



NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, NE, 9th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2020-C-0096 **SOLICITATION NO:** N/A
PROGRAM OFFICE: Office of School Improvements and Supports (OSIS)
CAPTION: Teacher Recruitment and Training Services

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:
PURCHASE ORDER NUMBER: TBD

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

TEACH FOR AMERICA

Contractor's Name

BY: Adele Fabrikant
Signature of Authorized Representative

Executive Director

Title

11/05/2020

Date

1805 7th Street, NW – 6th Floor, Washington, DC 20001

Mailing Address of Contractor

Telephone No.

Facsimile No.

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Contracting Officer

Brenda Allen

Type or Print Name

2/16/2021

Date

The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT: Date of Award to September 30, 2021
(Base Year Period)

CONTRACT AMOUNT: \$200,000.00

Section B

SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 INTRODUCTION**

B.1.1 The District of Columbia Public Schools (DCPS) Office of School Improvement and Supports (OSIS) has a need for the Contractor (Teach For America) to provide recruitment, selection, and ongoing training of new teachers as set forth in Section C and in accordance with the Contractor's revised proposal incorporated and attached hereto as Attachment J.1.3.

The DCPS requires the Contractor to support in developing a pipeline of individuals with the potential to serve as future school district leaders including highly effective teachers, instructional leaders, school principals, and district staff. The supports and trainings provided by the Contractor will help DCPS grow a corps of educators to potentially make a profound impact on the lives and educational outcomes of students across the district.

B.2 PRICE/COSTS

B.2.1 This is a Firm-Fixed Price requirements contract with a base year and four (4) option years.

B.2.2 The Contractor shall provide recruitment, selection and training as outlined in Section C at the prices set forth in Section B.3 and in accordance with the Contractor's revised proposal dated October 27, 2020 and incorporated as Attachment J.1.3.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE**B.3.1 BASE YEAR: (Date of Award thru September 30, 2021)**

Contract Line Item No. (CLIN)	Item Description	Unit (estimated number)	Unit Cost	Total Price
CLIN #001	Corp Members Summer Training: Institute (teacher training) and Regional Induction [Training for 1-cohort of teachers and alumni]	20 teachers	\$3,600.00	\$72,000.00
CLIN #002	Corps Members Professional Development and Coaching: Regional Staff Support, External Facilitators and Instructional Coaches	20 teachers	\$1,400.00	\$28,000.00
CLIN #003	Corps Member and Alumni Teacher Candidate Recruitment and Selection: National Recruitment for Incoming Corps Members [Cohort will consist of 20 first-year teachers and 4-5 alumni]	1 cohort	\$100,000.00	\$100,000.00
Grand Total for B.3.1				\$200,000.00

B.3.2 OPTION YEAR ONE: (October 1, 2021 thru September 30, 2022)

Contract Line Item No. (CLIN)	Item Description	Unit (estimated number)	Unit Cost	Total Price
CLIN #1001	Corp Members Summer Training: Institute (teacher training) and Regional Induction [Training for 1-cohort of teachers and alumni]	20 teachers	\$3,600.00	\$72,000.00
CLIN #1002	Corps Members Professional Development and Coaching: Regional Staff Support, External Facilitators and Instructional Coaches	20 teachers	\$1,400.00	\$28,000.00
CLIN #1003	Corps Member and Alumni Teacher Candidate Recruitment and Selection: National Recruitment for Incoming Corps Members [Cohort will consist of 20 first-year teachers and 4-5 alumni]	1 cohort	\$100,000.00	\$100,000.00
Grand Total for B.3.2				\$200,000.00

B.3.3 OPTION YEAR TWO: (October 1, 2022 thru September 30, 2023)

Contract Line Item No. (CLIN)	Item Description	Unit (estimated number)	Unit Cost	Total Price
CLIN #2001	Corp Members Summer Training: Institute (teacher training) and Regional Induction [Training for 1-cohort of teachers and alumni]	20 teachers	\$3,600.00	\$72,000.00
CLIN #2002	Corps Members Professional Development and Coaching: Regional Staff Support, External Facilitators and Instructional Coaches	20 teachers	\$1,400.00	\$28,000.00
CLIN #2003	Corps Member and Alumni Teacher Candidate Recruitment and Selection: National Recruitment for Incoming Corps Members [Cohort will consist of 20 first-year teachers and 4-5 alumni]	1 cohort	\$100,000.00	\$100,000.00
Grand Total for B.3.3				\$200,000.00

B.3.4 OPTION YEAR THREE: (October 1, 2023 thru September 30, 2024)

Contract Line Item No. (CLIN)	Item Description	Unit (estimated number)	Unit Cost	Total Price
CLIN #3001	Corp Members Summer Training: Institute (teacher training) and Regional Induction [Training for 1-cohort of teachers and alumni]	20 teachers	\$3,600.00	\$72,000.00
CLIN #3002	Corps Members Professional Development and Coaching: Regional Staff Support, External Facilitators and Instructional Coaches	20 teachers	\$1,400.00	\$28,000.00
CLIN #3003	Corps Member and Alumni Teacher Candidate Recruitment and Selection: National Recruitment for Incoming Corps Members [Cohort will consist of 20 first-year teachers and 4-5 alumni]	1 cohort	\$100,000.00	\$100,000.00
Grand Total for B.3.4				\$200,000.00

B.4 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.5 REQUIREMENTS CONTRACT

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the expiration date.

- B..6 The Contractor agrees to supply DCPS with no less than twenty (20) first-year Teacher candidates and 4-5 Alumni for the base year of the contract. In the event DCPS exercises the relevant option year pursuant to Section F.4, Contractor agrees to supply DCPS with no less than twenty (20) first-year Teacher candidates and four (4) Alumni for option years 1-3, in accordance with the price schedule as detailed in Section B.3.1 through B.3.4.

Section C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND/HISTORY

C.1.1 As a partner to the District of Columbia Public Schools (DCPS) since 1992, Teach For America has placed and supported hundreds of excellent teachers across the district, helping fuel remarkable progress for students and schools across the district. DCPS transitioned from being one of the lowest performing urban school districts into the fastest improving urban district in the country, measured by student test scores, thanks in part to leadership by Teach For America corps members and alumni. Teach For America sources incredibly diverse and talented candidates for their corps through targeted recruitment and selection, with a particular focus on seeking out individuals who exemplify the core mindsets and competencies necessary to excel as teachers in our nation's hardest to-staff schools. After matriculating into the Teach For America corps, corps members receive extensive training and ongoing professional development throughout their time in the classroom. These trainings equip corps members to not only have the content and pedagogical knowledge to effectively serve as content leaders, but also prepare corps members to effectively teach the whole child through their trainings focused on diversity, equity, and inclusion. These values are directly aligned to those we hold as a district and the services provided by Teach For America directly support our organization's goal of getting and growing top talent to support our students furthest from opportunity.

C.1.2 In order to ensure the highest-quality training experience possible for the Teach For America corps, training occurs in three parts. All corps members spend one week in June in Washington, DC getting to know our community's strengths and challenges, the scope of work in the classroom and their path to certification. Following this week, all corps members engage in a 5-week institute experience which combines student teaching with pedagogy, instruction, classroom management and skills in working with diverse communities that make up the Teaching as Learning framework. Upon successful completion of the summer institute, corps members return to Washington, DC for workshops aimed at preparing them for their specific teaching assignments and equipping them with the skills and tools necessary to set and work towards ambitious academic goals with their students. Ongoing support is facilitated from there by the Teach For America regional team and certification partners.

During their first two years, teachers set ambitious, standards-aligned goals for their students, use student data to drive instruction, and take a student empowerment approach to learning. Teachers use differentiated support, often volunteer time outside of the school day, and commit to their own ongoing learning over the course of the school year. Professional development occurs in conjunction with each corps member's Manager of Learning Experiences and Accountability, or teacher mentor, in classroom observations, and during one-on-one sessions that use data-based problem solving. There are monthly, all-day professional development Saturdays, which include sessions on content pedagogy and teacher-actions. Additionally, Teach For America provides access to an online database of exemplar planning tools, teacher resources, and classroom visits. Corps members also enroll in ongoing certification and/or master's coursework through Johns Hopkins University.

C.2 SCOPE

- C.2.1 The Contractor shall provide recruitment, selection and training of new teachers that are committed to closing the achievement gap and are specifically equipped to work in under-resourced communities. These teachers are especially important to fill late-season vacancies created by resignations or terminations as a result of IMPACT, the DCPS effectiveness assessment system for school-based personnel. This hiring season alone, DCPS will hire over 800 teachers to fill vacancies.
- C.2.2 The Office of School Improvement and Supports seeks to bring top teaching talent to teach in DCPS' highest need schools across the district, especially in high-need content areas. DCPS consistently strives to fill hundreds of vacancies every year and given the intersection of the national teacher shortage with new DCPS priorities such as Cluster X and Extended School Year schools, it is increasingly more important to secure high-quality teaching talent. DCPS relies on program partners, like Contractor – with its extensive national recruitment network – to help supplement its internal recruitment efforts in high-need content areas.
- C.2.3 DCPS seeks to continue a partnership with Contractor, given its track record of success working with DCPS since 1992, to provide recruitment, selection, and training of new teachers who are committed to closing the achievement gap and are specifically equipped to work in under-resourced communities. Contractor will continue to develop a pipeline of people with the potential to serve as future leaders including: exceptional teachers, school principals, and district staff.
- C.2.4 Future goals for the partnership would be to continue to focus on bringing in a diverse cohort of corps members to teach in high-need content areas for the initial contract year (SY 20-21), as well as for additional option years (SY 21-22 through SY23-24). In each of these years, Contractor would be tasked with bringing in a new cohort of corps members and providing training and support for corps members in their first and second years.

C.3 REQUIREMENTS

- C.3.1 Teacher Candidate Recruitment and Selection. Contractor shall recruit, select for participation in the Contractor training program, and present to DCPS for hire, teacher candidates from a broad range of academic majors who meet applicable state and/or local requirements for teacher licensure (hereinafter referred to as "Teachers"). Contractor shall use reasonable efforts to recruit diverse Teacher candidates. In connection with the foregoing, Contractor shall not engage in any unlawful acts of discrimination in its recruiting or selection of candidates. Prior to entering the classroom, all Teacher candidates will fulfill all DCPS pre-employment requirements and undergo pre-service training designed and delivered by Contractor.
- C.3.2 Professional Status. Contractor shall ensure that all Teachers presented for hire pursuant to this contract meet at least the minimum applicable federal and state requirements for primary or secondary school teachers (the "Requirements"); this obligation is limited to meeting the Requirements in effect at the time the Teacher is hired by DCPS and shall not require additional action on the part of Contractor in the event that the relevant Requirements are amended or otherwise modified after the hire date of a particular cohort of Teachers. In the event the Requirements are amended or otherwise modified after the hire date of a particular cohort of Teachers, DCPS may hire individual Teachers on an "emergency" credential basis while the Teachers fulfill the updated Requirements, and Contractor shall use its reasonable best efforts to ensure that such Teachers meet the new Requirements.
- C.3.2.1 In the event a teacher candidate who does not meet the Requirements is hired, the parties will agree on a reasonable period of time for the individual teacher candidate to obtain the appropriate licensure / certification and take such steps as are reasonably necessary to meet the applicable Requirements.

- C.3.3 DCPS Certification on Candidate Background Checks. Contractor shall ensure that all Teachers have undergone every background check required under applicable District law, including fingerprinting, before they are hired by DCPS (see section H.7).
- C.3.4 AmeriCorps Compliance / Employment Records Access. As a grantee of the AmeriCorps program, Contractor is subject to periodic audits by the Inspector General of the Corporation for National and Community Service ("CNCS"), the public agency which administers the AmeriCorps program, to determine Contractor's compliance with grant requirements and applicable federal laws and regulations. CNCS requires access to DCPS employee files for Teachers serving in DCPS schools in order to effectively assess Contractor's compliance.
- C.3.4.1 Contractor shall be responsible for obtaining written approvals from Teachers permitting DCPS to disclose background check information. DCPS shall, upon receipt of a written inspection request and approvals from Teachers, permit the Inspector General of CNCS to review the results of any background checks conducted on any individual Teacher that DCPS maintains in its personnel files. CNCS inspections will be limited exclusively to background check documentation. DCPS will not be subject to any adverse consequences from TFA for cooperating with an inspection request or for any outcomes that result from such an inspection.
- C.3.5. Professional Development Services. During the course of the academic year, Contractor shall provide various professional development service and activities for participating Teachers, including periodic classroom observation by regional program staff, videotaping of instruction with review of instructional techniques, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data (subject to compliance with FERPA), and content area / grade-level workshops facilitated by veteran teachers. Contractor and DCPS shall work together to determine relevant professional development services for Teachers.
- C.3.5.1 In addition, Contractor shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area / grade level instructional materials. The professional development services will be available to all Teachers during their first two years in the classroom. These services may be provided on a more limited basis to Teachers in their third years in the classroom and beyond at Contractor's sole discretion.
- C.3.6 Credentialing Services. The Contractor shall facilitate the enrollment of individual Teachers in an alternative certification / licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record. Contractor shall make reasonable efforts to ensure that individual Teachers meet all applicable credential requirements and DCPS shall promptly report to Contractor any changes in state requirement or the credential status of individual Teachers hired from the Contractor training program.
- C.3.6.1 Notwithstanding the above, individual Teachers are responsible for completing all credential requirements such as passage of required standardized tests, remaining in good standing with the alternative certification / licensure program, and paying any costs associated with acquiring and maintaining the appropriate teaching credential including required coursework through an alternative licensure program.
- C.3.6.2 Contractor shall not be responsible for and shall not be in breach of any provision of this contract, in the event of any failure by any individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

C.3.7 Access to Student-Identifiable Data. Under this contract, Contractor will be providing Teachers with ongoing professional development. As such, Contractor is required to provide an institutional service or function on behalf of DCPS under this contract. Contractor's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information (PII) from education records to Contractor and DCPS has determined Contractor has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under this contract; (ii) it is considered a "school official" for purposes of providing such institutional service or function of DCPS under this contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under this contract without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) require that all Contractor personnel receiving PII under this contract only use such information for purpose of providing an institutional service or function on behalf of DCPS.

C.3.7.1 Contractor shall use any disclosed DCPS data, including PII, solely to support the professional development of individual Teachers and will not maintain such data in student identifiable form beyond the end of the academic year, provided that Contractor shall have the right to maintain such data in redacted and/or aggregated form that does not reveal the identity of individual students and is not traceable to individual students for purposes of (i) assessing the efficacy of Contractor's suite of professional development services, (ii) developing new tools and services for participating Teachers, and (iii) training Contractor staff. Contractor shall destroy any and all PII it gains access to under this contract, including any electronic files containing the PII, at the close of each academic year.

C.3.7.2 Notwithstanding the last sentence in Section C.3.7, DCPS acknowledges that in accordance with 34 C.F.R. § 99.33(b), Contractor may re-disclose PII on behalf of DCPS solely to facilitate Contractor's service to DCPS of providing ongoing professional development services. TFA will provide DCPS with the names of additional parties and such parties' legitimate educational interests to which TFA intends to disclose student identifiable information on behalf of DCPS.

C.4. ROLES AND RESPONSIBILITIES

C.4.1 Contractor Responsibilities: In addition to C.2 thru C.3

C.4.1.1 The Contractor shall provide implementation/deployment and consulting in accordance with Attachment J.1.3, Contractor's revised proposal dated October 27, 2020.

C.4.1.2 The Contractor shall provide a project manager to coordinate the contract requirements, with the Contract Administrator identified in G.9.

C.4.1.3 The Contractor shall provide explicit escalation pathway to Contractor upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team.

C.4.1.4 The Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc) using format and with frequency agreed upon at project initiation.

C.4.1.4.1 The Contractor shall provide timely programmatic updates from to DCPS on relevant news on recruitment status and corps member performance throughout the school year.

C.4.1.4.2 The Contractor shall attend Stakeholder meetings, as needed, which can be requested by either party.

C.4.1.5 The Contractor shall comply with all applicable federal and state laws and regulations, including, but not limited to, Title 5 - Subtitles B and E of the District of Columbia Municipal Regulations (DCMR), applicable provisions in Division VI – Title 38 of the District of Columbia Official Code, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”), the Telephone Consumer Protection Act (47 U.S.C. § 227), and any other law, regulation, policy and collective bargaining agreement identified in the Contractor’s procurement contract or otherwise identified by DCPS.

C.4.1.6 In order for the Contractor to effectively conduct portions of the services via this contract, DCPS will disclose personally identifiable information (PII”) from education records to the Contractor – and DCPS has determined that the Contractor has legitimate educational interests in such disclosure.

C.4.1.7 The Contractor shall share with the appropriate key personnel, and safeguard the “PII” in accordance with FERPA, a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under the contract; (ii) it is considered a “school official” for purposes of providing such institutional service or function under the contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under the contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under the contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under the contract to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its officers, employees and agents receiving PII under the contract only use such information for purposes of providing an institutional service or function on behalf of DCPS.

C.4.1.8 The Contractor shall maintain all education records in accordance with DCPS procedures and OSSE requirements, as incorporated by reference (See website www.seo.dc.gov), and in a manner consistent with FERPA.

C.4.1.9 The Contractor, its officers, employees and agents shall be required to comply with the FERPA and District laws and regulations at all times, including when responding to subpoenas for education records.

C.4.1.10 The Contractor shall obtain and execute DCPS Office of Data and Strategy waivers when necessary to authorize the disclosure of any education records it obtains pursuant to its contract with DCPS.

C.4.1.11 The Contractor shall comply with DCPS-directed timelines for electronic data reporting, including, but not limited to attendance entry and scheduling maintenance.

C.4.1.12 The Contractor shall maintain and keep up-to-date all education records data in a timely manner and in a format required by DCPS, as well as any physical education records.

C.4.2 District of Columbia Public Schools Roles and Responsibilities

C.4.2.1 Recruitment and Hiring Process. DCPS and Contractor agree to collaborate in good faith to facilitate the recruitment of individual Teacher candidates, including, to the extent permissible and feasible, the use of specialized recruitment practices such as recruitment fairs and telephone interviews. DCPS and Contractor agree to collaborate in good faith to identify individual schools within the DCPS system appropriate for Contractor Teachers.

In order to be considered an appropriate school for placement of a Teacher the student population must be considered high poverty relative to the student population elsewhere in the District. All teacher hiring decisions shall be made solely by DCPS in accordance with its own set of hiring guidelines and in accordance with local laws and regulations.

- C.4.2.2 Timing of Employment. Contractor agrees to collaborate with DCPS to facilitate hiring Teachers in a timely manner throughout the spring and summer of each academic year, provided that Teachers are hired no later than two weeks prior to the first day that all DCPS teachers are required to report to their assigned school for the start of the academic year. If DCPS is not able to hire every Teacher by that date, DCPS may elect to hire teacher candidates in an interim capacity as substitute teachers, "pool teachers" or some other temporary category of employment available within DCPS to individuals with teaching credentials that will enable the individual Teacher to secure a salary and basic benefits, or where applicable, to commence the pre-eligibility period of benefits eligibility until such time that DCPS can secure permanent employment as a full time classroom teacher of record.
- C.4.2.3 Duration of Employment. Contractor acknowledges that DCPS hires teachers under a one-year contract. DCPS acknowledges that it is the expectation that Contractor Teachers hired will be employed for at least two years, provided that the Teachers remain employees in good standing; however nothing in this contract requires DCPS to re-hire any Contractor Teachers following their first year of employment with DCPS.
- C.4.2.4 Compensation of Teachers. Compensation of Teachers is left to the discretion of DCPS; provided, that DCPS provides to every Teacher employed by DCPS the same salary and benefits as are provided to other teachers employed by DCPS who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by DCPS in making such decisions.
- C.4.2.5 Employment Status. Every Teacher employed by DCPS is a full employee of that school district with all of the rights, responsibilities, and legal protections attendant to that status. No provision of this or any other contract shall be construed to authorize or employ Contractor to interfere in the employment relationships between DCPS and any Teacher or to legally function as the representative of any Teacher. No provision of this or any other contract shall be construed to imply that an employer-employee relationship exists between Contractor and any individual Teacher. Contractor is not party to any employment agreement between DCPS and any individual Teacher.
- C.4.2.6 DCPS shall:
- C.4.2.6.1 Provide Contractor with updated information on school-level vacancies during the hiring season, by March 15 annually, and shall provide weekly updated vacancy lists until the first day of school;
 - C.4.2.6.2 Invite corps members to participate in DCPS-sponsored hiring fairs and events starting March 15 annually through the first day of school;
 - C.4.2.6.3 Set performance measures and recruitment targets to bring in corps members in future contract years in high-need subject areas;
 - C.4.2.6.4 Share preliminary high-need subject area needs and how many corps members they would want Contractor to recruit for each of these specified areas in October annually; and
 - C.4.2.6.5 Attend periodic meetings with Contractor staff to discuss program management and corps member performance.
- C.4.2.7 The DCPS Office of School Improvement and Supports will provide oversight and management of this contract by monitoring and evaluating the performance of the Contractor in accordance with the terms and conditions of this contract.

C.5 GUIDELINES

- C.5.1 The Contractor shall be responsible for knowing the applicable guidelines which include but are not limited to the following: Code of Federal Regulations, the District of Columbia Municipal Regulations, and District of Columbia Public Schools Guidelines, which shall be available to the Contractor upon award of the contract.
- C.5.2 The Contractor shall exercise judgment in determining which guidelines are applicable, in interpreting these guidelines and in deciding what matters to discuss with DCPS.

Section D**PACKAGING AND MARKING****D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, Attachment J.1.1 when applicable.

Section E**INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 and the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010, Attachment J.1.1.

Section F**DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The term of the contract shall be from Date of Award to September 30, 2021. This contract has a base year and three (3) option years.

F.2 TYPE OF CONTRACT

This is a Firm-Fixed Price requirements contract.

F.3 OPTION PERIOD

- F.3.1 The District may extend the term of this contract by exercising up to four (4), one-year, option periods.

F.3.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.4.1 The District may extend the term of this contract for a period of four, one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.4.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.4.3 The prices for the option periods shall be as specified in Section B.3 of this contract.

F.5 DELIVERABLES

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

CLIN	Deliverable	Quantity	Responsible (Contractor or DCPS)	Deadline (range)
C.3.1	Recruitment and selection of new teachers <ul style="list-style-type: none"> Recruit and select cohort of new teachers 	20 (approx. 20 first-year teachers and 4-5 alumni)	Contractor	Base Year: 10/1/20--9/30/21 Option Year 1: 10/1/21--9/30/22 Option Year 2: 10/1/22--9/30/23 Option Year 3: 10/1/23--9/30/24
C.3.5	Training and support for first and second year teachers <ul style="list-style-type: none"> Provide ongoing professional development and retention support; services shall include elements outlined in the "Professional Development Services" section 	Ongoing (estimated 106 sessions)	Contractor	Base Year: 10/1/20--9/30/21 Option Year 1: 10/1/21--9/30/22 Option Year 2: 10/1/22--9/30/23
C.3.5.1	Training and support for third year teachers <ul style="list-style-type: none"> As referenced in section C.3.5.1, this is optional and at the sole discretion of TFA. 	Ongoing (5-10 optional PD sessions)	Contractor	Option Year 3: 10/1/23--9/30/24

C.4.1.4.1 & C.4.1.4.2	Reports and monitoring <ul style="list-style-type: none"> • Timely programmatic updates from TFA to DCPS on relevant news on recruitment status and corps member performance throughout the school year • Stakeholder meetings, as needed, which can be requested by either party 	Ongoing	Contractor/DCPS	TBD (during base year and each contract option period)
C.4.2	Frequent hiring reports from June – August to provide DCPS with updates on TFA corps member’s hiring status	TBD	DCPS	
G.1	Invoice	1	Contractor	Annually at the beginning of each school year.

Section G

CONTRACT ADMINISTRATION DATA

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor’s profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.3 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.4.4 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS:

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT CLAUSE:**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract Requirements**

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d)

G.7 **CONTRACTING OFFICER (CO):**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Candace Butler
Contracting Officer/Chief Procurement Officer
District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE - 9th Floor
Washington, DC 20002
O: 202-442-5112
E-Mail: candace.butler@k12.dc.gov

G.8 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA):

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Verónica Alvarado
Manager, Teacher Recruitment and Pipelines
Office of School Improvement and Supports
District of Columbia Public Schools
1200 First Street, NE, 10th Floor
Washington, DC 20002
E veronica.alvarado@k12.dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 CONTRACTOR PERSONNEL

G.10.1 The Contractor has designated the following as "key" personnel in the execution of this contract:

Helda Morad
Chief Impact Officer
Teach For America
1805 7th Street N.W., 7th Floor, Washington, DC 20001
Telephone: 202-384-9415
E-mail address: helda.morad@teachforamerica.org

G.10.2 **The Contractor shall reference Contract Number GAGA-2020-C-0096 and Purchase Order Number TBD when submitting invoices for payment.**

Section H**SPECIAL CONTRACT REQUIREMENTS****H.1 UNUSUAL INCIDENTS**

H.1.1 The Contractor shall report unusual incidents by facsimile or telephone to the Contract Administrator (CA) within 24 hours, and in writing within five (5) days. An unusual incident is an event that directly affects DCPS staff, students or Contractor's DC regional personnel providing services pursuant to this contract, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of Key Personnel, DCPS staff, or DCPS students; Contractor's DC regional staff negligence or willful misconduct in the performance of duties under this Contract; physical, sexual or verbal abuse of any individual by DCPS or Contractor's DC regional staff; fire; complaints directly related to Contractor's performance under this Contract; requests for information from the press, attorneys, or Government officials outside of DCPS related to, or requiring information about, DCPS; and behavior requiring attention of DCPS staff not usually involved in such a situation.

H.1.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the CA within the five (5) day period.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

H.2.1 At any time or times before final payment and three (3) years thereafter, the CO shall have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract in accordance with the Standard Contract Provisions, Attachment J.1.1. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues or funds, provided by the District under the contract.

- H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- H.2.5 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 PUBLICITY

Contractor shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Contractor's website) or other published materials. In addition, Contractor shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on Contractor's website) or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. Further, Contractor shall at all times obtain prior written approval from the CA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this contract.

H.4 CONFLICT OF INTEREST

- H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).
- H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 REPRESENTATIONS AND WARRANTIES

Contractor represents, warrants, and agrees that it:

- (a) has the full right, power, legal capacity and authority to enter into this Contract and to carry out its obligations hereunder;
- (b) will perform its services in a workmanlike manner;
- (c) will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and
- (d) is not subject to and will not enter into any contract or arrangements which preclude compliance with the provisions of this contract.

Representations and Warranties of DCPS. DCPS represents, warrants and agrees that it has the full right, power, legal capacity and authority to enter into this Contract and to carry out its obligations hereunder.

H.6 WAGE RATES

The Contractor is bound by Wage Determination No. 2015-4281, Revision No.: 16, Date of Revision: 04/23/2020(Attachment J.1.2), issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates for the term of the base period of the contract. If an option period is exercised, the Contractor shall be bound by the wage rate at the time. If an option is exercised and a revised wage rate determination obtained by the CO for the option period is applicable, the Contractor may be entitled to an equitable adjustment.

H.7 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

- H.7.1 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers, in positions whose work requires unsupervised, direct contact with students (such as Managers of Teacher Leadership Development, or MTLDs). The Contractor shall request criminal background checks for the positions requiring criminal background checks determined by the program office.
- H.7.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.
- H.7.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.7.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.7.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
 - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;

- (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.7.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.7.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
 - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.7.5(C);
 - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
 - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
 - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.7.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.7.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

- H.7.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.7.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.7.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.7.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position which brings him/her into direct contact with students contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.7.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.7.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer, an applicant or employee, whose position brings him/her into direct contact with students, who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.7.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.7.1 and H.7.2.
- H.7.17 An employee or unsupervised volunteer, whose position brings them into direct contact with students, may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.7.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.7.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.7.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.
- H.7.21 The Contractor shall ensure that any Contractor Personnel having direct contact with students while providing service under this contract annually take the mandated reporter training offered by the DC Child and Family Services Agency (Mandated Reporter Training), which is provided for ANY person or employee (private or public) at no cost. This training can be found using the following website:

<https://dc.mandatedreporter.org/Registration/Registration.action>. Additional information regarding the Mandated Reporter Training can be found by calling (202) 442-6000 or by visiting <http://cfsa.dc.gov/>. The Contractor shall ensure that Contractor Personnel report suspected instances of child abuse and neglect according to the requirements of District law and the means prescribed in the Mandated Reporter Training. The Contractor must also ensure that its representative responsible for managing this contract takes the Mandated Reporter Training annually. Copies of all Mandated Reporter Training Certificates verifying Contractor Personnel have completed training must be provided to DCPS for record keeping. The Contractor must also maintain copies of such certificates for its internal records. At any time, DCPS reserves the right to request a copy of a Mandated Reporter Training completion certificate for ANY Contractor Personnel working in direct contact with DCPS students.

H.8 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records.

H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT – NOT APPLICABLE

H.9.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.9.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.9.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

- (a) Name;
- (b) Social Security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

- H.9.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.9.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.9.4 of this clause; or
 - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.9.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.9.6.
- H.9.6 The Contracting Officer may waive the provisions of section H.9.4 if the Contracting Officer finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
 - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.9.8.
- H.9.9 The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The Key Personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall notify DCPS within one week of any substitution of Contractor's Executive Director.

H.11 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

H.12 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 *et seq.*

H.13 WAY TO WORK AMENDMENT ACT OF 2006

H.13.1 Except as described in H.13.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, updated January 1, 2020 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.13.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.13.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.13.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.13.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.13.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.13.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.13.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

Section I

CONTRACT CLAUSES

I.1 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010, attached hereto as J.1.1 shall be applicable to the contract.

I.3 DRUG-FREE WORKPLACE**I.3.1 Definitions. As used in this provision.**

- (i) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- (ii) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- (iii) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- (iv) "Drug-free workplace" means a site for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (v) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- (vi) "Individual" means a Contractor that has no more than one employee including the Contractor.

I.3.2 The Contractor, if other than an individual, shall -within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -

I.3.2.1 Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

I.3.2.2 Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

I.3.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph I.3.2.1 of this clause;

I.3.2.4 Notify such employees in writing in the statement required by subparagraph I.3.2.1 of this clause that as a condition of continued employment on this contract, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

I.3.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision I.3.2.4 (ii) of this clause, from a Contractor employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

I.3.2.6 Within 30 calendar days after receiving notice under subdivision I.3.2.4 (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

I.3.2.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs I.3.2.1 through I.3.2.6 of this clause.

I.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

I.3.4 In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs I.3.2 or I.3.3 of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

I.4 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or students of the District of Columbia Public Schools shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.5 CONTRACTS THAT CROSS FISCAL YEARS

I.5.1 Continuation of this contract beyond the base year is subject to the availability of funds. The legal liability on the part of the District Government for the payment of any money shall not arise until such appropriation has been made.

I.5.2 If funds are not appropriated or otherwise made available for the continued performance in a subsequent option year, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge the District and the Contractor from costs of future performance of the contract, but not from the existing obligations.

The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs, authorized by the contracting officer, incurred but not amortized, in the price of the supplies or services delivered under the contract.

I.6 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, and the forms completed for the Equal Employment Opportunity Information Report, an award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.7 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. **The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.**
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
2. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
3. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, sexual/physical abuse and molestation liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Candace Butler, Chief Procurement Officer
 District of Columbia Public Schools
 Office of Contracts and Acquisitions
 1200 First Street, NE, 9th Floor
 Washington, DC 20002
 Email: candace.butler@k12.dc.gov

I.8 EQUAL EMPLOYMENT OPPORTUNITY

As required by the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, Contractor has completed the Equal Employment Opportunity Information Report forms.

I.9 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.10 ORDER OF PRECEDENCE

I.10.1 The following is a list of documents in the order of priority to resolve any conflicts or inconsistencies among the terms of this contract or in the terms of any attachments to this contract:

- a) The Negotiated Contract for Good and/or Services (pages 1-32)
- b) Standard Contract Provisions for use with District of Columbia Government Supply and Services Contract, dated July 2010 (Attachment J.1.1)
- c) Wages Determination No. 2015-4281, Revision 16, dated 4/23/20 (Attachment J.1.2)
- d) Contractor’s Revised Proposal, dated October 27, 2020 2020 (Attachment J.1.3)

I.11 TOTAL AGREEMENT OF THE PARTIES

This contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall not provide a basis for modifying or changing this written contract.

Section J

LIST OF ATTACHMENTS

J.1 DOCUMENTS INCORPORATED BY REFERENCE

No.	Title	Date	No. of Pages
J.1.1	Standard Contract Provisions for Use With the District of Columbia Supply and Services Contract [available via: https://ocp.dc.gov/node/568082]	July 2010	38
J.1.2	U.S Department of Labor Wage Determination No. 2015-4281, Revision 16	April 23, 2020	12
J.1.3	Contractor’s Revised Proposal (Base w/Options)	October 27, 2020	7
J.1.4	Way to Work Amendment Act of 2006 - Living Wage Notice	January 1, 2020	1
J.1.5	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	January 1, 2020	2



Teach For America



AmeriCorps

Services	Description of FY24 Services	Timeline of Services	Costs Associated	Total Cost
Corps Members Professional Development and Coaching: Regional Staff Support, External Facilitators and Instructional Coaches	<ul style="list-style-type: none"> Each Corps member will be supported by a TFA staff member (Two Managing Director, Leadership Development assigned to DCPS corps members) Monthly and quarterly professional development services such as All Corps Events (in-person and virtual) will be planned and executed for teachers; Quarterly classroom observations & debriefs conducted by each MDLD Facilitated by TFA staff and external facilitators 	October 2023-May 2024	20 CMs (\$1,400 per CM)	\$28,000
Corps Members and Alumni Teacher Candidate Recruitment and Selection: National Recruitment for Incoming Corps Members and Alumni	<ul style="list-style-type: none"> Four TFA staff members (MDLDs) will lead the program recruitment, confirmation, and matriculation process for incoming corps members MDLDs will oversee the hiring and onboarding support for incoming CMs One TFA staff member will lead the outreach and resume sharing for alumni educators 	October 2023-May 2024	1 cohort (\$1,400 per CM/Alumni) 20% of each MDLD's salary 15% of Associate, Alumni Partnerships salary	\$100,000

One Day, all children will have the opportunity to attain an equitable and excellent education.

<p>Corp Members Summer Training: Institute (teacher training) and Regional Induction</p>	<ul style="list-style-type: none"> • Ten-week national and regional preservice training (4 weeks are in-person hosted by DC charter school partners) • A TFA staff member (MDLD) will provide coaching and professional development to each corps member. 	<p>May 2024-July 2024</p>	<p>Preservice national and regional costs (including securing practicum sites, summer school materials, and external facilitators)</p> <p>10% of each MDLD's salary</p>	<p>\$72,000</p>
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2023-2024 Incoming Corps Member List

Aubrey	Ahern	CHEC
Gina	Elkin	Sousa MS
Isabel	Fajardo	Truesdell ES
Kendall	Owens	Walker Jones EC
Moses	Carter	CHEC
Rebekah	Morrison	JC Nalle
Stanley	Motley	Plummer ES
Sydney	Smith	Eastern HS
Anne	Erblich	Malcolm X ES
Yasmin	Teixeira	McFarland MS

Nora	Zich	Eastern HS
Erika	Knapp	Burrville ES
Jessica	Garcia	Powell ES
Kaysey	Boscico	CHEC
Saeed	Rege	Cardoza HS
Faith	Nordvick	Moten ES
Ejilayomi	Mimiko	Truesdell ES
Mohamed	Ahmed	Ida B Wells MS
Rachel	Adenan	Brookland MS
Iftu	Abdi	King ES
Palmer	Beldy	Wheatley EC

2023-2024 Alumni List

Stephanie	Storlie	Lafayette ES
Aliyah	Williams	Simon ES

