaining to attendance, enrollment, and discipline.

Date: _____
PCSB Action: _____ Approved _____ Approved with Changes _____ Rejected
Changes to the Original Proposal/Request: _____



OFFICE OF GENERAL COUNSEL

COMPLETE ALL SECTIONS OF THIS FORM - AN INCOMPLETE FORM WILL BE RETURNED AND WILL DELAY REVIEW OF YOUR DOCUMENT.

Requestor's Name/Title: Robyn Ellis, Director of College Readiness and Community Outreach
Department: Academic Affairs, CARE Program School/College?Division UDC Community College
Phone#: 202-274-5123 E-mail: robyn.ellis@udc.edu
Date Requested: 08/08/2014 Date Due*: 08/15/2014 8/22/2014
Title of Agreement: Educational Data Access and Use Agreement between DC Public Charter School Board and UDC-CC
Contracting Party:

To facilitate legal and technical sufficiency review, all University employees are advised to review the University's Contract Administration and Review Guidelines and are advised of the following approval flow procedures. Depending upon the nature and scope of the agreement, other departments may need to be involved or contacted. It is the obligation of the requesting department to obtain the appropriate approvals prior to submission to the Office of the General Counsel. Use this form only for MOU, MOA, affiliation, partnership, inter/intra agency and other academic agreements.

Submit only the final and unsigned version of the agreement with this completed form to Smruti Radkar (Assistant General Counsel), Administration Building (39-Third Floor, 301Q) or electronically to sradkar@udc.edu for review. *Permit at least five (5) days for review.

- 1. Identify the UDC Signatory: (UDC official who will execute the agreement): Dr. Rachel M. Petty
2. UDC Staff Member responsible for monitoring the agreement: Dr. Calvin Woodland
ONCE EXECUTED YOU ARE REQUESTED TO RETURN A COPY OF THE AGREEMENT (CONTAINING ALL REQUIRED SIGNATURES) TO OGC WITHIN 5 DAYS OF EXECUTION.
3. Origin of Agreement: [] University dept. [] Other DC Public Charter School Board and UDC-CC
4. If there is an intra-District advance requirement, has that been pre-approved by the OCFO?
[] Yes. OCFO Signature (Required) [] No. [] Not applicable
5. OSP or CC Office of Academic Affairs Signature [] Not applicable**
6. IT Requirement Signature [] Not applicable**
7. Communication/Marketing Requirement Signature [] Not applicable**
8. Facility Related Requirement Signature [] Not applicable**
9. Risk Management (Insurance) Signature [] Not applicable**

**Please note that if OGC determines that another department or office needs to be consulted or made aware of any provision contained in the agreement, your document will be returned to you without review or approval and the process will need to start again.

Department Head _____ Date _____

Stamp area containing 'RECEIVED' and 'DATE RECEIVED' with handwritten signatures and dates.



1. Explanations of items from page 1. Add continuation page if needed

2. Faculty release time: Provide the names and departments of any faculty members for whom release time is requested. Indicate the amount of release time per academic year. List the amount of funds (\$) requested in this grant for release (salary and benefits) for the first year and the total grant.

FACULTY MEMBER'S NAME	DEPT	Release/YR	\$ Requested for release salary yr 1	\$ Requested for release benefits yr 1	\$ Requested for release salary total	\$ Requested for release benefits total
N/A						

If more than four faculty are involved, please check here and include a continuation page.

As Department Chair/Dean, I approve the proposed release, and agree to support any committed release not funded through the grant, using resources of my department/school/college.

Department _____	Chairperson: _____	Signature _____	Date _____
Department _____	Chairperson: _____	Signature _____	Date _____
Department _____	Chairperson: _____	Signature _____	Date _____
Department _____	Chairperson: _____	Signature _____	Date _____
College/School _____	Dean/CEO _____	Signature _____	Date _____
College/School _____	Dean/CEO _____	Signature _____	Date _____
College/School _____	Dean/CEO _____	Signature _____	Date _____

3. Complete this section, if in-kind or cash matching is requested:

Is matching required by the sponsor? Yes No If yes, how much is required? _____

How do you know? No funds attached to this agreement _____

How much cash match is requested? NA From what budget(s) will the match be provided? NA

Approval of person responsible for the budget? Name: _____ Signature _____

How much in-kind match is requested (describe) None / NA

Availability and commitment of in-kind and cash match has been verified.

Provost/VP of Academic Affairs: _____ Date: _____

4. If "Yes" to Question 10, please describe outyear commitment and plan to fulfill it.

**EDUCATIONAL DATA ACCESS AND USE AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

AND

University of the District of Columbia/Community College AS AUTHORIZED REPRESENTATIVES

This **EDUCATIONAL DATA ACCESS AND USE AGREEMENT** (hereinafter "Agreement") is entered into between the **DISTRICT OF COLUMBIA, PUBLIC CHARTER SCHOOL BOARD** (hereinafter "PCSB") and **University of the District of Columbia/Community College** (hereinafter "**UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE**" or "**UDC-CC**"), collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, PCSB is the authorizer for public charter schools in the District of Columbia;

WHEREAS, PCSB, as the authorizer, produces a detailed annual performance report for each public charter school it oversees, which shows a school's performance on the Performance Management Framework ("PMF");

WHEREAS, PCSB plans to revise the High School PMF to include dual enrollment as an indicator, and in so doing will need data on students who are dually enrolled in a public charter school and the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE;

WHEREAS, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE is a College Access Provider providing services to students of District of Columbia public charter schools;

WHEREAS, the UNIVERISTY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE collects student data necessary for PCSB to calculate the dual enrollment indicator; and

WHEREAS, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE has agreed to share the data elements defined in section 4.1 with PCSB in order for PCSB to calculate the dual enrollment indicator;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. Definitions.

1.1. Unless otherwise defined in this Agreement, all terms shall have the meaning ascribed to such terms by the Family Educational and Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968)], as codified at 20 U.S.C. § 20-1232g], the U.S. Department of Education's implementing regulations [34 C.F.R. § 99 et seq.], and the Omnibus Act.

1.2. As used in this Agreement, the following terms shall have the meanings ascribed:

1.2.1. Performance Management Framework ("PMF") means the annual school

performance report metrics that allow the Board to evaluate elementary, middle, and high school performance at public charter schools across common measures.

1.2.2 "Dual enrollment" means a student who is primarily enrolled in a District of Columbia public charter school, but is also receiving credit for courses taken at the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE.

1.2.3 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.2.4 The term "Technical Data," as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

1.2.5 The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

1.2.6 The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

2. Purpose. The purpose of this Agreement is to facilitate the exchange of data from educational records of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE that is necessary for PCSB to calculate the dual enrollment indicator of the high school PMF, which is used to evaluate the high school programs of public charter schools.

3. Designation as Authorized Representative. PCSB hereby designates UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE as its authorized representative to carry out data collection activities related to the calculation of the dual enrollment indicator in the high school PMF as described in Section 2 of this agreement.

4. Data Disclosure.

4.1. Through a secure method, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall disclose to PCSB the following data about UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and the students who are dually enrolled in the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and a public charter school:

- 4.1.1. Student's last name (Last).**
- 4.1.2. Student's first name (First).**
- 4.1.3. Student's middle initial (Initial).**
- 4.1.4. Student's date of birth (DOB).**
- 4.1.5. Term of Enrollment (Term).**
- 4.1.6. Student's University of the District of Columbia/Community College Identification Number (ID#).**
- 4.1.7. Public Charter School Student Attends (PCS).**
- 4.1.8. Number Credits Student Earned Per Class (Credits).**
- 4.1.9. Course Title (Class Name).**
- 4.1.10. Course Number (Number).**
- 4.1.11. Date range of the course.**
- 4.1.12. Schedule Type of the course.**
- 4.1.13. Instruction Method of the course.**
- 4.1.14. Scheduled meeting dates of the course.**
- 4.1.15. Meeting location of the course.**
- 4.1.16. Course instructor.**
- 4.1.17. Final Grade per Class (Final).**

4.2. PCSB shall use the data provided by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE pursuant to Section 4.1 of this Agreement to match students served by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE with students attending a public charter school and to calculate the dual enrollment indicator of the high school PMF for these students. If PCSB is unable to match a student served by UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE with a student attending a public charter school, PCSB shall provide written notice to UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE through a secure method. Such notice shall identify the students who could not be matched to a student attending a public charter school, recommend additional data elements that could assist PCSB with performing the match, and establish a reasonable timeframe for UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to provide the additional data.

4.3. Through a secure method, PCSB shall provide to UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE the following data elements, if available, for each student receiving services from UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE that PCSB was able to match to a student attending a public charter school:

- 4.3.1. Student's last name (Last).**
- 4.3.2. Student's first name (First).**
- 4.3.3. Student's middle initial (Initial).**
- 4.3.4. Student's date of birth (DOB).**
- 4.3.5. Academic year (AY).**

- 4.3.6. Public Charter School Attending (PCS).
- 4.3.7. Public Charter School ID.
- 4.3.8. Unique Student Identifier (USI).

4.4. Ownership of Data. Both Parties understand that this agreement does not convey ownership of data to either entity.

5. Timeframes for Data Disclosure.

5.1. Unless otherwise agreed to by the parties, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall provide to PCSB the data described in Section 4.1 not later than 30 days after the close of each semester.

5.2. PCSB shall provide to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE the data described in Section 4.3 within a reasonable period of time, but no later than 30 days, after receipt of data necessary to identify students attending public charter schools.

6. Limitations on Use, Access, and Disclosure of Data.

6.1. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall not use the data received from PCSB for any purpose other than the activities identified in Sections 2 and 3 of this Agreement.

6.2. Without the prior written consent of PCSB, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall not re-disclose personally-identifiable student data received from PCSB to any other person or entity, except for those employees of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE who are authorized by the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to perform the functions described in this Agreement on its behalf.

6.3. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall, as an authorized representative of PCSB, take all necessary precautions to preserve the confidentiality of all personally-identifiable information of students, as well as information about parents.

6.4. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE will promptly respond to PCSB's requests for any information, reports, or other assurances of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's on-going compliance with this Agreement.

6.5. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE is authorized to publish data disclosed to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE by PCSB in aggregate form, after all personally-identifiable student information has been removed and/or de-identified. Prior to publicizing aggregate reports based on data received from PCSB, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall provide a copy of such aggregate report to PCSB. Upon receipt of an aggregate report from the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE, PCSB shall have ten (10) business days to review the aggregate report for compliance with this Agreement. If PCSB determines that the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's

aggregate report contains personally-identifiable student information, PCSB shall notify the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE in writing about the potential breach.

7. Destruction of Data.

7.1. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall destroy all data received from PCSB pursuant to this Agreement when the data is no longer needed for the activities identified in paragraph 2 or five years after the data has been received, whichever occurs first.

7.2. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall confirm in writing to PCSB its compliance with the terms of paragraph 7.1 within five (5) business days of destroying the data.

7.3. Nothing in this agreement shall be construed to require the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE to destroy duplicative data or records that the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE has legitimately received from a source other than PCSB.

8. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia.

9. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not impair the validity of any other provisions. Any provision of this Agreement determined by a court of competent jurisdiction to be unenforceable will be deemed severable, and the Agreement may be enforced with that provision severed or as modified by the court.

10. Modification. The terms and conditions of this Agreement may be modified only by prior agreement of the Parties. Such modification must be executed in writing and be signed by the duly authorized signatories of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE and PCSB. However, amendments to the PCSB High School PMF Guidelines by PCSB shall not be subject to the prior approval or consent of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE. Amendments to the PCSB High School PMF Guidelines shall become effective for the purposes of this Agreement beginning on the fifth (5th) business day after PCSB provides notice to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE of such amendments.

11. Breach. In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE shall notify PCSB of the breach within two (2) business days of the date on which the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE becomes aware of the breach. PCSB may take any actions authorized it by law to remediate the breach, including, without limitation, termination of this Agreement and exclusion of the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE from future access to educational data.

12. Termination. Either of the Parties may terminate this Agreement prior to its expiration.

PCSB may terminate this Agreement by providing 30-day advance written notice to the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE may terminate this Agreement by providing 30-day advance written notice to PCSB, which notice must include the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE's certification that the data has been destroyed pursuant to paragraph 7 of this Agreement. Termination by the UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE prior to the expiration of this Agreement will not be effective until the data has been destroyed pursuant to paragraph 7.

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

14. Authority.

14.1. PCSB warrants that it is the authorizer for public charter schools in the District of Columbia and is authorized to enter into data sharing agreements with college providers of public charter school students.

14.2. The UNIVERSITY OF THE DISTRICT OF COLUMBIA/COMMUNITY COLLEGE warrants that it is an organization in good standing, including as appropriate a corporation in good standing under the laws of and has its principal place of business in Washington, DC, that execution of this Agreement is within its corporate powers, and that all necessary approvals have been obtained prior to execution of this Agreement.

15. Effective Date. This Agreement becomes effective as of the date on which all duly authorized individuals have signed the Agreement.

16. Duration.

This Agreement shall automatically renew annually unless terminated by either party.

17. Notice. Notices required herein shall be deemed to have been given and received, (i) three (3) business days after having been sent to the appropriate party listed below, by regular and certified mail; (ii) one (1) business day after having been sent by a nationally recognized overnight courier service; (iii) on the date of delivery if by personal delivery; or (iv) on the date of email transmission, provided that any such transmission is made before 5:00 p.m. on a business day (and otherwise, on the next business day). The below addresses may be changed by written notice to the appropriate party.

NOTICE TO PCSB:

3333 14th St., NW, Suite 210 Floor Washington, D.C. 20010

Attn: Sareeta Schmitt

Email: sschmitt@dcpcsb.org

NOTICE TO UNIVERSITY OF THE DISTRICT OF COLUMBIA COMMUNITY COLLEGE:

801 North Capitol Street, NE Washington, DC 20002

Attn: Robyn Ellis

Email: robyn.ellis@udc.edu

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized individuals.

PCSB

By:  _____ Scott Pearson, Executive Director of PCSB

Date: 9/19/14

University of the District of Columbia/Community College

By:  _____ Dr. Calvin Woodland, Interim CEO of UDC-CC

Date: 9/16/14

University of the District of Columbia

By:  _____ Dr. Rachel Petty, Interim Provost, UDC

Date: 9/15/2014

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

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the DC Public Charter School Board (“PCSB”), 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. PCSB is the sole authorizer of charter schools in the District of Columbia and is responsible for authorizing the creation of new public charter schools, monitoring the academic progress and fiscal stability of public charter schools, and closing public charter schools that do not perform academically, fiscally, or both.
- 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 PCSB have a common interest in the return and recovery of the District during the coronavirus pandemic (COVID-19) and in ensuring that schools and system leaders have the supports that they need to support a safe return and accelerated recovery within their school buildings.
- B. Therefore, it is the joint goal of the Parties to make executive coaching available to charter school and system leaders as well as their leadership teams. Over the last two years, these leaders have been responsible for managing the complex and dynamic response of their schools and school systems to the COVID-19 pandemic. They have taken on unprecedented and expanded responsibilities in order to help keep their students and staff safe, maintain operations in school buildings, manage in-person and distance learning simultaneously, accelerate student learning, and support the equally unprecedented mental and behavioral health needs of their students during this trying time. Such an experience can be exhausting and lonely.

Thus, both Parties desire to support these leaders with executive coaching to help them navigate these challenges, manage their own stress, and build their leadership and management skills.

- C. Authorized by the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, the U.S. Department of Education awarded grants funded through the Elementary and Secondary School Emergency Relief Fund (ESSER II) to enable State Education Agencies (SEAs) to address emergency needs resulting from the COVID-19 pandemic as determined by an SEA. (Details of the funding are provided in Appendix B of this MOU.)

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 313 of CRRSA Public Law 116-260, enacted on December 27, 2020.

V. EFFECTIVE DATE AND DURATION OF THE MOU

- A. This MOU shall be effective on March 1, 2022, or as soon as the MOU is signed, 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, pending funding availability. Such extensions, if exercised, shall be agreed to in writing, by the Parties, on or before September 30, 2022 and 2023, respectively. All ESSER II funds must be expended by September 30, 2023. If the final option year is used, a new source of funds will need to be identified.

VI. SCOPE OF SERVICES

A. RESPONSIBILITIES OF PCSB

PCSB or its designee shall:

1. Provide one-on-one executive coaching supports to charter school and charter (local education agency) LEA leaders to support the leadership development and growth of each leader while also supporting their wellbeing.
2. Provide coaching sessions that meet the following criteria:
 - Coaching sessions are one-on-one.
 - Coaching sessions are led by professionally trained coaches.
 - Leaders receive one-on-one coaching from a single coach over a continuous time frame.

- Coaching sessions are a minimum of 30 minutes and occur at least once per month.
 - Coaching goals and measures of accountability are established at the start of each coaching relationship, and progress is assessed throughout.
3. Hold the one-on-one coaching sessions only to charter school and LEA executive leaders (e.g. Principals and System CEOs/Executive Directors) and other senior leaders who report directly to the school and LEA executive leaders (e.g. Chief Academic Officer, Chief Operating Officer).
 4. Hold coaching sessions that meet the criteria above in subparagraph 2 and 3 of Section VI.A to no fewer than 50 leaders.
 5. Submit all deliverables and reports to OSSE on a timely basis. See Appendix A for a complete description of these deliverables and reports with due dates.
 6. Maintain programmatic and financial documentation of the services provided for five (5) years after the completion of the program.
 7. If PCSB determines appropriate, provide 1) group coaching sessions; 2) supplemental wellbeing supports, such as access to meditation resources; and/or 3) diagnostic assessments. All such resources must complement the experience of the one-on-one coaching sessions. Any of these supplemental resources must be included in the overview of coaching model deliverable submitted to OSSE and their link to goals of the one-on-one sessions should be clearly described (see Appendix A for details).

B. RESPONSIBILITIES OF OSSE

OSSE shall:

1. Transfer funds to PCSB 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. Monitor the quarterly progress reports from PCSB, and hold a mid-point and final reflection meetings to review the project's progress and final outcomes with PCSB and any relevant partners. See Appendix A for a chart of the deliverables and reports required along with their due dates.

VII. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed two hundred fifty thousand dollars (\$250,000.00). Funding for services shall not exceed the actual cost of the services.

B. PAYMENT

1. No earlier than March 1, 2022, OSSE shall make an intra-District advance to PCSB in the total amount of two hundred fifty thousand dollars (\$250,000.00) for the services to be provided by PCSB under this MOU beginning no earlier than March 1, 2022.
2. PCSB shall relieve the advance only for those services provided pursuant to the terms of this MOU.
3. PCSB shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2022 if PCSB 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. PCSB 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 PCSB 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 PCSB at the beginning of Fiscal Year 2023 in the amount of the Fiscal Year 2022 Unspent Funds that do remain appropriated and available.
 - b) PCSB shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2023 if PCSB 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. PCSB 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 PCSB 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 PCSB at the beginning of Fiscal Year 2024 in the amount of the Fiscal Year 2023 Unspent Funds that do remain appropriated and available.
 - b) PCSB 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. PCSB 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 quarter, PCSB shall submit to OSSE a report listing each expenditure made from the advanced funds during the quarter using a standard template provided by OSSE. 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 PCSB 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. PCSB shall be subject to scheduled 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. PCSB shall comply with requests from OSSE for information and documents, excluding any and all information and documents that would violate PCSB's confidentiality limitations provided in D.C. Code § 38-355, to evaluate the impact of the services described in this MOU 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.
- D. ESSER II funds transferred under this MOU are subject to the terms, conditions, and provisions of CRRSA, the General Education Provisions Act (P.L. 103-382), as amended, the Educational General Administrative Regulations (EDGAR) in 34 CFR Parts 76, 77, 81, 82, and 99, 2 CFR Parts 180 and 3485, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Parts 200 and 3474.

XI. RECORDS AND REPORTS

PCSB 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:

PCSB:

Dr. Michelle J. Walker-Davis
Executive Director
DC Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
Phone: 202.328.2660
Email: mwalkerdavis@dpcsb.org

OSSE:

Sarah Martin
Senior Advisor for Recovery, OSSE
(202) 716-8704
Sarah.Martin@dc.gov

XIV. PROCUREMENT PRACTICES REFORM ACT

If PCSB 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 PCSB 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 PCSB 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:

PUBLIC CHARTER SCHOOL BOARD:



Dr. Michelle Walker-Davis, Executive Director

05/13/2022
Date

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



Christina Grant, State Superintendent

04/27/2022
Date

APPENDIX A

Timeline of Deliverables and Reports

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.

Deliverables/Reports	Format/Method of Delivery	Due Date
Spend Plan for FY22&23	Standard template provided by OSSE	1 month following execution of the MOU
Overview of Coaching Model	Word document or power point	1 month following execution of the MOU
Quarterly Financial Report	Standard template provided by OSSE	25 calendar days following the end of each quarter, beginning in July 2022 for Q3 (March-June 2022)
Quarterly Progress Report	Standard one-page template provided by OSSE, including 3-5 mutually agreed upon metrics for measuring outputs and outcomes	25 calendar days following the end of each quarter, beginning in July 2022 for Q3 (March-June 2022)
Summary Findings from Participant Survey	Power point document	No later than July 30, 2023

APPENDIX C

Grant Number	Grant Title	Fiscal Year	Period Available	Estimated Reimbursement Amount	Reimbursement Status	Grant Type
B3SERF	Coronavirus Response and Relief Supplemental Appropriations Act Elementary and Secondary School Emergency Relief Fund - (ESSER II-CRRSA)	FY 2022 through FY 2024	March 1, 2022 – Sept. 30, 2023	\$250,000.00	Preliminary	Federal Reimbursement

**OPTION YEAR ONE (1) EXERCISE AND MODIFICATION NO.1
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD
AND
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

This Option Year Exercise and Modification No. 1 (“Modification Agreement”) is entered into between the District of Columbia Public Charter School Board (“PCSB”) and the Office of the State Superintendent of Education (“OSSE), collectively referred to herein as the “Parties” and each individually referred to herein as a “Party”, in furtherance of a Memorandum of Understanding (“MOU”), as further described below, executed between the Parties on or about May 13, 2022. The Parties now desire to extend and modify the MOU through this Modification Agreement, as further set forth herein.

I. PARTIES.

PCSB is the sole authorizer of charter schools in the District of Columbia and is responsible for authorizing the creation of new public charter schools, monitoring the academic progress and fiscal stability of public charter schools, and closing public charter schools that do not perform academically, fiscally, or both, and OSSE, entered into a MOU, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, to make executive coaching available to charter school and system leaders as well as their leadership teams. OSSE and PCSB may be referred to hereinafter individually as a “Party” or collectively as “Parties.”

The Parties now desire to exercise an additional option year and to enter into this Modification Agreement for the services enumerated in the MOU.

II. OPTION YEAR EXERCISE

In accordance with Section V of the MOU, the Parties seek to memorialize the exercise of Option Year 1.

The Parties mutually agree to amend **Section V, Effective Date and Duration of the MOU**, to read as follows:

- A. This MOU shall be effective on the date that both Parties have signed the MOU, and shall remain in effect through September 30, 2023, 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 one (1) one-year option period. Such an extension, if exercised, shall be agreed to in writing, by the Parties, on or before September 30, 2023.

II. MODIFICATION.

Pursuant to **Section VII, Funding Provisions** of the MOU, the Parties mutually agree to the following:

A. Section VII.B, PAYMENT, is deleted in its entirety and replaced with the following to read as follows:

1. No earlier than March 1, 2022, OSSE shall make an intra-District advance to PCSB in the total amount of two hundred fifty thousand dollars (\$250,000.00) for the services to be provided by PCSB under this MOU beginning no earlier than March 1, 2022.
2. PCSB shall relieve the advance only for those services provided pursuant to the terms of this MOU.
3. PCSB shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2022 if PCSB has reason to believe that the entire advance will not be billed during Fiscal Year 2022.
4. If the Parties exercise the first option to extend this MOU under Section V.B. of this MOU:
 - a. PCSB shall notify OSSE within one hundred twenty (120) days before the end of Fiscal Year 2023 if PCSB has reason to believe that the entire advance will not be billed during Fiscal Year 2023.
 - b. 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. PCSB shall notify OSSE of the final amount of unspent funds within ten (10) days after the end of Fiscal Year 2023 and 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 PCSB of new funds that are appropriated and available for the services described in this MOU.
 - b. PCSB shall notify OSSE within one hundred twenty (120) days before the end of Fiscal Year 2024 if PCSB has reason to believe that the entire 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 (“Fiscal Year 2023 Unspent Funds”) shall be returned to OSSE. PCSB shall notify OSSE of the final amount of unspent funds within ten (10) days after the end of Fiscal Year 2024 and shall return any unspent advance to OSSE within thirty (30) days after the end of Fiscal Year 2024.

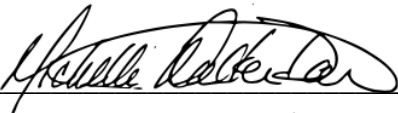
6. Within twenty-five (25) calendar days after the end of each quarter, PCSB shall submit to OSSE a report listing each expenditure made from the advanced funds during the quarter using a standard template provided by OSSE. The report shall include the following information for each listed expenditure: the dollar amount of the expenditure, the purpose for which the expenditure was made, and the reimbursement category to which the expenditure was charged.
7. PCSB will update the existing FY23 spend plan for this project at least twice to account for actual spending (in the expenditure reports for March 2023 and June 2023).

IV. INCORPORATION.

Upon the full execution of this Modification Agreement, the above-noted modifications will become incorporated into the MOU, and all remaining terms and conditions of the MOU shall remain in force and effect.

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

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD:



Dr. Michelle Walker-Davis, Executive Director

_____ 9-21-22 _____ .

Date

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



Dr. Christina Grant, State Superintendent

_____ 09/29/2022 _____

Date

EXHIBIT A: ORIGINAL MOU

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

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the DC Public Charter School Board (“PCSB”), 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. PCSB is the sole authorizer of charter schools in the District of Columbia and is responsible for authorizing the creation of new public charter schools, monitoring the academic progress and fiscal stability of public charter schools, and closing public charter schools that do not perform academically, fiscally, or both.
- 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 PCSB have a common interest in the return and recovery of the District during the coronavirus pandemic (COVID-19) and in ensuring that schools and system leaders have the supports that they need to support a safe return and accelerated recovery within their school buildings.
- B. Therefore, it is the joint goal of the Parties to make executive coaching available to charter school and system leaders as well as their leadership teams. Over the last two years, these leaders have been responsible for managing the complex and dynamic response of their schools and school systems to the COVID-19 pandemic. They have taken on unprecedented and expanded responsibilities in order to help keep their students and staff safe, maintain operations in school buildings, manage in-person and distance learning simultaneously, accelerate student learning, and support the equally unprecedented mental and behavioral health needs of their students during this trying time. Such an experience can be exhausting and lonely.

Thus, both Parties desire to support these leaders with executive coaching to help them navigate these challenges, manage their own stress, and build their leadership and management skills.

- C. Authorized by the Coronavirus Response and Relief Supplemental Appropriations Act, 2021, the U.S. Department of Education awarded grants funded through the Elementary and Secondary School Emergency Relief Fund (ESSER II) to enable State Education Agencies (SEAs) to address emergency needs resulting from the COVID-19 pandemic as determined by an SEA. (Details of the funding are provided in Appendix B of this MOU.)

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 313 of CRRSA Public Law 116-260, enacted on December 27, 2020.

V. EFFECTIVE DATE AND DURATION OF THE MOU

- A. This MOU shall be effective on March 1, 2022, or as soon as the MOU is signed, 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, pending funding availability. Such extensions, if exercised, shall be agreed to in writing, by the Parties, on or before September 30, 2022 and 2023, respectively. All ESSER II funds must be expended by September 30, 2023. If the final option year is used, a new source of funds will need to be identified.

VI. SCOPE OF SERVICES

A. RESPONSIBILITIES OF PCSB

PCSB or its designee shall:

1. Provide one-on-one executive coaching supports to charter school and charter (local education agency) LEA leaders to support the leadership development and growth of each leader while also supporting their wellbeing.
2. Provide coaching sessions that meet the following criteria:
 - Coaching sessions are one-on-one.
 - Coaching sessions are led by professionally trained coaches.

- Leaders receive one-on-one coaching from a single coach over a continuous time frame.
 - Coaching sessions are a minimum of 30 minutes and occur at least once per month.
 - Coaching goals and measures of accountability are established at the start of each coaching relationship, and progress is assessed throughout.
3. Hold the one-on-one coaching sessions only to charter school and LEA executive leaders (e.g. Principals and System CEOs/Executive Directors) and other senior leaders who report directly to the school and LEA executive leaders (e.g. Chief Academic Officer, Chief Operating Officer).
 4. Hold coaching sessions that meet the criteria above in subparagraph 2 and 3 of Section VI.A to no fewer than 50 leaders.
 5. Submit all deliverables and reports to OSSE on a timely basis. See Appendix A for a complete description of these deliverables and reports with due dates.
 6. Maintain programmatic and financial documentation of the services provided for five (5) years after the completion of the program.
 7. If PCSB determines appropriate, provide 1) group coaching sessions; 2) supplemental wellbeing supports, such as access to meditation resources; and/or 3) diagnostic assessments. All such resources must complement the experience of the one-on-one coaching sessions. Any of these supplemental resources must be included in the overview of coaching model deliverable submitted to OSSE and their link to goals of the one-on-one sessions should be clearly described (see Appendix A for details).

B. RESPONSIBILITIES OF OSSE

OSSE shall:

1. Transfer funds to PCSB 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. Monitor the quarterly progress reports from PCSB, and hold a mid-point and final reflection meetings to review the project's progress and final outcomes with PCSB and any relevant partners. See Appendix A for a chart of the deliverables and reports required along with their due dates.

VII. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost for services under this MOU shall not exceed two hundred fifty thousand dollars (\$250,000.00). Funding for services shall not exceed the actual cost of the services.

B. PAYMENT

1. No earlier than March 1, 2022, OSSE shall make an intra-District advance to PCSB in the total amount of two hundred fifty thousand dollars (\$250,000.00) for the services to be provided by PCSB under this MOU beginning no earlier than March 1, 2022.
2. PCSB shall relieve the advance only for those services provided pursuant to the terms of this MOU.
3. PCSB shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2022 if PCSB has reason to believe that the entire advance will not be billed during Fiscal Year 2022. At the end of Fiscal Year 2022, the intraDistrict balance shall be closed out and any unspent funds (“Fiscal Year 2022 Unspent Funds”) shall be returned to OSSE. PCSB 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 intraDistrict advance to PCSB 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 PCSB at the beginning of Fiscal Year 2023 in the amount of the Fiscal Year 2022 Unspent Funds that do remain appropriated and available.
 - b) PCSB shall notify OSSE within forty-five (45) days before the end of Fiscal Year 2023 if PCSB 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. PCSB 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 PCSB 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 PCSB at the beginning of Fiscal Year 2024 in the amount of the Fiscal Year 2023 Unspent Funds that do remain appropriated and available.
 - b) PCSB 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. PCSB 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 quarter, PCSB shall submit to OSSE a report listing each expenditure made from the advanced funds during the quarter using a standard template provided by OSSE. 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 PCSB 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. PCSB shall be subject to scheduled 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. PCSB shall comply with requests from OSSE for information and documents, excluding any and all information and documents that would violate PCSB's confidentiality limitations provided in D.C. Code § 38-355, to evaluate the impact of the services described in this MOU 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.
- D. ESSER II funds transferred under this MOU are subject to the terms, conditions, and provisions of CRRSA, the General Education Provisions Act (P.L. 103-382), as amended, the Educational General Administrative Regulations (EDGAR) in 34 CFR Parts 76, 77, 81, 82, and 99, 2 CFR Parts 180 and 3485, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Parts 200 and 3474.

XI. RECORDS AND REPORTS

PCSB 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:

PCSB:

Dr. Michelle J. Walker-Davis
Executive Director
DC Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
Phone: 202.328.2660
Email: mwalkerdavis@dcpcsb.org

OSSE:

Sarah Martin
Senior Advisor for Recovery, OSSE
(202) 716-8704
Sarah.Martin@dc.gov

XIV. PROCUREMENT PRACTICES REFORM ACT

If PCSB 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 PCSB 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 PCSB 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:

PUBLIC CHARTER SCHOOL BOARD:

Dr. Michelle Walker-Davis, Executive Director

Date



**OFFICE
OF THE STATE SUPERINTENDENT OF EDUCATION:**



Christina Grant, State Superintendent

Date

APPENDIX A

Timeline of Deliverables and Reports

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.

Deliverables/Reports	Format/Method of Delivery	Due Date
Spend Plan for FY22&23	Standard template provided by OSSE	1 month following execution of the MOU
Overview of Coaching Model	Word document or power point	1 month following execution of the MOU

Quarterly Financial Report	Standard template provided by OSSE	25 calendar days following the end of each quarter, beginning in July 2022 for Q3 (March-June 2022)
Quarterly Progress Report	Standard one-page template provided by OSSE, including 3-5 mutually agreed upon metrics for measuring outputs and outcomes	25 calendar days following the end of each quarter, beginning in July 2022 for Q3 (March-June 2022)
Summary Findings from Participant Survey	Power point document	No later than July 30, 2023

APPENDIX C

Grant Number	Grant Title	Fiscal Year	Period Available	Estimated Reimbursement Amount	Reimbursement Status	Grant Type
B3SERF	Coronavirus Response and Relief Supplemental Appropriations Act Elementary and Secondary School Emergency Relief Fund - (ESSER II-CRRSA)	FY 2022 through FY 2024	March 1, 2022 – Sept. 30, 2023	\$250,000.00	Preliminary	Federal Reimbursement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
THE DC PUBLIC CHARTER SCHOOL BOARD
FOR FISCAL YEAR 2023**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of the State Superintendent of Education (“Buyer Agency”) and the DC Public Charter School Board (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

In October 2020, OSSE received a five-year Charter Schools Program (CSP) grant from the U.S. Department of Education, authorized by Title IV, Part C of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act. OSSE must use a portion of the CSP grant to provide technical assistance to the Seller Agency, the District’s sole public charter school authorizer. Technical assistance will be delivered over the course of three (3) fiscal years (FY23-FY25). Five required topics were stated in OSSE’s application for the CSP grant (Attachment A) and additional topics were determined by a needs assessment of the Seller Agency. The required and additional topics were also prioritized and slated to be addressed between FY23-FY25, as shown below. The topics and prioritization will be reassessed annually.

	Required Topic	Additional Identified Topic
High Priority (FY23)	<ul style="list-style-type: none"> Assessing annual performance data of charter schools 	<ul style="list-style-type: none"> Data infrastructure/data analyses (i.e., building and maintaining Quickbase Hub)
Medium Priority (FY24-25)	<ul style="list-style-type: none"> Conducting financial reviews and assisting with annual audits 	<ul style="list-style-type: none"> Assessing virtual instruction School support offerings

	<ul style="list-style-type: none"> • Holding schools accountable to their charter agreements • Reviewing processes related to renewal, non-renewal, or revocation of a school’s charter 	
Low Priority (FY24-25)	<ul style="list-style-type: none"> • Establishing clear plans and procedures to assist students enrolled in a closing charter school to attend other high-quality charter schools 	

This MOU includes the provision of technical assistance in FY23 on the high priority topic areas of assessment annual performance data of charter schools and data infrastructure and analyses. Medium and low priority topic areas may be addressed in option years 1 and 2.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

PCSB or its authorized designee shall:

1. Conduct data modeling as outlined in the established contract (Attachment B), including:
 - i. Developing data-driven questions,
 - ii. Performing statistical analyses of school performance,
 - iii. Identifying outlier data and assess impact, and
 - iv. Developing weights, measure floors, targets, and business rules;
2. Design data visualizations as outlined in Attachment B;
3. Create an accountability framework dashboard as outlined in Attachment B; and
4. Submit written semi-annual progress reports to the Buyer Agency by April 28, 2023 and October 27, 2023 to provide a status update on each of the

responsibilities above, provide feedback on the technical assistance process, and share outcomes of the work.

B. RESPONSIBILITIES OF BUYER AGENCY

OSSE shall:

1. Transfer funds to the Seller Agency as provided in Section VI of this MOU;
2. Monitor and report all expenditures, services, and outcomes, under this MOU in compliance with U.S. Department of Education requirements; and
3. Monitoring the semi-annual progress reports from the Seller Agency to review the progress of the technical assistance activities, collect feedback on the technical assistance process, and monitor final outcomes.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from the date the MOU is fully executed (the “effective date”) through September 30, 2023, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of two (2) 12-month option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least thirty (30) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$276,800 for Fiscal Year 2023. The total cost of the goods and/or services is based on the Seller Agency’s estimate of the actual cost of the goods and/or services that will be provided under this MOU, based on the contract and scope of work provided to the Seller Agency.

B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall transmit to the Seller Agency a wire payment in the amount set forth in Section VI.A of this MOU, as an advance payment for the goods and/or services to be provided by the Seller Agency under this MOU.
2. The Seller Agency shall draw down from the advance only for the actual cost of goods and/or services provided by the Seller Agency under this MOU.
3. The Seller Agency shall transmit to the Buyer Agency on a quarterly basis a report detailing the amounts the Seller Agency drew down against the advance during the prior quarter and the purposes for which the amounts were drawn down. This report should also include relevant documentation including all invoices and proof of payments.
4. Within thirty (30) days after the date of expiration or termination of this MOU, the Seller Agency shall return any excess advance to the Buyer Agency.

C. ANTI-DEFICIENCY CONSIDERATIONS

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 are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, 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.

VII. 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.

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

The Seller Agency will submit written semi-annual progress reports to the Buyer Agency by April 28, 2023 and October 27, 2023 to provide a status update on each of the responsibilities listed in Section IV.A, provide feedback on the technical assistance process, and share outcomes of the work.

X. RECORDS AND REPORTS

- A. The Buyer Agency and Seller Agency 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 after the date of expiration or termination of this MOU.

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving 30 calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Linda Sun
Director, Federal Programs and Strategic Funding
1050 First Street NE
Washington, DC 20002
Linda.Sun1@dc.gov
(202) 230-1166

Seller Agency

Rashida Young
Chief School Performance Officer
3333 14th Street NW, Suite 210
Washington, DC 20010
ryoung@dcpcsb.org
(202) 328-2209

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the respective directors of both the Buyer and Seller agencies for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Dr. Christina Grant
State Superintendent of Education

12/20/2022
Date

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD



Dr. Michelle J. Walker-Davis
Executive Director

1/3/2023
Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

**Between Public Charter School Board and
The Department of Human Resources**

Fiscal Year 2023

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Public Charter School Board (Buyer) and the Department of Human Resources (Seller), collectively known as the Parties.

II. PROGRAM GOALS AND OBJECTIVES

The Seller will provide select public charter schools under the jurisdiction of the Buyer with compliance services related to their candidates, employees, and volunteers who are subject to the requirements of the “School Safety Omnibus Amendment Act of 2018” (Law 22-294) (D.C. Official Code § 38-951.03). The objective of the services is to conduct due diligence checks required under § 103 of the Act for applicable potential and current staff.

III. SCOPE OF SERVICES

In pursuit of the shared goals of the Parties to carry out the program goals and objectives expeditiously and economically, the Parties agree as follows:

A. Responsibilities of the Seller

1. The Seller shall develop and administer a compliance program for purposes of rolling out the requirements of the School Safety Omnibus Amendment Act of 2018 to charter schools under the jurisdiction of the Buyer.
2. The Seller shall provide compliance related services in accordance with each Service Level Agreement executed with participating public charter schools.
3. The Seller shall ensure that compliance related services are conducted in a manner consistent with prevailing District and federal law for potential and current staff of select public charter schools under the jurisdiction of the Buyer and who are subject to due diligence screenings. The Seller shall, at a minimum, provide for the services indicated on page 4.
4. For each applicant and employee who undergoes enhanced suitability screenings, the Seller shall, at the request of each individual participating public charter school, either (i) make a suitability recommendation consistent with the guidelines as at 6-B DCMR § 417 and D.C. Official Code § 38-951.03(a), or (ii) provide a comprehensive report of the Seller’s findings during the course of the due diligence check (report). Each recommendation or report shall be provided to the applicable public charter school through an electronic means established by the Seller in collaboration with individual public charter schools.
5. Each recommendation or report, excluding child protection registry checks, shall be supplied to the applicable public charter school within 35 days following the Seller’s receipt of all necessary documentation from the public charter school and the specific applicant or employee. The Seller shall provide sections of each recommendation or report to the applicable public charter school as those sections become available. Except for child protection registry checks, the average period between the submission of necessary documentation from the public charter school and the school’s receipt of the recommendation or report shall be no greater than 14 days. With respect to child protection registry checks, new hire results are generally returned within 14 days and results for current

employees within 45 days. Child protection registry check results shall be supplied to the applicable public charter school no later than 45 days following the Seller's receipt of all necessary documentation.

B. Responsibilities of the Buyer

1. The Buyer shall advance to the Seller \$ 92,385.00 for compliance services.
2. The Buyer shall assist the Seller in receiving all documentation from the Buyer reasonably necessary to carry out the Seller's responsibilities under this MOU.
3. The Buyer agrees that the Seller shall provide reports or suitability recommendations based on the standards set forth in Title 6-B, Chapter 4 of the DCMR and consistent with § 103 of the Act. Moreover, the Buyer agrees that for purposes of Chapter 4, the Seller serves as the Program Administrator.
4. The Buyer agrees that, once the Seller has issued a report or suitability recommendation, it will be the responsibility of the applicable public charter school to make the actual suitability determination for potential and current staff.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2022, through, September 30, 2023, unless terminated in accordance with Section XII prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option periods. The option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The Buyer shall provide notice to the Seller of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.
- D. Subject to appropriations, this paragraph serves as the Buyer's letter of intent for Fiscal Year 2024 to execute an extension pursuant to paragraph B of this section or execute a new MOU with identical terms for at least \$ 92,385.00.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k). The MOU is entered into to carry out the provisions of Title 6-B, Chapter 4 and 20B of the DCMR.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this MOU shall not exceed \$ 92,385.00 for Fiscal Year 2023. Funding for services shall not exceed the actual cost of the goods and services.
2. The estimated cost of this MOU is based upon the projected service costs outlined on the schedule on the following page, and do not account for all suitability services that may be provided under this MOU. For example, the Buyer may request weekend service collections which may result in overtime fees. However, the total resulting service cost shall not exceed the maximum amount of this MOU established in subsection (A) (1).

B. Payment

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. The Seller shall submit invoices at least quarterly that shall include the amounts billed for that period. The invoices shall include: (1) a list of services and their costs; and (2) a list of labor costs, including hourly rates for all laborers.
3. The advances to the Seller for the services to be performed and goods to be provided shall not exceed the amount of this MOU.
4. The Seller shall receive the advance and bill the Buyer through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller shall return any excess advance to the Buyer within thirty (30) days of the end of the current fiscal year.
5. The Parties' Directors, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems for final resolution.

FY23 SERVICE COSTS				
COMPLIANCE SERVICES				
DUE DILIGENCE (CHILDCARE RELATED)				
Service Description	Quantity	Unit Cost	Personnel Cost	Subtotal
Pre-Employment Criminal Background + Sex Offender Registry	900	\$ 24.25	\$ 28.40	\$ 47,385.00
CFSA Child Protection Registry	900	\$ 0.00	\$ 15.00	\$ 13,500.00
Background and Reference Check - SSOAA	900	\$ 20.00	\$ 5.00	\$ 22,500.00
NASDTEC Educator Identification Clearinghouse	900	\$ 0.00	\$ 10.00	\$ 9,000.00
Due Diligence Total Cost				\$ 92,385.00
GRAND TOTAL				\$ 92,385.00

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (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 may be amended, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, the Seller will be subject to scheduled and unscheduled monitoring reviews by the Buyer to ensure compliance with all applicable requirements.

IX. PROCUREMENT PRACTICES ACT

If the goods and/or services of an agent, contractor, consultant or other third party will be utilized to execute the processes described in this MOU, then the Parties shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure those goods and/or services.

X. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon request of the Buyer or another District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of the Buyer and other officials as may be specified by the District of Columbia.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either party in the performance of responsibilities associated with this MOU shall remain the property of the Buyer.

XII. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party. In the event of termination of this MOU, the Seller will conclude any previously requested compliance services and will return any unused funds after all required fiscal reconciliation, but not later than September 30th of the then current fiscal year.

XIII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Tamika Cambridge, Compliance Review Manager

Department of Human Resources, Policy & Compliance Administration
1015 Half St SE, Washington DC 20003
(202) 727-1528

Sarah Hampton Cheatham

Public Charter School Board
3333 14th St. NW, Suite 210
Washington, DC 20010
(202) 328-2751

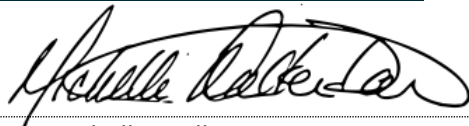
XIV. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

XV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

FOR THE PUBLIC CHARTER SCHOOL BOARD

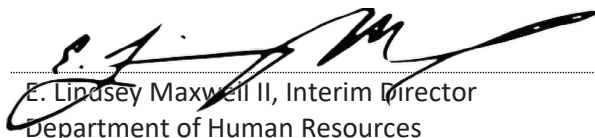


Dr. Michelle Walker-Davis, Executive Director

10/13/2022

Date

FOR THE DEPARTMENT OF HUMAN RESOURCES



E. Lindsey Maxwell II, Interim Director
Department of Human Resources

October 20, 2022

Date



2022 Partner Organization Memorandum of Understanding

As a 2022 partner organization ("Partner Org") hosting an Urban Leaders Fellow(s) ("Fellow(s)"), I will be receiving organizational support to help further the goals of my organization through comprehensive, project-based work.

As a Partner Org, I am receiving this support to maximize the impact of the work we do. I hereby acknowledge my acceptance of the following terms and requirements of the program by reviewing and signing below.

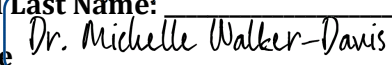
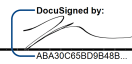
As a Partner Org receiving support from a Fellow(s), I acknowledge and understand that I will receive support in exchange for the following responsibilities to which I have committed during the 7-week duration of the program, beginning 06/28/2022, including:

- Selecting a Fellow(s) from among the options provided by the Urban Leaders Fellowship ("ULF");
- The Fellow(s) are not an employee or agent, of the Partner Organization;
- Developing a comprehensive project for the Fellow(s) that I will share with ULF staff in advance of selecting a Fellow(s);
- Managing my Fellow(s) by meeting in person or on the phone at least four times over the fellowship to assign projects, ensure s/he has resources and information necessary to complete the project, and provide him/her with feedback and direction; and
- Participating in satisfaction surveys and providing any additional feedback requested to help ULF staff assess the impact of the fellowship program.

The Partner Organization will host 1 Fellow(s) and contribute \$ 4000 for the Fellow(s)' work with the agreement that the Fellow will work 20 hours each week for the duration of the Fellowship. I understand that The Urban Leaders Fellowship will invoice the Partner Organization on or before 05/31/2022.

Through the course of the fellowship, I understand that ULF staff will regularly check in with both the Fellow(s) and with me to ensure that the relationship is providing mutual benefit.

My signature below indicates that I have read, understand, and agree to comply with all of the above expectations/requirements to maximize this opportunity.

Organization Name: <u>DC Public Charter School Board</u> Organization Address: <u>3333 14th St., NW, Suite 210, WDC 20010</u> Billing Contact Name: <u>Dr. Michelle Walker-Davis</u> Billing Contact Email: <u>mwalker.davis@dcpcsb.org</u> First and Last Name: <u>Dr. Michelle Walker-Davis</u> Signature:  Date: <u>6/14/2022</u>	Organization Name: <u>Urban Leaders Fellowship</u> Name: <u>Tej Reddy</u> Title: <u>ULF DC Regional Director</u> Signature:  Date: <u>5/31/2022</u>
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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THE URBAN LEADERS FELLOWSHIP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **NONPROFIT CORPORATION EXEMPT UNDER IRS CODE 501(c)3**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1519 NORTH TEJON STREET

6 City, state, and ZIP code

COLORADO SPRINGS, CO 80907

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			

or

Employer identification number									
8	4	-	2	5	7	1	4	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

6/28/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DISTRICT OF COLUMBIA
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF ENERGY AND ENVIRONMENT
AND
DC PUBLIC CHARTER SCHOOL BOARD

Lead Testing Water and Filter Replacement in Charter Schools – Starting FY 2022

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MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by the Department of Energy and Environment (DOEE) and the DC Public Charter School Board (DC PCSB), referred to individually as a “Party” and collectively the “Parties.”

DOEE applied for an EPA grant for National Priority Area Two: Reducing Children’s Exposure to Lead in Drinking Water in Schools and Child Care Facilities. (Attachment 3 [“Att 3”], 00 5786 Att 3 LSHHD DC Applic for EPA Lead Grant.pdf, incorporated herein by reference) Three District agencies are collaborating to protect nearly 100% of District children against lead in potable water, in licensed childcare centers, in Charter and Public Schools, and in Recreational Centers with childcare.

EPA awarded the District the requested grant. (Attachments 4 and 5 [“Att 4” and “Att 5”] 00 5786 Att 4 LSHHD EPA Lead Grant Award L9.pdf, and 00 5786 Att 5 LSHHD EPA Lead Grant Award M1 FY22.pdf, both EPA # 96391201, incorporated herein by reference) DOEE is the Grant Manager. It awards PCSB the amount of EPA funds below, to address necessary remediation. The Parties intend to continue this work over multiple fiscal years, subject to the availability of funding.

The following documents are attached to this MOU and made a part of it: Attachment 1: Statement of Work; and Attachment 2: Budget. Details may be found in a “schedule” to an attachment. The Parties intend that they can amend each Attachment by signature of both of the “Contact” persons identified in Part XI.

II. PROGRAM GOALS AND OBJECTIVES

DOEE has requested that DC PCSB undertake a DOEE-funded project, as provided below. PCSB agrees, subject to timely funding.

The Parties seek to carry out the requirements, and advance the purposes, of the EPA funding for the work of this MOU. (Act). The EPA requires DOEE, and its subgrantee PCSB to sample and test for lead in drinking water.

DOEE seeks to fund PCSB assessing the safety of the drinking water in the District’s charter schools.

The Parties share the District’s goal of reducing lead in child-contact drinking water facilities to a level of <1ppb, relative to the action level of 5ppb. They also share the objectives of successfully carrying out the project and facilitating the District Government’s protection of those who drink and otherwise use the water of charter schools.

DOEE states that the funding for this MOU is federal, and the parties must follow the related federal requirements.

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

III. SCOPE OF SERVICES

A. RESPONSIBILITIES OF PCSB

PCSB shall:

1. Undertake the work set forth in Attachment 1: Statement of Work (Att 1).
2. Apply the budget for the work, as shown in Attachment 2: Budget (Att 2).
3. Adopt changes to Att 1 and Att 2 that the Parties agree to in writing.
4. Submit a report, documenting work accomplished in the report period, to DOEE as follows, unless DOEE changes this schedule in writing: On a quarterly basis, no later than December 15, March 15, June 15, and September 15; For annual data and an annual report, no later than October 15.
5. Timely provide the invoices supporting expenditures for its work.
6. Follow applicable requirements for the funds used for the work.
7. In concert with DOEE:
 - a. Meet within 7 days of the final MOU signature to discuss the project, including a virtual meeting.
 - b. Meet similarly on at least a quarterly basis.
 - c. Follow applicable requirements for the funds used for the work.

B. RESPONSIBILITIES OF DOEE

DOEE shall:

1. Make payment as specified in Section VI.B (Payment).
2. Reasonably agree to payments within the limits of Paragraph VI.B (Payment).
3. Adopt changes to Att 1 and Att 2 that the Parties agree to in writing.
4. Timely respond to PCSB's communications for drafting assistance, review, or response, and for final approvals.
5. Reasonably agree to periodic meetings to review work.
6. In concert with PCSB:

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

- a. Meet within 7 days of the final MOU signature to discuss the project, including a virtual meeting.
- b. Meet similarly on at least a quarterly basis.
- c. Follow applicable requirements for the funds used for the work.

IV. DURATION

- A. This MOU shall be effective from the date of the last signature through September 30, 2025. This period may be amended only by signature of the Directors or their designees.
- B. The Parties may extend this MOU through one or more MOU amendments.
- C. An extension is subject to the availability of funds at the time of the amendment.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF GOODS AND SERVICES

1. The total cost of goods and services shall not exceed \$793,816.05. This amount may be amended only by signature of the Director of DOEE and the Chair of the PCSB, or their designees.
2. Funding shall not exceed the actual cost of the goods or services. "Actual costs" include materials, supplies, equipment, work, services of any kind, fringe benefits, and actual overhead. If the costs include funding for services through contracts or grants, "actual costs" may include fringe benefits, overhead, and profit paid pursuant to PCSB's standard contracting or grant-making practices.
3. Funding shall be applied only to costs covered by this MOU, and addressed in Att 2.
4. The source of funds for this MOU is grant funds to the District from EPA,

B. PAYMENT

1. DOEE shall make progress payments, subject to DOEE's determination that (a) DC PCSB's work has been technically correct and satisfactory, (b) the funds are needed, and (c) the Budget's line items are completely filled-in, for the following dates:

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

- a. \$20,621.75 within 28 days after all MOU signatures;
 - b. \$200,000 by September 20, 2022;
 - c. \$193,816.05 by December 31, 2022;
 - d. \$179,378.35 by March 1, 2023;
 - e. \$200,000.00 by May 1, 2023.
2. The Parties shall agree on the method of payment, as by check, electronically, through Intra-District transfer.
 3. Payment shall be due on each amount stated just above.
 4. DC PCSB shall submit approved invoices from its contractors to the DOEE Contact on a quarterly basis.
 5. DC PCSB shall submit to DOEE quarterly reconciliations for costs incurred with their quarterly reports pursuant to this MOU, or on such other basis to which the Parties may agree in writing. The reconciliation shall include documentation of the costs specified in Paragraph A (Cost of Goods and Services).
 6. With respect to the timing of progress payments, DOEE is excused from timely payment if PCSB has failed to timely provide invoices supporting expenditures for its work.
 7. With respect to the payment of a progress payment, DOEE is excused from payment if DOEE determines that the quality of work is inadequate or if the additional funding is not yet needed
 8. With respect to unspent funds:
 - a. DC PCSB shall immediately return any excess advance to DOEE when it is determined that funds cannot be spent prior to this MOU's expiration date.
 - b. DC PCSB shall return all unspent funds to DOEE within 28 calendar days of the earlier of: (a) the end of the fiscal year; (b) the MOU's expiration; or (c) after completion of reconciliation.
 - c. Notwithstanding the immediately foregoing subparagraphs, DOEE may waive in writing a return of funds that DOEE has received by grant or that are capital in nature.

C. ANTI-DEFICIENCY

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, are and shall remain subject to the provisions of the following laws, as amended:

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

(1) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act of 2002, D.C. Official Code §§ 47-355.01-.08; (3) D.C. Official Code § 47-105; and (4) D.C. Official Code § 1-204.46.

VII. COMPLIANCE AND MONITORING

Performance by the Parties is subject to scheduled and unscheduled monitoring reviews by the funder(s) or other authorized officials.

VIII. RECORDS

- A. The Parties shall maintain receipts and other records documenting the work performed and expenditures of all funds for at least three years from the end of this MOU.
- B. A Party receiving funds shall make these receipts and records available for inspection by the funders or other authorized officials upon request.
- C. If a grant or contract is used to provide goods or services under this MOU, the funded Party shall arrange to make grantee or contractor receipts and records available to the funders or other authorized officials upon request.

IX. CONFIDENTIAL INFORMATION

The Parties will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU in accordance with all relevant federal and District of Columbia statutes, regulations, and policies.

X. APPLICABLE LAW

The Parties shall comply with all applicable statutes, rules, and regulations whether now in force or later enacted or promulgated.

XI. CONTACTS

The following individuals or their designees are the contact points under this MOU:

FOR DOEE

Amber Sturdivant
Associate Director
Lead-Safe and Healthy Housing Division
Department of Energy & Environment
1200 First Street, NE 5th Floor
Washington, DC 20002
Desk: (202) 478-2441

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

Cell: (202) 365-5653
Email: amber.sturdivant@dc.gov
Web: <http://doee.dc.gov>

FOR PCSB

Hannah Cousino
Senior Manager, Sector Planning and Compliance
DC Public Charter School Board
3333 14th St., NW, Suite 210
Phone: 202.328.2673
Email: hcousino@dcpsb.org

XII. MODIFICATION

This MOU may be amended, as follows:

- A. Except as expressly provided for amendment to an Attachment to this MOU, the MOU may be modified only through a written amendment signed by all Parties.
- B. An Attachment may be amended through a written amendment, signed by the “Contact” persons identified in Part XI.
- C. Except that three types of items of the MOU shall ONLY be amended by signature of the Directors of each Party, or their designees: these are the duration, each party’s financial contribution, and the total amount of funds.

XIII. TERMINATION

- A. A Party may terminate this MOU in whole or in part by giving at least 28 calendar days’ written notice to the other Party.
- B. A Party providing goods or services that receives notice of termination must immediately cease performance under this MOU, or, if that is not feasible, begin immediately to wind down performance.
- C. After receiving notice of termination, a funded Party shall not be obligated to perform or provide further goods or services, other than winding down performance, supporting payment of invoices or fiscal reconciliation, complying with applicable laws, and honoring commitments to recordkeeping, reporting, monitoring, and confidentiality.

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

XIV. DISPUTE RESOLUTION

- A. The Parties will make every effort to resolve any disputes concerning this MOU at the staff level.
- B. If the dispute cannot be resolved at the staff level, a Party may raise the dispute to the Director level.
- C. If the Director is unable to resolve the dispute, a Party may refer the dispute to Office of the Chief Financial Officer for financial matters or to the Office of the City Administrator for other matters.

*** This space intentionally left blank. ***

MOU DOEE PCSB lead in water testing and filter replacement starting FY 22

XV. SIGNING AND COUNTERPARTS

This MOU may be signed by hand or electronically on the original version or a copy or other exact duplicate. It may be signed in counterparts, each separately and together constituting one and the same document.

XVI. SIGNATURES

The Parties agree to this MOU.

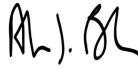
DEPARTMENT OF ENERGY AND ENVIRONMENT

Tommy Wells

Digitally signed by Tommy Wells
DN: cn=Tommy Wells, o=DC Dept of
Energy & Environment, ou=Director,
email=tommy.wells@dc.gov, c=US
Date: 2022.08.03 16:29:02 -04'00'

Tommy Wells
Director

Alan J. Barak, for legal sufficiency
Assistant General Counsel



Digitally signed by Alan J. Barak
DN: cn=Alan J. Barak,
o=DOEE, ou=Off. General
Counsel,
email=alan.barak@dc.gov,
c=US
Date: 2022.08.03 16:09:05
-04'00'

DC PUBLIC CHARTER SCHOOL BOARD

DocuSigned by:
Dr. Michelle Walker-Davis
B3F1E74932B94BF...
Dr. Michelle Walker-Davis
Executive Director

Date: 9/2/2022

DocuSigned by:
Sarah H Cheatham
4FABF12968DE4F4...
Sarah Cheatham
General Counsel, for legal sufficiency

Date: 8/31/2022

List of attachments

- Attachment 1. Statement Of Work**
- Attachment 2. Budget**
- Attachment 3. DOEE Grant Application to EPA**
- Attachment 4. EPA Grant Award to DOEE (L9)**
- Attachment 5. EPA Grant Award to DOEE (M1)**

Filename: 00 5786 mou pcsb doee lead test and filter repl fy22.docx

Agency Name

DC Public Charter School Board (PCSB)

Annual Freedom of Information Act Report for Fiscal Year 2022
October 1, 2021 through September 30, 2022

FOIA Officer Reporting Daniel Quandt

PROCESSING OF FOIA REQUESTS

- 1. Number of FOIA requests received during reporting period35.....
2. Number of FOIA requests pending on October 1, 2021.....1.....
3. Number of FOIA requests pending on September 30, 2022.....2.....
4. The average number of days unfilled requests have been pending before each public body as of September 30, 2022.....29.....

DISPOSITION OF FOIA REQUESTS

- 5. Number of requests granted, in whole.....21.....
6. Number of requests granted, in part, denied, in part.....6.....
7. Number of requests denied, in whole.....0.....
8. Number of requests withdrawn.....1.....
9. Number of requests referred or forwarded to other public bodies.....0.....
10. Other disposition6 (no responsive documents).....

NUMBER OF REQUESTS THAT RELIED UPON EACH FOIA EXEMPTION

- 11. Exemption 1 - D.C. Official Code § 2-534(a)(1).....2.....
12. Exemption 2 - D.C. Official Code § 2-534(a)(2).....6.....
13. Exemption 3 - D.C. Official Code § 2-534(a)(3)
Subcategory (A).....0.....
Subcategory (B).....0.....
Subcategory (C)0.....
Subcategory (D)0.....
Subcategory (E)0.....
Subcategory (F)0.....
14. Exemption 4 - D.C. Official Code § 2-534(a)(4)3.....
15. Exemption 5 - D.C. Official Code § 2-534(a)(5).....0.....

- 16. Exemption 6 - D.C. Official Code § 2-534(a)(6)
 - Subcategory (A).....3.....
 - Subcategory (B).....0.....
- 17. Exemption 7 - D.C. Official Code § 2-534(a)(7).....0.....
- 18. Exemption 8 - D.C. Official Code § 2-534(a)(8).....0.....
- 19. Exemption 9 - D.C. Official Code § 2-534(a)(9).....0.....
- 20. Exemption 10 - D.C. Official Code § 2-534(a)(10).....0.....
- 21. Exemption 11 - D.C. Official Code § 2-534(a)(11).....0.....
- 22. Exemption 12 - D.C. Official Code § 2-534(a)(12).....0.....

TIME-FRAMES FOR PROCESSING FOIA REQUESTS

- 23. Number of FOIA requests processed within 15 days.....29.....
- 24. Number of FOIA requests processed between 16 and 25 days.....4.....
- 25. Number of FOIA requests processed in 26 days or more.....1.....
- 26. Median number of days to process FOIA Requests.....15.....

RESOURCES ALLOCATED TO PROCESSING FOIA REQUESTS

- 27. Number of staff hours devoted to processing FOIA requests.....130.....
- 28. Total dollar amount expended by public body for processing FOIA requests...\$6600.....

FEES FOR PROCESSING FOIA REQUESTS

- 29. Total amount of fees collected by public body.....\$0.....

PROSECUTIONS PURSUANT TO SECTION 207(d) OF THE D.C. FOIA

- 30. Number of employees found guilty of a misdemeanor for arbitrarily or capriciously violating any provision of the District of Columbia Freedom of Information Act.....0.....

QUALITATIVE DESCRIPTION OR SUMMARY STATEMENT

Pursuant to section 208(a)(9) of the D.C. FOIA, provide in the space below or as an attachment, “[a] qualitative description or summary statement, and conclusions drawn from the data regarding compliance [with the provisions of the Act].”

DC PCSB received more FOIA requests in FY 2022 than in FY 2021. However, due to the nature of the requests, fewer staff hours were required to process FOIA requests in FY 2022 than in FY 2021. In total, DC PCSB received 35 FOIA requests during the reporting period, and the median number of days to process FOIA requests was 15 days.