

Mayor's Office on Returning Citizen Affairs (MORCA)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
EXECUTIVE OFFICE OF THE MAYOR



Responses to Fiscal Year 2018 Performance Oversight Questions

Brian Ferguson
Director, Mayor's Office on Returning Citizen Affairs

Submission to
Committee on Facilities and Procurement
Chairperson Robert White
Council of the District of Columbia

February 14, 2019

John A. Wilson Building
1350 Pennsylvania Ave., NW
Washington, DC 20004

Mayor's Office on Returning Citizen Affairs (MORCA)

GENERAL QUESTIONS

1. Please provide the agency's mission statement.

ANSWER: As the District of Columbia's coordinating and advisory agency for reentry, MORCA removes barriers to reentry and empowers residents to break the cycle of recidivism by providing guided re-entry and ensuring that previously incarcerated people are connected to essential programs and services in areas such as employment, health, education, housing assistance, and social services.

2. Please list all statutory mandates with which the agency must comply, and the estimated cost for compliance with each mandate in FY 18 and FY 19, to date, and any mandates for which the agency lacks sufficient resources to fully implement.

ANSWER:

All below are mandated per: D.C. Code § 24–1302. Establishment of the Office on Returning Citizen Affairs.

- To establish a pilot program for FY19 to provide transportation subsidies to returning citizens, in the amount of \$60,000.
- Develop and maintain a database containing the name, location, and contact information for each DC resident in the Federal Bureau of Protections (BOP) to be released in six months; and contacting each district resident incarcerated in the BOP, expected to be released within the next six months. One additional FTE was added in FY19.
- To collect in detail available reentry resources for the district's returning citizens, and to facilitate the connection between the District's returning citizens and those resources. There is no additional cost associated with these actions.
- Advise the Mayor on reentry related matters; identify areas for service improvements and policy development and implementation for the Mayor by hosting symposia, and undertaking other projects. There is no additional cost associated with these actions.
- File an annual report on the operations of the Office. There is no additional cost associated with these actions.

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

ANSWER: We are required to submit an Annual Report.

4. Please describe any regulations promulgated by the agency in FY 18 or FY 19, to date, and the status of each.

ANSWER: No regulations were promulgated by the agency.

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5. Please explain the impact on your agency of any legislation passed at the local or federal level during FY 18 and FY 19, to date, which has significantly affected agency operations.

ANSWER: The Returning Citizen Opportunity to Succeed Amendment Act of 2017 requires MORCA to reach out to FBOP inmates six months out from release, provide those who have been released within the last 12 months with vital records and DMV related fee waivers. MORCA has kept abreast of legislation passed at the federal level to gauge impact on the agency.

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

ANSWER: MORCA measures the number of individuals that are currently receiving case management, workforce development, and individuals that are receiving assistance for their driver license/fee waivers, via an online tracking system. A report is ran weekly to ensure that individuals who are receiving MORCA services have been given a needs assessment.

7. Please provide a copy of your agency's FY 19 performance plan as submitted to the Office of the City Administrator.

ANSWER:

Objective 1: Continue proactive programming and services for returning citizens.

1. Assist Halfway House residents and others with social reintegration services that have returned to the District.
2. Provide 850 intake and assessment interviews.
3. Conduct 60 outreach events between DCDOC, FBOP and Halfway House residents to ensure that DC returning citizens are aware of programs and services available to them.

Objective 2: Identify pathways to the middle class through comprehensive programming.

1. Connect returning citizens to employment opportunities.
2. Provide gender-specific employment services to women.
3. Provide referrals to DCIA for CDL and other trainings.

Objective 3: Engage successful returning citizens to become community-change agents, equipping them with leadership training and trauma awareness.

1. Provide returning citizens (from BOP) with assistance in receiving a non-driver identification card, learner permit and driver license.
2. Increase online presence with weekly social media posts, website enhancements with related news articles and upcoming community events/activities.

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8. Please provide a copy of the agency's FY 18 performance plan. Please explain which performance plan objectives were completed in FY 18 and whether they were completed on time and within budget. If they were not, please provide an explanation.

ANSWER:

Objective 1: Continue proactive programming and services for returning citizens.

1. Assist Halfway House residents with social reintegration services that have returned to the District. (Completed)
2. Provide 700 intake and assessment interviews. (58% completed; FY18 was the first year MORCA had case management, during first quarter of FY18 two case managers were on boarded and created a needs assessment for MORCA constituents. In second quarter MORCA was down to one case manager and worked diligently to back fill the vacant position which was filled at the beginning of third quarter.)
3. Ensure returning citizens have access and awareness of agencies programs/services. (Completed)
4. Conduct 45 outreach events between DCDOC, FBOP and Halfway House residents to ensure that DC returning citizens are aware of programs and services available to them. (Completed)

Objective 2: Identify pathways to the middle class through comprehensive programming.

1. Connect returning citizens to employment opportunities. (Completed)
2. Provide gender-specific employment services to women. (Completed)
3. Provide referrals to DPW for CDL training. (Completed)

Objective 3: Engage successful returning citizens to become community-change agents, equipping them with leadership training and trauma awareness.

1. Provide returning citizens with assistance in receiving a non-driver identification card. (Completed)
2. Increase online presence with weekly social media posts, website enhancements with related news articles and upcoming community events/activities. (Completed)

9. Please describe any initiatives or programs that the agency implemented in FY 18 and FY 19, to date, to improve the internal operations of the agency or the interaction of the agency with outside parties. Please describe the funding required and the results, or expected results, of each initiative.

ANSWER: In FY18 and FY19, to date MORCA has implemented strategies to better collect information to assist constituents. Electronic registration, electronic sign-in, and data verification with each constituent that registers has been implemented to ensure that we are capturing accurate information. Additionally, during the second quarter of FY19 MORCA will start an electronic survey to ensure we are capturing satisfaction and recommendations of those we serve.

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10. What are the agency's top five priorities? Please explain how the agency expects to address these priorities in FY 19.

ANSWER:

- Expand MORCA's outreach efforts to ensure a higher proportion of individuals in the District are aware of and making use of MORCA's services.
 - MORCA will expand beyond DCDOC and Halfway Houses for connection to returning citizens. It will conduct additional outreach at transitional houses, community based organized and attend more community events that target underserved populations.
- Continue to build the capacity of MORCA's case management program to provide high-quality needs assessments, reentry plans, service connections, and continued care to Returning Citizens.
 - Streamlining the internal referral process to case management.
- Strengthen MORCA's ability to connect Returning Citizens to their most critical needs of obtaining vital records, housing and employment.
 - Ensuring that MORCA has dedicated staff at all times that can assist and provide assistance with vital records, housing and employment. This requires cross training of staff.
- Expand MORCA's communication efforts to ensure that key stakeholders are aware of MORCA's activities and service offerings.
 - Include updates of the office successes in the monthly newsletter. March newsletter will include data that highlights different MORCA programs.
- Commit to internal practices of continual evaluation and improvement.
 - Director and Director of Operations will meet quarterly to review the data from the previous quarter to identify weaknesses and strengths of the different programs ran by MORCA.

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

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ANSWER:

MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS



Information as of January 28th, 2019

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

ANSWER: The Mayor's Office on Returning Citizen Affairs (MORCA) provides useful information for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons may thrive, prosper and contribute to the social, political, and economic development of self, family, and community.

| | Director of Operations | Community Services Engagement Specialist | Staff Assistant | Case Managers |
|------------------|--|---|--|--|
| Responsibilities | 1. Provide day-to-day implementation directives to all staff 2. Oversee all social media platforms and website 3. Develop agency strategic plans and work plans including evaluating operations and functions 4. Developing and implementing new procedures and policies, assessing staffing needs, analyzing financial and operations data | 1. Direct initiatives related to family reunification 2. Facilitate outreach initiatives for incarcerated women 3. Engage female returning citizens at Halfway Houses 4. Identify the services currently available to the returning citizen community. | 1. Scheduling for Director and Director of Operations 2. Prepare monthly schedule for community space 3. Oversee DHS/DMV non-driver ID program 4. Purchase all office supplies and reconcile all invoices | 1. Provide connection to District services and resources 2. Coordinate and work with constituents to identify a career pathway and primary or supplemental training 3. Refer constituents to partner agencies to provide direct service delivery 4. Maintain contact with constituents based upon their risk/need |

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

ANSWER: In FY19 MORCA hired an additional outreach specialist to focus specifically on FBOP outreach.

12. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate if the position must be filled to comply with federal or local law.

ANSWER:

| Title | Name | Hire Date | Vac Stat | Grade | Step | Salary | F/P Time | Reg/Term p/Term |
|--------------------------------|-----------------------|-----------|----------|-------|------|---------------|----------|-----------------|
| Outreach & Service Specialist | McNeal, Christopher | 9/24/2018 | F | 5 | 0 | \$ 63,566.86 | F | Reg |
| Staff Assistant | Carpenter, Astin | 10/3/2016 | F | | 2 | \$ 54,105.90 | F | Reg |
| Director | Ferguson, Brian | 1/26/2015 | F | E1 | 0 | \$ 109,834.98 | F | Reg |
| Community Services Program Ass | Jackson, Alicia D. | 2/16/2016 | F | 8 | 9 | \$ 56,556.00 | F | Term |
| Director of Operations | Martinez, Gloria | 4/18/2016 | F | 5 | 0 | \$ 78,490.33 | F | Reg |
| Case Manager | Shepherd, Charles | 5/16/2018 | F | 5 | 0 | \$ 70,337.67 | F | Reg |
| Case Manager | Boston, Joyce Nickole | 10/1/2017 | F | 5 | 0 | \$ 70,337.67 | F | Reg |
| Outreach & Service Specialist | Petersen IV, Frank E | 9/17/2018 | F | | 0 | \$ 63,566.86 | F | Reg |

13. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

ANSWER: No employee is detailed to or from MORCA.

14. Please provide the Committee with:

a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY 18 and FY 19, to date;

ANSWER:

| Names | |
|-----------------|--------------------|
| Brian Ferguson | Joyce Boston |
| Gloria Martinez | Charles Shepherd |
| Astin Carpenter | Christopher McNeal |

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Alicia Jackson

Frank Petersen

b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 18 and FY 19, to date;

ANSWER: MORCA does not own, lease, or otherwise utilize any vehicles.

c. A list of travel expenses, arranged by employee for FY 18 and FY 19, to date, including justification for travel;

ANSWER: Frank Petersen: North Carolina, FBOP Outreach Trip; Brian Ferguson, Chicago, Reentry Resource Center similar to the proposed Ready Center. Brian Ferguson to speak at the national pro bono institute around the function of MORCA and the innovative programming was doing in partnership with law firms.

d. A list of total workers' compensation payments paid in FY 18 and FY 19, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

ANSWER: MORCA had no workers' compensation claims/payments in FY18 or FY19.

15. Please separately list each employee whose salary was \$100,000 or more in FY 18 and FY 19, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.

ANSWER:

| Posn Nbr | Title | Name | Hire Date | Vac Stat | Grade | Step | Salary | PCA | Prgm Code | Activity | F/P Time | Reg/Term |
|----------|----------|-----------------|-----------|----------|-------|------|----------------|-------|-----------|----------|----------|----------|
| 00091375 | Director | Ferguson, Brian | 1/26/2015 | F | E1 | | 0 \$109,834.98 | 50080 | 5008 | 5008 | F | Reg |

16. Please list in descending order the top 25 overtime earners in your agency in FY 18 and FY 19, to date, if applicable. For each state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.

ANSWER: MORCA had no overtime processed in FY18 and FY19 to date.

17. For FY 18 and FY 19, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

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ANSWER: MORCA granted no bonuses, special pay or separation pay in FY18 and FY19 to date.

18. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and its anticipate completion.

ANSWER: MORCA does not have any collective bargaining agreements in effect.

19. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.

ANSWER:

| Name | Training | Location | Status |
|------------------|--------------------------------|-----------------|---------------|
| Astin Carpenter | Art of Time Management | DCHR | Registered |
| Astin Carpenter | Quality Customer Care | DCHR | Registered |
| Astin Carpenter | Leadership Skills Non-Managers | DCHR | Registered |
| Frank Petersen | Work Life Effectiveness | DCHR | Registered |
| Frank Petersen | Person-Centered Thinking | DCHR | Registered |
| Frank Petersen | Understanding Stress | DCHR | Registered |
| Joyce Boston | Communicating Non-Defensively | DCHR | Registered |
| Joyce Boston | Work Life Effectiveness | DCHR | Registered |
| Joyce Boston | Emotional Intelligence | DCHR | Registered |
| Gloria Martinez | Change Management | DCHR | Registered |
| Gloria Martinez | Project Management Essentials | DCHR | Registered |
| Charles Shepherd | Managing Up | DCHR | Registered |
| Charles Shepherd | Understanding Stress | DCHR | Registered |
| Charles Shepherd | Excel 2010- Level 1 | DCHR | Registered |

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| | | | |
|--------------------|---------------------------|-------|------------|
| Christopher McNeal | Excel 2010- Level 1 | DCHR | Registered |
| Christopher McNeal | Quality Customer Care | DCHR | Registered |
| Christopher McNeal | Microsoft PowerPoint 2010 | DCHR | Registered |
| Alicia Jackson | Language Access | DCHR | Registered |
| Alicia Jackson | Presentation Skills 101 | DCHR | Registered |
| Alicia Jackson | Ready, Set, Goal | DCHR | Registered |
| ALL STAFF | Myers Briggs | MORCA | Registered |

20. Does the agency conduct annual performance evaluations of all its employees? Who conducts such evaluations? What steps are taken to ensure that all agency employees are meeting individual job requirements?

ANSWER: Yes, the Director of Operations conducts performance evaluations for the employees. SMART Goals are established at the beginning of the fiscal year for employees, and successful performance is measured based off those goals at the end of the fiscal year.

21. Please provide the mean and median years of service for agency employees. Please also describe what strategies the agency is using to improve employee retention.

ANSWER: The mean years of service for agency employees are one year and six months; the median is one year and one month of service. MORCA's retention strategies include allowing for individual growth within the organization and providing access to trainings and supports.

22. For FY 18 and FY 19, to date, what was the total agency cost for mobile communications and devices, including equipment and service plans?

ANSWER:

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| Email Address | Vendor | Service Type | Device type | FY18 | FY19 |
|---------------------------|---------|--------------|--------------------|-------------|-------------|
| Brian.Ferguson@dc.gov | AT&T | Cellular | iPhone 6 Plus 16GB | \$ 599.24 | \$ 150.36 |
| gloria.martinez@dc.gov | AT&T | Cellular | iPhone 6s 32GB | \$ 591.78 | \$ 150.36 |
| alicia.jackson2@dc.gov | AT&T | Cellular | iPhone 7 | \$ 844.42 | \$ 150.36 |
| astin.carpenter@dc.gov | AT&T | Cellular | iPhone 7 32 gb | \$ 591.66 | \$ 150.36 |
| frank.petersen@dc.gov | Verizon | Cellular | iPhone 7 32 gb | \$ 581.28 | \$ 166.73 |
| christopher.mcneal@dc.gov | AT&T | Cellular | iPhone 7 32 gb | \$ 150.02 | \$ 150.36 |
| joyce.boston@dc.gov | AT&T | Cellular | iPhone 7 32 gb | \$ 287.32 | \$ 141.45 |
| charles.shepherd@dc.gov | AT&T | Cellular | iPhone 7 32 gb | \$ 298.40 | \$ 150.36 |
| monte.pollard@dc.gov | AT&T | Cellular | iPhone 7 32 gb | \$ 440.37 | |
| Brian.Ferguson@dc.gov | Verizon | Tablet | Ipad Pro.12.9 | \$ 360.12 | \$ 90.03 |
| gloria.martinez@dc.gov | Verizon | Tablet | Ipad Pro.12.9 | \$ 360.12 | \$ 90.03 |
| | | | | | |
| | | Total | | \$ 5,104.73 | \$ 1,390.40 |

23. For FY 18 and FY 19, to date, please list all intra-District transfers to or from the agency.

ANSWER:

| Grant | Amount | Purpose |
|----------|-----------|--|
| SNAP E&T | \$150,000 | Expand upon the SNAP E&T by providing resources and job placement to service up to 100 eligible SNAP E&T customers who are returning citizens that are registered and participating in MORCA programs. |

24. For FY 18 and FY 19, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

ANSWER: MORCA did not maintain, use, or have available to use, any special purpose revenue funds.

- The revenue source name and code;
- The source of funding;
- A description of the program that generates the funds;
- The amount of funds generated by each source or program;
- Expenditures of funds, including the purpose of each expenditure;
- The current fund balance.

25. For FY 18 and FY 19, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

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ANSWER: Please see attachment.

26. Please list all memorandum of understanding ("MOU") entered into by your agency during FY 18 and FY 19, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

ANSWER: Please see attached MOUs.

27. Please list the ways, other than MOU, in which the agency collaborated with analogous agencies in other jurisdictions, with federal agencies, or with non-governmental organizations in FY 18 and FY 19, to date.

ANSWER: MORCA partners with CIC (federally established agency), to identify issues and concerns faced by DC residents incarcerated in the FBOP, Halfway Houses, and DC Jail, and we host them for holiday card writing where we send thousands of holiday cards to DC residents in the FBOP. MORCA partners with CSOSA (federal agency), to conduct videoconferences for inmates in the FBOP. CSOSA also partners with MORCA to provide reentry guidance to all recent returned citizens under CSOSA supervision. MORCA partners with CJCC (federally established agency), co-chairs CJCC reentry steering committee where the districts reentry agencies and organizations meet to identify issues and policy solutions. MORCA partners with the RAN (and various community based organizations) to help coordinate their services for returning citizens and to connect returning citizens to those services. MORCA partners with MBI specifically works with in-office mental health and substance abuse services to MORCA constituents. MORCA partners with CCE (non-profit), to identify and develop policy solutions for reentry in the district.

28. Please list and provide an update on all open capital projects and capital projects in the financial plan under the agency's purview, including the amount budgeted, actual dollars spent, and any remaining balances. In addition, please provide:

ANSWER: MORCA has no capital projects

a. A description of whether the capital projects begun, in progress, or concluded in FY 17, FY 18, or FY 19, to date, had an impact on the operating budget of the agency. If so, please provide an accounting of such impact.

b. A description of any projects which are experiencing delays or which require additional funding.

29. Please provide a table showing your agency's Council-approved budget, revised, budget (after reprogrammings, etc.) and actual spending, by program, activity, and funding source for

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FY 18 and the first quarter of FY 19. Please detail any over- or under-spending and if the agency had any federal funds that lapsed.

ANSWER:

| OFFICE ON RETURNING CITIZEN AFFAIRS - 5008 | | | | | | | | |
|--|---|-------------|-------------------------|------------------------|----------------------|-------------------------|------------------------|----------------------|
| GAAP Category Title | Comp Source Group | Comp Object | FY 2018 Approved Budget | FY 2018 Revised Budget | FY 2018 Expenditures | FY 2019 Approved Budget | FY 2019 Revised Budget | FY 2019 Expenditures |
| NON-PERSONNEL SERVICES | 0020 0 SUPPLIES AND MATERIALS | 0201 | 15,686 | 15,686 | 1,585 | 15,686 | 15,686 | 0 |
| | 0031 0 TELECOMMUNICATIONS | 0308 | 0 | 0 | 751 | 0 | 0 | 0 |
| | 0040 0 OTHER SERVICES AND CHARGES | 0405 | 0 | 0 | 7,266 | 0 | 0 | 0 |
| | | 0408 | 142,300 | 142,300 | 70,086 | 102,300 | 102,300 | 0 |
| PERSONNEL SERVICES | 0011 0 REGULAR PAY - CONT FULL TIME | 0111 | 518,433 | 518,433 | 406,364 | 545,680 | 545,680 | 159,112 |
| | 0012 0 REGULAR PAY - OTHER | 0121 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0125 | 0 | 0 | 12,670 | 49,487 | 49,487 | 15,898 |
| | 0013 0 ADDITIONAL GROSS PAY | 0134 | 0 | 0 | 2,079 | 0 | 0 | 0 |
| | | 0135 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0014 0 FRINGE BENEFITS - CURR PERSONNEL | 0141 | 0 | 0 | 170 | 0 | 0 | 70 |
| | | 0142 | 0 | 0 | 35,690 | 0 | 0 | 10,118 |
| | | 0147 | 114,206 | 114,206 | 1,841 | 125,804 | 125,804 | 0 |
| | | 0148 | 0 | 0 | 20,037 | 0 | 0 | 10,566 |
| | | 0154 | 0 | 0 | 382 | 0 | 0 | 140 |
| | | 0155 | 0 | 0 | 1,174 | 0 | 0 | 417 |
| | | 0158 | 0 | 0 | 6,032 | 0 | 0 | 2,471 |
| | | 0159 | 0 | 0 | 15,596 | 0 | 0 | 5,960 |
| | | 0161 | 0 | 0 | 1,861 | 0 | 0 | 557 |
| Total Local | | | 790,625 | 790,625 | 583,584 | 838,957 | 838,957 | 205,308 |
| NON-PERSONNEL SERVICES | 0020 0 SUPPLIES AND MATERIALS | 0201 | 0 | 16,000 | 10,528 | 0 | 0 | 0 |
| | 0031 0 TELECOMMUNICATIONS | 0308 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0040 0 OTHER SERVICES AND CHARGES | 0408 | 0 | 4,662 | 17,715 | 0 | 0 | 0 |
| | | 0410 | 0 | 22,500 | 0 | 0 | 0 | 0 |
| | 0070 0 EQUIPMENT & EQUIPMENT RENTAL | 0702 | 0 | 1,440 | 1,440 | 0 | 0 | 0 |
| PERSONNEL SERVICES | 0011 0 REGULAR PAY - CONT FULL TIME | 0111 | 0 | 0 | 26,484 | 0 | 0 | 10,002 |
| | 0012 0 REGULAR PAY - OTHER | 0121 | 0 | 49,600 | 0 | 0 | 0 | 0 |
| | | 0125 | 0 | 0 | 53,056 | 0 | 0 | 1,766 |
| | 0013 0 ADDITIONAL GROSS PAY | 0134 | 0 | 0 | 109 | 0 | 0 | 0 |
| | 0014 0 FRINGE BENEFITS - CURR PERSONNEL | 0141 | 0 | 0 | 6 | 0 | 0 | 5 |
| | | 0142 | 0 | 0 | 1,533 | 0 | 0 | 1,052 |
| | | 0147 | 0 | 22,198 | 3,835 | 0 | 0 | 0 |
| | | 0148 | 0 | 0 | 794 | 0 | 0 | 705 |
| | | 0154 | 0 | 0 | 13 | 0 | 0 | 10 |
| | | 0155 | 0 | 0 | 39 | 0 | 0 | 29 |
| | | 0158 | 0 | 0 | 186 | 0 | 0 | 165 |
| | | 0159 | 0 | 0 | 581 | 0 | 0 | 537 |
| | | 0161 | 0 | 0 | 80 | 0 | 0 | 56 |
| Total Intra-District | | | 0 | 116,400 | 116,400 | | | 14,327 |

30. Please provide a list of all budget enhancement requests (including capital improvement needs) made for FY 18, FY 19, or FY 20. For each, include a description of the need and the amount of funding requested.

ANSWER: MORCA works with the Mayor's Office of Budget and Performance and the Mayor's Office of Community Affairs to develop our budget. The budget submitted each year by Mayor Bowser reflects those efforts. The FY20 budget will be introduced by Mayor Bowser on March 20, 2019.

31. Please list, in chronological order, each reprogramming in FY 18 and FY 19, to date, that impacted the agency including those that moved funds into the agency, out of the agency, and within the agency. Include revised, final budget for your agency after the reprogrammings for FY 18 and FY 19, to date. For each reprogramming, list the date, amount, rationale, and reprogramming number.

ANSWER: MORCA has not sent or received reprogrammed funds in FY18 or FY19.

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32. Please list each grant or sub-grant received by your agency in FY 18 and FY 19, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

ANSWER:

| Grant | Amount | Purpose |
|----------|-----------|--|
| SNAP E&T | \$150,000 | Expand upon the SNAP E&T by providing resources and job placement to service up to 100 eligible SNAP E&T customers who are returning citizens that are registered and participating in MORCA programs. |

33. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

ANSWER: No FTEs are dependent on the grant.

34. Please list each contract, procurement, and lease entered into, extended, and option years exercised by your agency during FY 18 and FY 19, to date. For each contract, please provide the following information where applicable:

ANSWER: Please see attached

- a. The name of the contracting party;
- b. The nature of the contract, including the end product or service;
- c. The dollar amount of the contract, including amount budgeted and amount actually spent;
- d. The term of the contract;
- e. Whether the contract was competitively bid;
- f. The name of the agency's contract monitor and the results of any monitoring activity;
- g. The funding source.

35. What is your agency's current adjusted expendable budget for CBE agency compliance purposes, how much has been spent with SBEs or CBEs, and what percent of the agency's current adjusted expendable budget has been spent with SBEs or CBEs?

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ANSWER: SBE expenditures and expendable budgets are calculated for the entire Executive Office of the Mayor, not broken down by office or division. Thus, a breakdown for MORCA, specifically, cannot be provided.

36. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or will result in a change in agency practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success. For those identified, please include an explanation about the issue involved in each case.

ANSWER: MORCA has no pending lawsuits.

37. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY 18 or FY 19, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).

ANSWER: MORCA has no settlements.

38. Please list the administrative complaints or grievances that the agency received in FY 18 and FY 19, to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to the agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 18 or FY 19, to date, describe the resolution.

ANSWER: MORCA has received no administrative complaints or grievances in FY18 or FY19 to date.

39. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any sexual harassment allegations received by the agency in FY 18 and FY 19, to date, whether or not those allegations were resolved.

ANSWER: MORCA follows EOM procedures for investigating allegations of sexual harassment or misconduct. MORCA had no allegations in FY18, and have none so far in FY19.

40. Please list and describe any spending pressures the agency experienced in FY 18 and any anticipated spending pressures for the remainder of FY 19. Include a description of the pressure

Mayor's Office on Returning Citizen Affairs (MORCA)

and the estimated amount. If the spending pressure was in FY 18, describe how it was resolved, and if the spending pressure is in FY 19, describe any proposed solutions.

ANSWER: MORCA had no spending pressures in FY18 or FY19.

41. Please provide the number of FOIA requests for FY 18, and FY 19, to date, that were submitted to your agency. Include the number granted, partially granted, denied and pending. In addition, please provide the average response time, the estimate number of FTEs required to process requests, the estimated number of hours spend responding to these requests, and the cost of compliance.

ANSWER: No FOIA requests were submitted to MORCA for FY18 or currently in FY19.

42. Please identify all electronic databases maintained by your agency, including the following:

ANSWER:

- MORCA uses a contact management system to track our constituents. This system tracks information on resident demographics, MORCA visits, and services rendered.
- MORCA uses software within the scope of the MOU established with DOC to provide coordinated (interagency) case management.
- a. Identification of persons who have access to each system, and whether the public can be granted access to all or part of each system.

ANSWER: MORCA staff has access to the software system. The public does not have access to the system.

43. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency that were completed during FY 18 and FY 19, to date.

ANSWER: MORCA did not have any investigations, audits, or reports completed in FY18 and FY19 to date.

44. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or contracted for during FY 18 and FY 19, to date. Please state the status and purpose of each. Please submit a hard copy to the Committee if the study, research paper, report, or analysis is complete.

ANSWER: MORCA engaged with a contractor in a Comprehensive Strategic Planning process in FY18. MORCA is reviewing the draft Comprehensive Strategic Plan with EOM.

Mayor's Office on Returning Citizen Affairs (MORCA)

45. If there are any boards, commissions, or similar entities associate with your agency, please provide a chart listing the names, confirmation dates, terms, wards of residence, and attendance of each member. Include any vacancies. Please also attach agendas and minutes of each meeting in FY 18 and FY 19, to date, if minutes were prepared. Please inform the Committee if the entity did not convene during any month.

ANSWER:

| BOARD OR COMMISSION - B or C | First Name | Middle Name | Last Name | Appointment Status | Term end | Ward of Residence | Seat Designation (specific role) |
|---|----------------------|--------------------|-------------------|---|-----------------|--------------------------|---|
| Commission on Re-Entry and Returning Citizen Affairs | James | | Berry, Jr. | Active / filled seat | 8/4/2020 | Ward 4 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | Leon | | Fields | Active / filled seat | 8/4/2020 | Ward 4 | Public Member |
| Commission on Re-Entry and Returning Citizen Affairs | Clarence | | Johnson | Active / filled seat | 8/4/2019 | Ward 8 | Public Member |
| Commission on Re-Entry and Returning Citizen Affairs | Corwin | | Knight | Active / filled seat | 8/4/2019 | Ward 8 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | John Peterbug | | Matthews | New member appointment in progress | 8/4/2021 | Ward 6 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | Larry | | Moon | New member appointment in progress | 8/4/2020 | Ward 7 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | Tanisha | | Murden | Active / filled seat | 8/4/2019 | Ward 6 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | Nicole | | Porter | Active / filled seat | 8/4/2019 | Ward 4 | Public member |

Mayor's Office on Returning Citizen Affairs (MORCA)

| | | | | | | | |
|--|---------|----|------------|----------------------|----------|-------------------|---------------|
| Commission on Re-Entry and Returning Citizen Affairs | Paula | | Thompson | Active / filled seat | 8/4/2019 | Maryland Resident | Public Member |
| Commission on Re-Entry and Returning Citizen Affairs | Decarlo | F. | Washington | Active / filled seat | 8/4/2019 | Ward 7 | Public member |
| Commission on Re-Entry and Returning Citizen Affairs | Eric | | Weaver | Active / filled seat | 8/4/2019 | Ward 8 | Public member |

46. Please list the task forces or other organizations of which the agency is a member.

ANSWER: The DC Re-entry Task Force; The Re-entry Action Network (RAN); CJCC Reentry Steering Committee; CJCC Principals Group.

SERVICE DELIVERY TO RETURNING CITIZENS

47. What is the current estimated population of returning citizens in the District of Columbia? How many returning citizens are estimated to return from incarceration each year?

ANSWER: 1,800-2,100 individuals return to the district annually from the BOP; the last formal count of the total returning citizen population in the district was 68,000.

48. Of the returning citizens estimated to return from incarceration to the District of Columbia each year, how many have experienced incarceration on more than one prior occasion? On more than five prior occasions?

ANSWER: MORCA does not collect this information. The incarceration information collected by MORCA includes the duration and most recent date of incarceration for registered constituents.

49. How many returning citizens did the Office serve in FY 18 and FY 19, to date?

ANSWER: 2,092 returning citizens have been registered in FY18 and FY19 to date.

Mayor's Office on Returning Citizen Affairs (MORCA)

50. How many returning citizens have received comprehensive needs assessments and case plans from the Office in FY 18 and FY 19, to date?

ANSWER: 795 individuals have received comprehensive needs assessments and have received case plans.

51. How many referrals of returning citizens to outside programs or agencies were made by the Office in FY 18 and FY 19, to date? Please provide a breakdown of the number of referrals by program or agency.

ANSWER:

| Case Management Referrals | |
|--|---------------|
| Program | Number |
| Housing | 305 |
| Disability | 79 |
| Legal Support | 135 |
| Employment | 375 |
| Substance Abuse and Recovery Support | 89 |
| Behavioral Health/Counseling Services | 135 |
| Education | 90 |
| Community Support | 445 |
| Specific Populations | 16 |

Mayor's Office on Returning Citizen Affairs (MORCA)

52. Does the Mayor's Office on Returning Citizen Affairs currently refer clients to Project Empowerment? If so, how many were referred in FY 18 and FY 19, to date? If not, why not?

ANSWER: In FY18 and FY19 to date, 47 individuals have been referred to Project Empowerment. In FY19 we are making greater strides for referral because it works in conjunction with the travel subsidy.

53. How many job fairs has the Office hosted in FY 18 and FY 19, to date? How many clients have received employment from these job fairs?

ANSWER: Five mini jobs fairs have been held between FY18 and FY19, to date. 111 individuals were interviewed and 54 were ultimately hired with DPW (Leaf Season).

54. Does the Office conduct a survey of returning citizens who engage with the Office? If so, please provide a copy of the results of any survey conducted. If not, please explain the Office's strategy for evaluating the success of the agency's engagement with returning citizens.

ANSWER: MORCA is in the process of drafting an electronic survey that will be included in the newsletters. The expected launch of the electronic survey will be March 1, 2019.

55. Please provide an update on, and a schedule for completion of, the Office's comprehensive strategic plan. Please identify any anticipated challenges, delays, or funding needs that may place the completion of the strategic plan at risk.

ANSWER: Please refer to question #44.

56. Please describe any volunteer opportunities offered by the Office to members of the public to support the duties and responsibilities of the office.

ANSWER: MORCA welcomes community members to volunteer and assist with the resume writing and computer lab assistance.

57. Please list any fundraising efforts undertaken by the Office to supplement its budget, and any private resources received as a result of those efforts.

ANSWER: MORCA currently does not engage in fundraising efforts.

58. Please describe the status of the transportation subsidy stipend program established for Fiscal Year 2019. How much has been expended by the program in FY 2019, to date? How do

Mayor's Office on Returning Citizen Affairs (MORCA)

returning citizens apply for assistance from the program and what is the process for receiving assistance? What are the limitations of the program?

ANSWER: By the date of the oversight hearing we estimate that 90 individuals will have been given assistance through the transportation subsidy stipend. Individuals must come to MORCA first and be registered before they are referred to the Department of Employment Services to register for DSI and receive the SmartTrip cards. The limitation to this program is that it was allocated for 200 individuals and MORCA services over 2,000 constituents annually.

59. Does the Office currently maintain a database containing the name, location of incarceration, and contact information for each District resident incarcerated by the Federal Bureau of Prisons who is expected to be released within 6 months? If not, why not? What steps must be taken to create this database?

ANSWER: MORCA currently does not have a database. The Federal Bureau of Prisons would need to grant MORCA access to this information in order for a database to be created. This would allow the office the ability to track and forecast how many individuals would be coming home within six months.

60. Does the Office currently contact each District resident incarcerated by the Federal Bureau of Prisons who is expected to be released within the next 6 months? If so, please describe any information provided during that communication. If not, please explain why not and what steps must be taken to make these contacts.

ANSWER: MORCA currently does not have access to each District resident incarcerated by the Federal Bureau of Prisons. As a workaround MORCA currently contacts facilities that have DC inmates and requests that the reentry coordinators provide inmates with information about MORCA. Several individuals from these contacts have reached out to MORCA directly.

61. Please describe the availability of fee waivers for vital documents for returning citizens. How are returning citizens made aware of the availability of fee waivers? How do returning citizens apply for assistance and what is the process for receiving assistance? How much has been expended on fee waivers in FY 19, to date?

ANSWER: During outreach to halfway houses, DOC and FBOP individuals are made aware of the fee waiver. Information about the fee waiver can also be found on the MORCA website. When individuals come to MORCA for the fee waiver they meet with a MORCA staff member to provide them with proper documentation and receive the fee waiver in return for either vital records or the DMV. To date MORCA has issued 158 fee waivers.

Mayor's Office on Returning Citizen Affairs (MORCA)

62. Does the Office currently issue certificates of good standing to persons previously convicted of a crime in the District of Columbia pursuant to D.C. Code § 24-1304? If not, why not?

ANSWER: MORCA has not issued any certificates of good standing. MORCA leadership is reviewing the legislation to determine the best way to implement the certificate of good standing.

63. Please describe any programs that the Office offered in FY 18 or FY 19, to date, that are specifically targeted toward female returning citizens, including how many women participated in each program.

ANSWER: In FY18 and FY19 MORCA hosted the Annual Women's Reentry Conference that identified and catered to the needs of women returning citizens. Over 200 women have attended this event.

64. Please provide the number of individuals that the Office helped register to vote in FY 18 and FY 19, to date.

ANSWER: In FY18 and FY19, to date MORCA has registered 2,270 individuals.

65. Please provide the number of individuals that received CDL training from the office in FY 18 and FY 19, to date.

ANSWER: In FY18 and FY19, to date 178 individuals have completed CDL training.

66. Please describe any available services or supports to assist returning citizens with entrepreneurship. How many returning citizens took advantage of each opportunity in FY 18 and FY 19, to date.

ANSWER:

The ASPIRE Entrepreneurship program, under DSLBD, which graduated its 50th participant in FY18.

The Georgetown Pivot Program: In FY19, 18 returning citizens in the first cohort.

67. Please provide the number of senior returning citizens that have been identified and referred to the District of Columbia Office on Aging and the District of Columbia Housing Authority to receive a Local Rent Supplement Program tenant-based voucher.

ANSWER: None

Mayor's Office on Returning Citizen Affairs (MORCA)

68. Please provide an update on the Office's efforts to create or procure a mobile application to support re-entry. What is the estimated cost to create a mobile application? What is the schedule for implementation?

ANSWER: MORCA leadership is reviewing potential partners and estimated costs for the creation of a mobile application. However, no viable options currently exist.

69. Please list all outside agencies or organizational partners that currently have regular office hours at the Office, the services provided by each, and the hours they are available.

ANSWER:

- DC Department on Disability Services- The 1st and 3rd Tuesday of every month (10:00 AM – 3:00 PM); representative completes intake for individuals that are in need of disability services.
- MBI Health Services- Monday- Friday, (10:00 AM – 4:00 PM); representative completes intake for individuals that are in need of mental health services.

70. Please list, for FY 18 and FY 19, to date, any visits that the Office has made to corrections facilities.

ANSWER:

| Facility | |
|---|------------|
| DOC Women's Unit Outreach | 10/6/2017 |
| DOC-CTF Outreach (RSET) | 10/13/2017 |
| Jessup Correctional Reentry Fair | 10/24/2017 |
| DOC Women's Unit Outreach | 10/27/2017 |
| Petersburg Correctional Facility | 11/8/2017 |
| DOC-CTF Outreach (Reentry men) (RSET) | 12/1/2017 |
| DOC-CTF Outreach (Reentry & RSAT Women) | 12/8/2017 |
| DC DOC Town Hall Meeting | 12/15/2017 |
| DOC-CTF Outreach (Reentry & RSAT Men) | 1/5/2018 |
| DOC-CTF Outreach (Reentry men) (RSET) | 2/2/2018 |
| DOC-CTF Outreach (RSAT & Reentry Women) | 2/9/2018 |

Mayor's Office on Returning Citizen Affairs (MORCA)

| | |
|---|------------|
| DC-CTF Outreach (Ree-entry & DOES Men) | 2/16/2018 |
| DC-CTF Outreach (Re-entry & DOES Men) | 2/23/2018 |
| DC-CTF Outreach (RSAT & Re-entry Women) | 3/9/2018 |
| DOC-CTF Outreach (Reentry men) (RSET) | 3/2/2018 |
| Cumberland Federal Correctional Institution | 3/22/2018 |
| Young Men Emerging | 4/30/2018 |
| VA Department of Corrections Resource Fair | 5/2/2018 |
| Cumberland Federal Correctional Institution Mock Job Fair | 05/09/2018 |
| Federal Bureau of Prison Resource Fair | 5/15/2018 |
| DOC CTF Outreach | 5/18/2018 |
| DC CTF Outreach | 5/25/2018 |
| DC CTF Outreach | 6/1/2018 |
| Federal Bureau of Prison Resource Fair | 6/6/2018 |
| DC CTF Outreach | 6/15/2018 |
| DC DOC CTF Outreach | 6/22/2018 |
| DC DOC CTF Outreach | 6/29/2018 |
| DC DOC CTF Outreach | 7/6/2018 |
| DOC CTF Outreach | 7/18/2018 |
| Federal Bureau of Prison Resource Fair | 7/19/2018 |
| DOC CTF Outreach | 7/20/2018 |
| DOC CTF Outreach | 8/3/2018 |
| DOC CTF Outreach | 8/17/2018 |
| DC DOC Outreach | 8/24/2018 |
| CTF Resource Fair | 9/11/2018 |

Mayor's Office on Returning Citizen Affairs (MORCA)

| | |
|---------------------------------------|------------|
| DC DOC Outreach | 9/21/2018 |
| DCDOC Outreach | 10/5/2018 |
| Hope Foundation Reentry Expo | 10/12/2018 |
| Petersburg Medium | 11/7/2018 |
| DCDOC Outreach | 11/9/2018 |
| DCDOC Outreach | 11/21/2018 |
| DCDOC Outreach | 12/4/2018 |
| Petersburg Medium | 12/5/2018 |
| Rivers CI | 12/6/2018 |
| DCDOC Outreach | 12/14/2018 |
| DCDOC Outreach | 12/21/2018 |
| DC DOC Outreach (Re-Entry &DOES Men) | 1/4/2019 |
| DC DOC Outreach (YME Unit) | 1/8/2019 |
| DCDOC Outreach (RSAT & REENTRY WOMEN) | 1/11/2019 |
| DC DOC Outreach | 1/18/2019 |
| DCDOC Outreach (YME unit) | 1/22/2019 |
| Hazelton FCI | 1/23/2019 |
| DCDOC Outreach | 1/29/2019 |
| DC DOC Outreach (Re-entry & RSAT Men) | 2/1/2019 |

71. Please describe how the Office has utilized its Memorandum of Understanding the Department of Corrections, which shares access with the Department's assessment database with the Office.

ANSWER: In FY18 an MOU was signed with the Department of Corrections to have access to the information to help expedite the needs assessment when individuals arrived to MORCA. This however proved to be difficult because not everyone that arrived at MORCA was just released from DOC.

Mayor's Office on Returning Citizen Affairs (MORCA)

72. Please provide a status update on the Office's involvement in the proposed "Portal of Entry" for returning citizens.

ANSWER:

The READY Center opened on February 12th, 2019. MORCA has been integral in the formulation of the READY Center. MORCA case management staff will hold daily briefings with case management staff at the READY Center in order to facilitate the transfer of constituent information and case plans.

73. Please describe any engagement or communication the Office has had with the Federal Bureau of Prisons regarding the proposed new residential re-entry center in the District of Columbia.

ANSWER: MORCA has not had engagement with the Federal Bureau of Prisons regarding the proposed new residential re-entry center in the District of Columbia.

RECOMMENDATIONS TO SUPPORT RETURNING CITIZENS

74. Please list any actions taken or programs initiated as a result of recommendations or policy statements from the Commission on Re-Entry and Returning Citizen Affairs.

ANSWER:

- Pathways Program.
- Increased engagement in DOC.

75. Please list any research funded, symposia hosted, or other projects undertaken by the Office in order to identify areas for service improvement and policy development and implementation in FY 18 and FY 19, to date.

ANSWER:

- Outreach events
- Reentry Case Manager Roundtable
- Women's Reentry Conference
- Commission Meetings

76. Please provide the Committee with each annual report filed by the Office with the Mayor and the Council since the Office was established.

ANSWER: FY17 and FY18 annual reports are being finalized and will be issued once finished. The FY15 annual report can be found online at:
<https://orca.dc.gov/publication/morca-annual-report-fy-2015>

Mayor's Office on Returning Citizen Affairs (MORCA)

77. Please list all meetings of the Criminal Justice Coordinating Council attended by the Executive Director of the Office, or a designee, and any recommendations provided to the Criminal Justice Coordinating Council at those meetings.

ANSWER:

MORCA attends the following CJCC meetings:

- CJCC Principals Meeting
- CJCC Reentry Steering Committee Meeting (Co-Chaired by MORCA Director)

78. Please list the largest service gaps experienced by returning citizens during reintegration and any steps the Office has taken to attempt to fill those gaps.

ANSWER:

Many District agencies work together to ensure that there are not significant service gaps for the returning citizen community. However, the largest areas of immediate concern for returning citizens upon their reentry into the District are always Employment and Housing.

79. Please provide any additional recommendations of the Office, beyond those already described, to improve outcomes for returning citizens.

ANSWER:

One of the central functions listed in MORCA's Charter legislation is to provide recommendations for the Mayor with respect to the advancement of returning citizens in the District. MORCA continues to evaluate the reentry landscape and to make recommendations to the Mayor to improve the conditions for the previously incarcerated men and women of the District.

ART SIGN In Sheet

October 31, 2018

Returning Citizens / 7898

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 10/29/2018 | Senoda Inc | 3,562.17 | | 3,562.17 | | Printing |
| 10/23/2018 | Baron | 1,534.00 | | 1,534.00 | | Transportation |
| | | | | | | |

ART SIGN In Sheet
November 30, 2018

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 11/19/2018 | Standard Office Supply | 826.57 | 826.57 | | | Supplies |
| 11/29/2018 | Baron Tours | 1,850.00 | | 1,850.00 | | Transportation |
| | | | | | | |

ART SIGN In Sheet
December 31, 2018

Returning Citizens / 7898

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|--------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 12/3/2018 | GTU-SCH OF CONT | 2,300.00 | | 2,300.00 | | Office Support |
| 12/6/2018 | Sendoa Inc | 165.00 | | 165.00 | | Printing |
| 12/6/2018 | Sendoa Inc | 165.00 | | 165.00 | | Printing |
| 12/26/2018 | PayPal HopeFoundat | 400.00 | | 400.00 | | Office Support |

ART SIGN In Sheet

January 31, 2019

Returning Citizens / 7898

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 12/31/2018 | PayPal Changingper | 2,500.00 | | 2,500.00 | | Office Support |
| 1/10/2019 | Senoda Inc | 95.00 | | 95.00 | | Printing |
| 1/23/2019 | Standard Office Supply | 1,161.05 | 1,161.05 | | | Office Supplies |
| | | | | | | |

ART SIGN In Sheet

October 20, 2017

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 9/19/2017 | Senoda Inc. | 95.00 | | 95.00 | | Printing |
| 9/20/2017 | Senoda Inc. | 95.00- | | 95.00- | | Refund |
| 10/5/2017 | Baron Tours | 1,942.50 | | 1,942.50 | | Office Support |
| 10/5/2017 | Baron Tours | 1,942.50 | | 1,942.50 | | Office Support |
| 10/5/2017 | Baron Tours | 1,669.50 | | 1,669.50 | | Office Support |

ART SIGN In Sheet

November 20, 2017

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 10/27/2017 | Standard Office Supply | 725.39 | 725.39 | | | Office Supplies |
| 11/2/2017 | Baron Tours | 1,942.50 | | 1,942.50 | | Office Support |
| 11/14/2017 | GTU-SCH of CONT | 2,300.00 | | 2,300.00 | | Office Support |
| 11/15/2017 | Senoda Inc. | 95.00 | | 95.00 | | Printing |

ART SIGN In Sheet

December 20, 2017

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 11/27/2017 | Baron Tours | 1,855.00 | | 1,855.00 | | Office Supplies |
| 11/30/2017 | Changing Perce | 2,850.00 | | 2,850.00 | | Office Support |
| 11/30/2017 | Senoda Inc. | 1,015.00 | | 1,015.00 | | Office Support |
| 12/7/2017 | Senoda Inc. | 95.00 | | 95.00 | | Printing |

ART SIGN In Sheet

January 20, 2018

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 1/5/2018 | Baron Tours | 3,612.00 | | 3,612.00 | | |
| 1/12/2018 | Standard Office Supply | 1,106.87 | 1,106.87 | | | |

ART SIGN In Sheet

February 20, 2018

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 1/26/2018 | Senoda In. | 95.00 | | 95.00 | | |
| 2/12/2018 | Baron Tours | 1,775.00 | | 1,775.00 | | |
| 2/15/2018 | Baron Tours | 1,942.50 | | 1,942.50 | | |
| 2/16/2018 | Castle Worldwide | 150.00 | | 150.00 | | |

ART SIGN In Sheet

March 20, 2018

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|--------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 2/22/2018 | Standard Office Supply | 225.00 | 225.00 | | | |
| 2/27/2018 | Standard Office Supply | 204.88 | 204.88 | | | |
| 3/6/2018 | Standard Office Supply | 890.24 | 890.24 | | | |
| 3/8/2018 | Standard Office Supply | 393.00 | 393.00 | | | |
| 3/15/2018 | Standard Office Supply | 316.19 | 316.19 | | | |

ART SIGN In Sheet

Returning Citizens / 2994

April 20, 2018

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|--------------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 3/29/2018 | PayPal Bradleymaso | 3,055.00 | | 3,055.00 | | |
| 3/29/2018 | PayPal Bradleymaso | 1,885.00 | | 1,885.00 | | |
| 3/29/2018 | Senoda Inc. | 95.00 | | 95.00 | | |
| 3/29/2018 | Senoda Inc. | 95.00 | | 95.00 | | |
| 3/29/2018 | Senoda Inc. | 95.00 | | 95.00 | | |
| 3/29/2018 | Senoda Inc. | 95.00 | | 95.00 | | |
| 3/29/2018 | Senoda Inc. | 95.00 | | 95.00 | | |

ART SIGN In Sheet

Returning Citizens / 2994

May 20, 2018

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|----------|----------|------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 4/27/2018 | Standard Office Supply | 1,126.32 | 1,126.32 | | | |
| 5/22/2018 | Standard Office Supply | 1,429.40 | 1,429.40 | | | |

ART SIGN In Sheet

June 20, 2018

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 6/19/2018 | Senoda Inc | 1,595.00 | | 1,595.00 | | |
| 6/20/2018 | Senoda Inc | 165.00 | | 165.00 | | |

ART SIGN In Sheet

July 20, 2018

Returning Citizens / 2994

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 6/30/2018 | Dell | 3,267.00 | | | 3,267.00 | |
| 7/24/2018 | Senoda Inc | 95.00 | | 165.00 | | |
| 6/29/2018 | Baron Tours | 2,090.00 | | 2,090.00 | | |

ART SIGN In Sheet

August 31, 2018

Returning Citizens / 7898

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|----------------|----------|----------|----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 8/7/2018 | Senoda Inc. | 3,013.55 | | 3,013.55 | | Printing |
| 8/7/2018 | Senoda Inc. | 929.00 | | 929.00 | | Printing |
| 8/7/2018 | Senoda Inc. | 748.00 | | 748.00 | | Printing |

ART SIGN In Sheet

September 28, 2018

Returning Citizens / 7898

| PURCHASE DATE | SERVICE/SUPPLY | AMOUNT | OBJ CODE | OBJ CODE | OBJ CODE | Description of Charges |
|---------------|------------------------|-----------|-----------|-----------|----------|------------------------|
| | | | 20 | 40 | 70 | |
| 9/6/2018 | Senoda Inc. | 145.00 | | 145.00 | | |
| 9/6/2018 | Senoda Inc. | 145.00 | | 145.00 | | |
| 9/10/2018 | Standard Office Supply | 3,930.91 | 3,930.91 | | | |
| 9/10/2018 | Standard Office Supply | 2,755.11 | 2,755.11 | | | |
| 9/19/2018 | Dell | 1,798.00 | | 1,798.00 | | |
| 9/20/2018 | Dell | 4,370.97 | | 4,370..97 | | |
| 9/18/2018 | Standard Office Supply | 73.43 | 73.43 | | | |
| 9/20/2018 | Standard Office Supply | 1,192.60- | 1,192.60- | | | credit memo |
| 9/12/2018 | Baron | 2,900.00 | | 2.900.00 | | |

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services


MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM

TO: Unique Morris-Hughes
Director

FROM: Tonya A. Robinson 
General Counsel

DATE: 5 December 2018

SUBJECT: Legal Sufficiency Review of 2019 MOU with MORCA (Transportation)

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2019 MOU with MORCA (Transportation).

I reviewed and revised the 2019 MOU with MORCA (Transportation) and found it legally sufficient.

Office of the General Counsel

4058 Minnesota Ave, N.E. • Suite 5800 • Washington, D.C. 20019 • Office: 202.671.1500 • Fax: 202.724.7472

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF EMPLOYMENT SERVICES
AND
THE MAYOR'S OFFICE OF RETURNING CITIZENS AFFAIRS**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the Mayor's Office of Returning Citizens Affairs (MORCA) and the Department of Employment Services (DOES) referred to herein collectively as "Parties" and individually as "Party".

MORCA was established to provide information for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons can thrive, prosper, and contribute to the social, political, and economic development of self, family, and community. MORCA's mission is to offer zealous advocacy, high-quality services and products, and up-to-date, useful information for previously incarcerated persons.

DOES provides comprehensive employment services to ensure a competitive workforce, full employment, life-long learning, economic stability and the highest quality of life for all District residents. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

Under the Division of State Initiatives (DSI), DOES operates a number of transitional employment programs serving individuals, including senior residents, in need of specialized employability development services. By offering soft skills training, short-term subsidized employment, job coaching support, ancillary wraparound services, occupational skills training, educational enhancement, and placement assistance, DOES DSI prepares residents to secure and maintain gainful full and part time employment in various industry sectors.

DOES and MORCA have a long standing history of partnering to enhance returning citizens' access to workforce development services. This includes working with the D.C. Department of Corrections (DOC), the Court Services and Offender Supervision Agency (CSOSA), and other criminal justice organizations in providing employment related services to District residents released from both federal and local institutions. Through direct referrals from: CSOSA, the DOC/DOES Work Readiness Program, the DOC READY Center (portal of entry), and other criminal justice agencies, MORCA and DOES support the successful community reintegration of male and female returning citizens.

II. PURPOSE

To support eligible returning citizens as they navigate the workforce development system, MORCA will provide funding to offset monthly transportation costs for up to 90 days following engagement with DOES. These resources will be used for transportation to scheduled workforce development activities including job readiness training, interviews, job fairs, subsidized and unsubsidized employment sites, and other employment related events.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF MORCA

MORCA shall:

1. Provide transportation assistance¹ for the District's eligible² returning citizen population through the provision of funding in the amount of \$60,000 to DOES.
2. Verify eligibility of each individual through BOP.gov.
3. Complete all forms and take other actions, as necessary, to facilitate the Intra District transfer of said funds to DOES.
4. Review quarterly reports provided by DOES and provide any information requested to carry out the purposes of this MOU.
5. Create all materials to be distributed to the public ensuring that DOES logos, taglines, identifiers and/or other branding shall appear on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.
6. Reserve the right to pause delivery of funds, with reasonable notice to DOESDSI, if any of the terms or conditions of the MOU are not fulfilled or should circumstances arise that cause need for further analysis.

¹ Assistance is provided in the form of a \$30 reloadable SmartTrip Card

² In order to be eligible, a returning citizen must have been released from a BOP facility within 1 year of the referral from MORCA and enrolled in DOES DSI workforce development programming, at the time that transportation assistance is sought.

B. RESPONSIBILITIES OF DOES DSI

DOES DSI shall:

1. Provide transportation assistance to eligible returning citizens referred directly by MORCA that are enrolled in DOES DSI workforce development programming, at the time that transportation assistance is sought.
2. Provide up to \$90 per month in transportation assistance to cover the cost of transportation to and from employment related activities for a maximum period of 3 months.
3. Collect a signed "Transportation Acknowledgement Form" (Attachment A) each instance that transportation assistance is provided to an eligible returning citizen.
4. Provide a quarterly report to MORCA detailing the amount of transportation assistance provided, returning citizens' names, and ward of residence.
5. As needed, communicate with MORCA to discuss the status of transportation assistance distribution and any issues related to program expenditures.
6. Reserve the right to pause transportation assistance delivery to DOES DSI workforce development participants, with reasonable notice to MORCA, if any of the terms or conditions are not fulfilled or should circumstances arise that cause need for further analysis.
7. Provide DOES logos, taglines, identifiers and/or other branding to MORCA for use on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.

IV. DURATION OF THE MOU

This MOU shall become effective on the date of the final signature of all Parties. The duration of the MOU shall be from the date of the final signature through September 30, 2019, unless terminated in writing by the Parties prior to the expiration.

V. AUTHORITY FOR MOU

D.C. Official Code 1-301.01(k) and any other authority under the Parties' programs

VI. FUNDING PROVISIONS

A. TRANSFER OF FUNDS/COST OF SERVICES

1. Total funds to be transferred to DOES in Fiscal Year 2019 under this MOU shall not exceed \$60,000.
2. Payment is projected to cover transportation costs for returning citizens engaged in workforce development programming, including job readiness training, subsidized work experience, education/skills training, and all facets of unsubsidized job search.
3. In the event of termination of the MOU, any refund of unspent funds to MORCA shall be held in abeyance until all required fiscal reconciliation.

B. PAYMENT

1. Payment for the goods and/or services shall be made through a one-time Intra District transfer by MORCA to DOES, based on the total amount of funds authorized by this MOU, or the actual cost of services, whichever is less.
2. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

C. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DOES will be subject to monitoring and review to ensure compliance with all applicable requirements.

D. RECORDS AND REPORTS

DOES shall maintain records and receipts for the expenditure of all funds provided for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of MORCA and other officials as may be specified by the District of Columbia at its sole discretion.

VII. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. §1341. The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. MODIFICATIONS AND EXTENSIONS

1. The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.
2. Modification or extension of this MOU shall be in writing, in the form of a modification signed and dated by authorized representatives of the Parties.
3. Any modification of the MOU shall occur prior to its expiration.

IX. TERMINATION

Either Party may terminate this MOU at any time by giving 90 days written notice to the other Party and a written report on the status of all transportation assistance provided to returning citizens, pursuant to this MOU. This MOU may also be terminated immediately by either Party for the following reasons:

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

X. NOTICE

Any notice required pursuant to this MOU shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed electronic mail delivery (email), facsimile or delivered personally to the Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the contact points identified below.

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

DOES: Paris Perrault, Associate Director
Division of State Initiatives
Department of Employment Services
4058 Minnesota Ave., NE
Washington, D.C 20019
(202) 698-5616 (Office)
paris.perrault@dc.gov

MORCA: Brian Ferguson
Executive Director
Mayor's Office of Returning Citizens Affairs
2100 Martin Luther King, Avenue, S.E., Suite 100
Washington, D.C. 20020
202-715-7673 (Office)
brian.ferguson@dc.gov

XI. CONTROLLING LAWS AND REGULATIONS

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to the services provided pursuant to this MOU in accordance with all relevant and applicable federal and local statutes, regulations and policies, including the law governing the protection of sensitive information pertaining to offenders (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

XII. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

Nothing contained in this MOU shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Parties except as specifically stated herein. This MOU is made for the benefit of the Parties hereto and not for the benefit of any third party.

XIII. LIABILITY

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to federal and local law. No Party agrees to insure, defend, or indemnify another.

XIV. NOTICE OF CLAIMS

Each Party shall promptly inform the other Party of any information related to the provision of services under this MOU, which could reasonably lead to a claim, demand or liability of or against the other Party or the District by any third party.

XV. PUBLICITY AND MEDIA

No Party shall issue a publicity release or conduct a media interview in connection with the activities that are the subject of this MOU without prior consent by the other Party

DOES logos, taglines, identifiers and/or other branding shall appear on all products, programs, activities, services, resources and related property and materials created, pursuant to this MOU.

XVI. SEVERABILITY

This MOU shall be deemed severable and any provision of this MOU that violates any law, statute, rule, or regulation of the District of Columbia or the United States, or is otherwise invalid or unenforceable, shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

XVII. HEADINGS/COUNTERPARTS

The headings in this MOU are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

XVIII. JOINTLY DRAFTED

This MOU shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

XIX. AUTHORITY OF THE PARTIES

By executing this MOU, each Party represents to the other Party that it is authorized to enter into this MOU, that the person signing on its behalf is duly authorized to execute this MOU and that no other signatures are necessary.

XX. ENTIRE AGREEMENT

This MOU contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

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

For the Department of Employment Services



Dr. Unique Morris-Hughes
Acting Director



Date

For the Mayor's Office on Returning Citizens Affairs



Brian Ferguson, Director



Date

SmartTrip Card Number: _____

Participant Acknowledgement of Transportation Assistance

In order to be eligible for transportation assistance, a customer must be enrolled in a program within the Division of State Initiatives. It is expected that participants will use transportation assistance solely for travel to and from Division of State Initiatives-approved employment activity.

Transportation assistance is not an entitlement. Additionally, Division of State Initiatives bears no responsibility for lost, damaged or stolen transportation assistance and replacements will not be issued under any circumstance.

I, _____ have read the *Participant Acknowledgement of Transportation Assistance* and understand that I must adhere to the rules as set forth in the policy:
(Print Participant Name)

I understand that I am receiving transportation assistance based on my enrollment in a Division of State Initiatives activity.

I understand that I am to use my transportation assistance solely for travel to and from Division of State Initiatives-approved employment activities.

I understand that lost, damaged, or stolen transportation assistance will not be replaced under any circumstances.

Signature of Participant: _____ Date: _____

AGREEMENT BETWEEN GEORGETOWN UNIVERSITY AND THE DISTRICT OF COLUMBIA

WHEREAS, the mission of the District of Columbia's Mayor's Office on Returning Citizen Affairs includes the empowerment of previously incarcerated persons so that they may thrive, prosper, and contribute to the social, political, and economic development of self, family and community;

The District of Columbia desires to send participants for instruction in a certificate program in Paralegal Studies offered by Georgetown University;

Georgetown's mission includes a commitment to justice and the common good, educating men and women to be lifelong learners and to be responsible and active participants in civic life and to live generously in service to others; and

Georgetown University offers a certificate program in Paralegal Studies through its School of Continuing Studies ("the Program").

NOW THEREFORE, in consideration of the mutual promises herein set forth, in furtherance of the missions of both the District of Columbia Mayor's Office on Returning Citizen Affairs and Georgetown University, and of other good and valuable consideration, the Parties agree as follows, intending to be bound hereby:

ARTICLE I – THE PARTIES

- 1.1 This AGREEMENT ("Agreement"), dated December 17, 2018 and effective as of 1 August, 2018, is made by and between the District of Columbia, ("The District") and Georgetown University ("Georgetown"), a non-profit institution of higher education organized as a non-stock corporation under federal charter, on behalf of its School of Continuing Studies ("SCS").**
- 1.2 The District may fulfill its obligations under this contract through any of its constituent agencies and instrumentalities, including through the Executive Office of the Mayor ("EOM") and its constituent divisions and offices, including the Mayor's Office on Community Affairs, specifically, the Mayor's Office on Returning Citizen Affairs ("MORCA") and the Department of Employment Services ("DOES").**
- 1.3 The District and Georgetown may be referred to hereafter individually as a "Party," or collectively as the "Parties."**

ARTICLE 2 – THE PROGRAM

- 2.1 Program Description.** As set forth below more fully in Appendix A, the Program shall consist of ten weeks of classes at Georgetown SCS, 640 Massachusetts Avenue, N.W., Washington, D.C., with Georgetown faculty and administrators. The Program will be custom curriculum for MORCA and will be comparable to the curriculum taught in previous Paralegal Studies certificate programs at Georgetown SCS. Georgetown has and shall develop the content and curriculum of the Program courses, in consultation with MORCA, including but not limited to course descriptions, course materials, exercises, readings, handouts, and exams.
- 2.2.** The Parties acknowledge that the Program does not award Georgetown University credits and is not an ABA-accredited Paralegal Studies Program.
- 2.3** The Program shall commence through: (a) an application process run by MORCA in conjunction with prospective employers and with participation by Georgetown's Paralegal Studies Program Director; (b) curriculum design by Georgetown in consultation with EOM and hiring faculty by Georgetown in the summer of 2018; (c) preparation in July 2018 for employer interview sessions to be held at Georgetown for the MORCA students on 12/7/2018 and 12/14/2018; (d) an orientation at Georgetown in October 2018; and (e) courses to run at Georgetown from October 16, 2018 through certificate completion on December 21, 2018.
- 2.4** MORCA shall select its program participants based on: past history of being a returning citizen (as defined by MORCA), with no open or pending charges; District residency; a resume, personal statement, and E-CASAS aptitude tests; having a high school diploma or GED; and a writing sample completed in person.
- 2.5** Law firms, government entities and nonprofit organizations (collectively, "Law Firms") have been invited to participate in the program by MORCA. These Law Firms may participate in the selection of Program participants and Georgetown is invited to lend its expertise to the selection process.
- 2.6** Following successful completion of the Program, MORCA will place graduates with Law Firms for one-year fellowships. While Georgetown cannot compel faculty to offer letters of recommendation, faculty may do so when coursework and participation merits such references. During the program, participants will have access to a Georgetown University ID Card (GoCard) with access to the School of Continuing Studies, Lauinger Library, and Georgetown University Law Library. Georgetown will verify participation in the program and successful completion of it pursuant to its established practices and procedures for SCS certificate programs.
- 2.7** Georgetown agrees to provide an informal certificate completion celebration on the last day of the program on-site at SCS in the classroom with refreshments and desserts.

- 2.8 MORCA shall assign a program manager who will work collaboratively with Georgetown to coordinate the Program. That program manager is MORCA Director Brian Ferguson.
- 2.9 The Parties acknowledge that Georgetown has designated the following personnel (collectively, the "Personnel") to perform academic services relating to the Program.

| Program Role | Name | Title |
|------------------------------------|---------------|------------------------------------|
| Program Manager | Julia Murillo | Director for Custom Education |
| Paralegal Studies Program Director | Corey Brooks | Paralegal Studies Program Director |

In addition, Georgetown has shared Appendix B with MORCA, listing potential faculty members, all of whom are acceptable to MORCA, and Georgetown and MORCA have collaborated on potential staffing for a course on criminal justice.

Georgetown reserves the right, if it deems a change necessary, to substitute any of the Personnel or faculty to assign additional Personnel or faculty to perform the academic services. Any substituted or additional personnel or faculty shall be of similar caliber and experience levels to the initially assigned Personnel or faculty.

- 2.10 Georgetown will inform faculty that grades for the first half of the program from October 16 – November 16, 2018 must be turned in promptly to the Paralegal Studies Program Director, no later than November 28, 2018, to enable MORCA to include those grades in the packets provided to participating law firms.
- 2.11 Georgetown agrees to provide classroom space for interviews on-site at the SCS for participating law firms who will be interviewing Program participants on December 7, 2018 and December 14, 2018 from 9:00 – 12:00 p.m. Classroom space is dependent on SCS space availability.

ARTICLE 3 – PROGRAM COSTS AND PAYMENT ARRANGEMENTS

- 3.1 Within thirty (30) days of the execution of this contract, the District of Columbia shall pay Georgetown program expenses of \$5,500 per student, for twenty (20) students, for a guaranteed total of \$110,000.
- 3.2 If at any point in the program, a MORCA participant drops out or is removed from the program, no refund will be made to the District.

- 3.3 While the program is intended to serve persons who have undergone a three-week preparatory class at the Department of Employment Services, MORCA may add or substitute a participant whether or not she or he has undergone the preparatory class, up until the close of the first week of classes, so long as the total number of participants does not exceed twenty (20).
- 3.4 Funds to be paid to Georgetown may come from various divisions within the District government and may be paid in separate installments prior to the deadline.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 Each party represents and warrants to the other Party as of the date of this Agreement and during the entirety of the Term (as defined in Section 6.1) as follows:
- (a) The Party is validly existing and in good standing under the laws of Washington, DC, with full corporate power and authority to conduct its business, and to perform all of its obligations under this Agreement.
 - (b) This Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms. The Party and its signatories to this Agreement are fully authorized and have the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement, and to perform the Party's obligations under this Agreement.
 - (c) Neither the execution and delivery of this Agreement nor the performance of the Party's obligations under this Agreement will contravene, conflict with, or result in a violation of (i) any provision the organizational or governing documents of the Party; (ii) any applicable law; or (iii) any material agreement or obligation of the Party in a manner that might adversely impact the Party's right, power, authority, capacity, or ability to perform its obligations under this Agreement.

ARTICLE 5 – RELATIONSHIP OF THE PARTIES

- 5.1 Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship, or to impose on either Party any right, obligation, or duty that might arise out of a partnership, joint venture, or employment relationship. When speaking informally, Parties may refer to Georgetown, the program participants, the participating law firms who agree to hire the graduates of the Program, MORCA and the District government and its personnel as "partners" without creating any legal obligations attendant to legal partnerships. The obligations of the Parties shall be limited to those explicitly set forth in this Agreement and its Attachments. Neither Party shall have any right or authority to bind, speak for or contract on behalf of the other Party. Neither Party shall be deemed, nor shall any person associated with a Party, hold itself out

a being, a legal partner, broker, employee, servant or agent of the other Party. Except as set forth in Article 4.2, neither Party shall be liable for the acts of the other Party.

- 5.2 Nothing in this Agreement shall be construed as superseding or interfering in any way with any agreements entered into between the Parties, either before or after the Effective date. Other than as set forth in this Agreement, nothing in this Agreement shall impose an exclusivity obligation on either Party; each Party is free to pursue independently, or in connection with any third party (including direct competitors of the other Party), any and all business opportunities or other pursuits which may arise from time to time during the Term, even if such pursuits are within the scope of the matters of mutual interest.
- 5.3 This Agreement does not and shall not create any duty of loyalty, right of first refusal, option, or any similar obligation on the part of either Party. No further business relationship between the Parties shall be inferred beyond the term of this Agreement.
- 5.4 Neither Party shall hold itself out contrary to the terms of this Agreement in any manner, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party. The Parties specifically acknowledge that this Agreement does not create any rights in any third party.

ARTICLE 6 – TERM, TERMINATION

- 6.1 **Term.** This Agreement is effective as of the date specified in Section 1.1 and shall continue in full force and effect until December 31, 2018.
- 6.2 **Termination.** Either Party may terminate this Agreement immediately upon written notice to the other Party in the event the performance of this Agreement violates, contravenes with or breaches any applicable law. Either Party may terminate this Agreement upon 30 days' written notice for any other reason. MORCA shall reimburse Georgetown for any expenses incurred up to the date written notice is received by Georgetown. All representations, covenants, confidentiality, termination and choice of law provisions shall survive the expiration or termination of this Agreement.

ARTICLE 7 – COVENANTS

- 7.1 **Compliance with Laws.** In connection with its performance under this Agreement,
- (a) each Party agrees to comply with all applicable national and District of Columbia laws, rules and regulations, and all applicable policies and procedures of Georgetown.
 - (b) neither Party shall take, or be obligated to take, any action or omit to take any action that would jeopardize or endanger in any manner Georgetown's licensure,

accreditation, federal, state, local, or international tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from any government that provides material amounts of funds to Georgetown, or participate in any manner in any government-related student loan programs; and

- (c) each Party warrants to the other Party that any Personal information that it discloses to the other Party has been collected, processed and disclosed in accordance with all applicable laws, including privacy and data protection laws. Each Party agrees: (i) that it remains the controller of personal information it provides to the other Party and that it will not instruct the other Party to process any such personal information in any way that would violate any applicable laws; and (ii) subject to the terms of this Agreement and to the extent that it does not conflict with any other legal obligations of either Party, to comply with, and assist the other Party to comply with, any laws applicable to such personal information. "Personal information" means any information (including information forming part of a database) about an individual whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one Party to the other.

- 7.2 It is expressly understood that Georgetown will disclose grades, coursework, exams and any other evaluative material to MORCA and that such material will form part of packets to be provided to participating employers of the program participants, and that such disclosure is lawful and consistent with the terms of this Article. Georgetown will require Participants in the Program to sign waivers agreeing to provision of this information to MORCA and participating law firms as a term of their participation in the Program.
- 7.3 Confidentiality. Except as may be required by any applicable law, each Party shall keep confidential and shall not furnish to any person other than its offices, directors, employees or its advisers who are bound to keep such information confidential, any Confidential information that the disclosing Party desires to maintain in strict confidence without the prior written approval of the disclosing Party. The disclosing Party shall inform the receiving Party of the confidential nature of the information that is disclosed and shall specifically so state if the information is a "trade secret" under the District of Columbia Freedom of Information Act, DC Code §2-534(a)(1). It is expressly understood by Georgetown that government contracts are public documents and are not confidential.
- 7.4 Intellectual Property. It is expressly understood by the District of Columbia that course materials developed for the Program may contain protected intellectual property and that the District of Columbia will not attempt to reproduce, copy, edit, revise, modify, sell, transmit, display, sublicense, assign, reverse-engineer, reverse compile, hypothecate, participate in the transfer or sale of, create derivative work from, distribute, perform, or in any way exploit the Georgetown intellectual property or any portion thereof in violation of law. As between the Parties, Georgetown owns all rights, title, and interest in and to the

program and materials developed for MORCA by Georgetown. Georgetown grants a limited license to the District during the term of this Agreement to access and use the Materials solely for the Program related educational use of the District and/or Program participants.

- 7.5 Insurance. Each Party will either self-insure or maintain liability insurance at its own cost and expense, sufficient to cover the Party's obligations under this Agreement.

ARTICLE 8 – PUBLICITY

- 8.1 Any public communications or announcements by either Party with respect to this Agreement, including but not limited to Program marketing materials, shall require the advance written approval of the other Party. Such approval not to be unreasonably withheld.
- 8.2 Georgetown is on notice that the District does not clear testimony to the District of Columbia Council or other governmental bodies with outside parties, even if that testimony or those responses have a marketing feel of taking credit for a program. Further, from time to time the Mayor and subordinate agencies publicize performance updates, program highlights and other documents that may include mention of the program described herein and may mention Georgetown. Georgetown understands and consents to this and has no right of prior inspection to such testimony or materials.
- 8.3 Georgetown may make reference to this program without prior permission by the District in any compilation of activities it conducts benefitting the District and its residents or to demonstrate its commitment to social justice and its mission. It may include this program in any inventory of programs that the SCS has offered without prior permission.
- 8.4 Georgetown shall not use this Agreement or references to the program to suggest that the Mayor or any other District official endorses Georgetown as a whole including all of its programs over and above any other university or program of higher education or continuing education.
- 8.5 Before using the Mayor's likeness or any other District official's likeness in any promotional material, Georgetown must secure permission the District through the Mayor's General Counsel or Director of Communications. Likewise, the District shall not use any Georgetown official's likeness to suggest personal endorsement of this program or any other District of Columbia activity. Nor will the District state, suggest or imply that this Agreement and the paralegal program provided herein constitute Georgetown's endorsement of the activities of the District generally with regard to adult education, returning citizens, or other policy initiatives related to the program described in this Agreement.

ARTICLE 9 – MISCELLANEOUS

- 9.1 Assignment.** Neither this Agreement, nor any rights or obligations under it, may be assigned or otherwise transferred.
- 9.2 Amendment.** This Agreement, including the Appendices, may not be amended or modified except by written instrument executed by both Parties.
- 9.3 Governing Law, Venue, and Jurisdiction.** This Agreement shall be deemed to have been made in the District of Columbia and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the District of Columbia, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the courts of the District of Columbia.
- 9.4 No Waiver.** No failure by either Party at any time to insist on performance by the other Party or compliance by the other Party with any condition or provision of this Agreement or to pursue remedies relating to any breach of any provision of this Agreement by the other Party, shall be deemed a waiver nor shall any such failure to act affect the right at a later time to enforce the same or to pursue related remedies.
- 9.5 Force Majeure.** The nonperformance of either Party to this Agreement, except nonperformance of payment obligations, will be excused to the extent that performance is rendered impossible by any Act of God or circumstances beyond the control of a Party and without its fault or negligence, including without limitation, fire, war, riots, flood, earthquake, governmental acts or orders or restrictions, or power or communications failure (each a Force Majeure event), provided that the non-performing Party gives prompt notice of such Force Majeure event to the other Party and makes all commercially reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure event has ceased.
- 9.6 Anti-Deficiency Considerations.** The Parties acknowledge and agree that nothing in this Agreement creates a financial obligation in anticipation of an appropriation and that all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, 1517; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 et seq. (2015 Repl.); (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.
- 9.7 Availability of Funds.** All contracts in the District of Columbia are subject to a

certification from the Office of the Chief Financial Officer regarding the availability of funds. The District may compile the funds for this program from funds available to EOM, MORCA, the Department of Employment Services, or any other appropriate agency or program.

- 9.8 **Impartiality.** Georgetown understands that the District remains impartial towards all parties and that the existence of this Agreement and any allied donation agreement do not trigger any special consideration for Georgetown in any other matter it may have or may come to have before the District government.
- 9.9 **Notices.** Notices shall be properly given when: (i) sent by email with a return receipt, provided a copy is sent concurrently by first class mail, or (ii) sent by registered or certified mail or by an overnight delivery service providing a receipt of delivery, in each case addressed to the Parties at the addresses set forth below. The date of notice shall be deemed to be the date of receipt, except that when notice is mailed it shall be deemed to be the date of mailing so long as the Postal Service certifies actual delivery; a refusal of a registered or certified notice shall be deemed to constitute actual delivery.

To Georgetown:

Georgetown University
School of Continuing Studies
Julia Murillo
640 Massachusetts Avenue, N.W.
Washington, D.C. 20001

With a copy to:

Office of General Counsel Georgetown
University 37th & O Street, NW
202 Healy Hall
Washington, DC 20057

To MORCA:

Brian Ferguson
2100 Martin Luther King Jr. Ave, S.E.
Suite 100
Washington, D.C. 20020

With a copy to:

Mayor's General Counsel
1350 Pennsylvania Avenue, NW, Suite 300D
Washington, DC 20004

- 9.10 Entire Agreement. This Agreement, together with the Appendices, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof, and supersedes all other prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, pertaining to the subject matter hereto.
- 9.11 Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
- 9.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.

Appendix A – Program Description

Appendix B – Faculty Biographies

For the District of Columbia



Date December 17, 2018

For Georgetown



Date _____



APPENDIX A:

PROGRAM DESCRIPTION

Established in 1973, the Georgetown University Paralegal Studies Program is taught by a dedicated faculty comprised of attorneys and senior paralegal. The Program combines academic rigor with legal and technical competencies to develop well-rounded legal professionals. Beyond the academic work, participants will also refine other competencies critical to success in the legal profession – analytical acumen, organizational ability, verbal communication skills, and writing dexterity.

The Paralegal Studies Program curriculum provides both theoretical knowledge and an understanding of its application in practice. The learning experience is designed to help participants understand basic legal concepts and terminology, develop their ability to reason in a legally sophisticated manner, and promote an understanding of ethical and professional responsibility. Participants will be prepared to aid in the effective delivery of legal services in both the public and private sector.

Participants receive instruction and training through courses including:

XPSI-501-01 LEGAL RESEARCH & WRITING

Course Description: A study of the principles of Legal Research. Students will learn to locate legal support and opposition to a legal position or problem; develop proficiency in using various legal research tools, including print and electronic, will become familiar with standard Bluebook citations in research and writing, and will learn to identify and analyze legal issues and facts. Students learn to analyze research results and prepare to communicate findings and analysis orally and in legal documents

XPSI-502-01 CORPORATE LAW PRACTICE

Course Description: The purpose of this course is to provide an overview of the formation and operation of business enterprises, focusing on the sole proprietorship, general and limited partnerships, limited liability partnership, limited liability company, and the business corporation. Students will be introduced to the advantages and disadvantages of each form of business enterprise and will learn how to draft various business-related documents.

XPSI-503-01 INTRODUCTION TO LITIGATION

Course Description: This course examines the general rules governing lawyers, courts, and civil practice in the US legal system. Students become familiar with the court rules, pre-trial procedure, and common legal issues. Special emphasis is placed on understanding the Federal Rules of Civil Procedure and the inter-relationship between the Rules. Students are also taught the requirements for filing complaints, answers and for pre-trial discovery, including an overview of interrogatories, depositions, subpoenas, and motion practice.

XPSI-504-01 CONTRACT LAW

Course Description: The purpose of this course is to provide an overview of the law of contracts. Among the topics that will be examined are:

- The common law of contracts from the formation of a contract to its termination;
- The basic principles of assignment of contracts and the discharge of duties under a contract;
- Rights and remedies of parties in the event of a breach;
- The basic principles of contract drafting and negotiation; and
- An introduction to the law governing the sale of goods under the Uniform Commercial Code.

XPSI-522-01 LEGAL ETHICS

Course Description: The purpose of this course is to acquaint students with the professional rules and standards of conduct applicable to members of the legal profession. Among the topics that will be examined are the regulation of attorney and paralegal conduct, unauthorized practice of law, attorney-client relations, confidentiality, conflict of interests, handling of client funds, and solicitation of clients.

XPSI-523-02 LEGAL TECHNOLOGY

Course Description: Legal Technology is a general introduction to the use of computers and to legal specialty computer software programs in the contemporary law office. This course includes hands-on classroom exercises and homework projects using professional software programs used in the law office by paralegals. Students are taught the skills necessary to assist attorneys in diverse aspects of legal practice where computer technology is used. Paralegals today are increasingly being given responsibility for information and computer management. Paralegals must understand the concepts as well as learn the use of software and hardware, in order to support technology as members of the legal team. The goal of this course is to empower the student to learn how to find answers and solve problems with software.

XPSI-507-01 PARALEGAL SEMINAR I

Course Description: The course provides the student with an introduction to various legal environments in which a paralegal can work; including training on legal research tools, job requirements and opportunities, legal restrictions on the practices of law by nonlawyers. The course will also provide students with the general knowledge of the different practice areas and assist with career planning.

XPSI-508-01 ADVANCED LEGAL WRITING SEMINAR

Course Description: An advanced study of Legal Writing. Students will learn to draft and edit complex legal writings and documents using various legal research tools, including print and computer; will continue to familiarize themselves with standard Bluebook citations in research and writing, and will continue to identify and analyze complex legal issues and facts. Students shall communicate findings and analysis in clear, concise format through the drafting and editing of legal documents. The legal documents drafted in this course are comprehensive and shall require students to present complex legal theory in precise, professional formats.

XPSI-509-01 ADVANCED LITIGATION & TRIAL PRACTICE

Course Description: Students will learn the basics of civil litigation and trial practice, with an emphasis on the paralegal's role in the preparation, prosecution and defense of civil actions.

XPSI-510-01 TORT LAW

Course Description: A study of the principles of Torts, including the common law of torts and the process of torts. Students will learn tort law from the perspective of a plaintiff's lawyer because the plaintiff ordinarily drives the torts machine through our courts. The subjects of intentional and unintentional torts, business torts and defenses to claims and damages will be examined through the eyes of the courts in practice.

XPSI-524-01 PARALEGAL SEMINAR II

Course Description: The course provides the student with an introduction to various legal environments in which a paralegal can work; including training on legal research tools, job requirements and opportunities, legal restrictions on the practices of law by nonlawyers. The course will also provide students with career planning skills including resume drafting, mock interviews, and a moderated Georgetown University Paralegal Studies Program graduate panel discussion.

XPSI-516-01 IMMIGRATION LAW

Course Description: This elective course trains students to work within the Immigration and Nationality Act and Federal regulations. It explores those agencies which carry out immigration law as well as visa eligibility, enforcement, removal, and forms of relief from removal. The course provides practical experience in forms and application compilation and attends a hearing before an Immigration Judge in Arlington, VA.

XPSI-520-01 INTRODUCTION TO TRADEMARK LAW

Course Description: This elective course acquaints students with the fundamentals of patent, trademark, copyright, and trade secret law, with the primary focus on trademark practice. The course introduces the legal aspects of branding: how trademarks and related intellectual properties are created, protected, litigated, and transferred; the administrative process for federal registration; international trademark practice; and resolution of disputes involving branding.



OCT2018



GEORGETOWN UNIVERSITY
School of Continuing Studies

PART ONE: GEORGETOWN UNIVERSITY SCHOOL OF CONTINUING STUDIES PARALEGAL STUDIES CERTIFICATE PROGRAM

| SUN | MON | TUE | WED | THU | FRI | SAT |
|-----|---|---|---|---|--|--|
| | 01 | 02 | 03 | 04 | 05 | 06 |
| 07 | 08 | 09 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | 9:00-5:00 PM PROGRAM ORIENTATION (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) 1:00-4:00 PM CONTRACT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 9:00-12:00 PM LEGAL TECHNOLOGY (C224) 1:00-4:00 PM LEGAL ETHICS (C126) | 9:00-12:00 PM PARALEGAL SEMINAR I (C103B) |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) 1:00-4:00 PM CONTRACT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) 1:00-4:00 PM CONTRACT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 9:00-12:00 PM LEGAL TECHNOLOGY (C224) 1:00-4:00 PM LEGAL ETHICS (C126) | 9:00-12:00 PM PARALEGAL SEMINAR I (C103B) |

SUN MON TUE WED THU FRI SAT

28

9:00-12:00 PM
CORPORATE LAW
PRACTICE (C126)

1:00-4:00 PM
CONTRACT LAW
(C126)

29

9:00-12:00 PM
INTRODUCTION
TO LITIGATION
(C126)

1:00-4:00 PM
LEGAL RESEARCH
AND WRITING
(C126)

30

9:00-12:00 PM
CORPORATE LAW
PRACTICE (C126)

1:00-4:00 PM
CONTRACT LAW
(C126)

31



NOV2018



GEORGETOWN UNIVERSITY
School of Continuing Studies

PART ONE: GEORGETOWN UNIVERSITY SCHOOL OF CONTINUING STUDIES PARALEGAL STUDIES CERTIFICATE PROGRAM

| SUN | MON | TUE | WED | THU | FRI | SAT |
|-----|---|--|---|--|--|---|
| | | | | | 01 | 02 |
| | | | | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) | 9:00-12:00 PM LEGAL ETHICS (C126) | 9:00- 12:00 PM PARALEGAL SEMINAR I: LEXISNEXIS/WEST LAW TRAINING (C103B) |
| | | | | 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 1:00-4:00 PM LEGAL TECHNOLOGY (C224) | |
| | 04 | 05 | 06 | 07 | 08 | 09 |
| | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) | 9:00-12:00 PM LEGAL TECHNOLOGY (C224) | |
| | 1:00-4:00 PM CONTRACT LAW (C126) | 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 1:00-4:00 PM CONTRACT LAW (C126) | 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 1:00-4:00 PM PARALEGAL SEMINAR I (C126) | |
| | 11 | 12 | 13 | 14 | 15 | 16 |
| | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) | 9:00-12:00 PM CORPORATE LAW PRACTICE (C126) | 9:00-12:00 PM INTRODUCTION TO LITIGATION (C126) | 9:00-12:00 PM LEGAL TECHNOLOGY (C224) | |
| | 1:00-4:00 PM CONTRACT LAW (C126) | 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 1:00-4:00 PM CONTRACT LAW (C126) | 1:00-4:00 PM LEGAL RESEARCH AND WRITING (C126) | 1:00-4:00 PM PARALEGAL SEMINAR I (C126) | |
| | | | | | | 17 |

SUN

MON

TUE

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THU

FRI

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18

19

20

21

22

23

24

NO CLASS

NO CLASS

NO CLASS

NO CLASS

NO CLASS



NOV/DEC2018



PART TWO: GEORGETOWN UNIVERSITY SCHOOL OF CONTINUING STUDIES PARALEGAL STUDIES CERTIFICATE PROGRAM

| SUN | MON | TUE | WED | THU | FRI | SAT |
|--|--|--|--|---|--|---|
| 25 | 26 | 27 | 28 | 29 | 30 | 01 |
| | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM PARALEGAL SEMINAR II (C126) | 9:00-12:00 PM TORT LAW (C228) |
| | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C228) |
| 02 | 03 | 04 | 05 | 06 | 07 | 08 |
| 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTERVIEWS WITH LAW FIRMS (Multiple rooms) | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | |
| 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM PARALEGAL SEMINAR II (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | |
| 09 | 10 | 11 | 12 | 13 | 14 | 15 |
| 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTERVIEWS WITH LAW FIRMS (Multiple rooms) | 9:00-12:00 PM TORT LAW (C126) | |
| 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM PARALEGAL SEMINAR II (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | |

| SUN | MON | TUE | WED | THU | FRI | SAT |
|-----|--|---|--|---|---|-----------|
| | 16 | 17 | 18 | 19 | 20 | 21 |
| | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM INTRODUCTION TO CRIMINAL LAW & PRACTICE (C126) | 9:00-12:00 PM TORT LAW (C126) | 9:00-12:00 PM PARALEGAL SEMINAR II (C126) | |
| | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | 1:00-4:00 PM ADVANCED LITIGATION & TRIAL PRACTICE (C126) | 1:00-4:00 PM ADVANCED LEGAL WRITING SEMINAR (C126) | PROGRAM COMPLETION | |
| | | | | | | 22 |



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School of Continuing Studies

APPENDIX B:

POTENTIAL FACULTY MAY INCLUDE:

Suzanne Tsintolas

Legal Research & Writing, Introduction to Litigation, Adv. Legal Writing Seminar, Tort Law

B.A., University of New Hampshire; M.S., Troy State University (Human Resource Management); M.S., Troy State University (Public Administration); J.D., Vermont Law School. Trial attorney concentrating in employment law, civil rights, contract, and corporate law. Formerly, senior human resources manager for a Fortune 50 company; adjunct professor of paralegal studies at the George Washington University and Montgomery College. Admitted Maryland Court of Appeals; United States District Courts for the District of Maryland and the District of Columbia; United States Court of Federal Claims; and the United States Courts of Appeals for the Federal Circuit and the District of Columbia Circuit. Commercial and Contract Law, Legal Research and Writing, Advanced Legal Writing Seminar.

Deborah E. Bouchoux

Corporate Law Practice

B.A., San Diego State University, magna cum laude; J.D., University of Santa Clara School of Law, summa cum laude. Admitted before District of Columbia Court of Appeals and United States District Court for the Southern District of California. Member, District of Columbia Bar Association (active) and the State Bar of California (inactive).

Ms. Bouchoux is a licensed attorney who was engaged in private practice for more than twenty years, specializing in corporate and intellectual property law. She also served for four years as in-house counsel for a high tech company in northern Virginia.

Additionally, Ms. Bouchoux has more than twenty-five years of experience in legal education. She has taught at various universities, including the University of San Diego.

Ms. Bouchoux has spoken on a variety of legal topics at private law firms, Fortune 500 companies, for the National Capital Area Paralegal Association, and various government agencies, including the U.S. Department of Justice and the U.S. Tax Court.



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Kenneth Kellner

Legal Ethics

B.S., Cornell University (Industrial and Labor Relations); J.D., Emory University School of Law; Articles Editor, Emory Journal of International Dispute Resolution; Attorney Advisor, Office of Legislative Affairs, U.S. Department of Justice; Chief Counsel, Office of the Clerk, U.S. House of Representatives; Deputy Chief Counsel and Director of Investigations and Enforcement, Committee on Standards of Official Conduct, U.S. House of Representatives; Trial Attorney, Environment and Natural Resources Division, U.S. Department of Justice; Assistant General Counsel and Litigation Attorney, Federal Election Commission., Admitted to District of Columbia Bar and the State Bar of Georgia, and the bars of the United States Supreme Court and other federal courts.

Amy Bowser-Rollins

Legal Technology

Amy Bowser-Rollins is a mentor, instructor, speaker and podcaster who is currently sharing her experiences, best practices, how to's, and insights into a career in litigation support. She has a stellar reputation in the litigation support industry amongst her peers and, in the words of her students and mentees; she genuinely cares about helping others.

Ms. Bowser has been working in the legal industry since 1983. On the law firm side, she has been a billing administrator, a word processing supervisor, a legal secretary, a legal trainer, an applications specialist and a national litigation support manager. On the service provider side, she has been a managing director, a technology consultant and a director of litigation support services. In between, she has started 3 businesses on her own that have provided services in the legal industry.

In Sept 2011, Ms. Bowser launched a mentoring and eLearning website, LitigationSupportGuru.com, to give back to the litigation support industry and to fill a gap in the education of "A Day in the Life" of a litigation support professional. Over the years, she has helped dozens of people find jobs in litigation support. She has provided 1:1 coaching and mentoring as well as participated in the 4-week hands-on internship program for students in the summer intensive paralegal studies program at Georgetown University.



GEORGETOWN UNIVERSITY
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Ms. Bowser has worked on over 250 electronic discovery cases and has gained extensive experience in the project management of complex litigation cases. She has years of experience with “second requests”, internal investigations, government investigations and productions to the SEC, DOJ, FTC, and USITC.

She has provided consulting services and training to corporations and law firms and has been a frequent speaker at legal technology conferences. In addition, she has attended 30(b)(6) depositions as an electronic discovery expert.

Ms. Bowser is currently (1) in litigation support at boutique litigation firm Robbins Russell LLP, (2) an Adjunct Professor in the Paralegal Studies Program at Georgetown University, (3) an Executive Director on the Board of Directors at Women in eDiscovery and (4) a Mentor, Coach and Instructor at Litigation Support Guru.

Rawle Andrews, Jr.

Adv. Litigation & Trial Practice

Rawle Andrews Jr., is the Managing Attorney of AARP Legal Counsel for the Elderly, Inc. (LCE). For over 16 years, Mr. Andrews has practiced in the areas of general civil & complex commercial litigation and regulatory matters, including bankruptcy and creditors' rights, civil rights, contracts, employment, predatory lending, and all phases of alternative dispute resolution (ADR). Before joining LCE, Mr. Andrews was a litigator with Squire, Sanders & Dempsey; a partner with Dickinson Wright; and Founding Chairman of Andrews & Bowe. In addition to his law practice, Mr. Andrews is an adjunct professor in housing discrimination at the Howard University School of Law; a member of the Gerson Lehrman Group Law Council; a member of the National Institute for Trial Advocacy Alumni Association; a member of the American Arbitration Association; a past Vice Chairman of the Make-A-Wish Foundation; and a frequent author and lecturer on civil litigation, employment law and ADR issues.

Mr. Andrews earned his J.D., with honors, from the Howard University School of Law (1990), where he was a Member of the Howard Law Journal, and his B.A. from Texas Southern University (1987), where he was a Hearst Foundation-U.S. Senate Youth Scholar. Mr. Andrews is an active member of the District of Columbia Bar and the Pennsylvania Bar, the ADR Committee Chair for the Bar Association of the District of Columbia (BADC; the District's oldest bar association), and the D.C. Bar's 2006 Pro Bono Lawyer of the Year.



GEORGETOWN UNIVERSITY
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Rachel Moss

Immigration Law

Rachel Moss practices immigration law exclusively, and centers her practice on corporate and employment-based immigration. In addition, Ms. Moss helps individuals prepare immigrant petitions on behalf of their families, and handles naturalization and citizenship matters. She has specific experience working with Consulates in Europe, Asia and Africa, and seeks to provide comprehensive guidance in the areas of corporate and family-based visa applications. She also routinely represents clients facing removal in Immigration Court, and selectively provides other immigration litigation services.

Ms. Moss has lived and been educated in the US, England and Kenya, expanding her global viewpoint and giving her an empathetic view of the needs and concerns of individuals and businesses navigating immigration law in the US.

Mary Sylvia

Introduction to Trademark Law

B.S., University of Wisconsin; M.S., University of South Florida; J.D., The Washington College of Law at American University. Counsel at Nixon Peabody LLP, where Ms. Webster practices in the areas of intellectual property law, including patents, trademarks, copyrights and trade secrets, with focus on life sciences. Admitted to practice before the U.S. Patent & Trademark Office, the State of Maryland, the District of Columbia, the U.S. District Court for the District of Maryland, and the U.S. Court of Appeals for the Federal Circuit. A former judicial clerk to (now Senior) Circuit Judge Raymond C. Clevenger, III, of the U.S. Court of Appeals for the Federal Circuit. Intellectual Property.

Matthew Amon

LexisNexis/Westlaw Training

Matthew Amon is an attorney for Thomson Reuters in Washington, D.C. working with federal agencies in the regulatory domain. He works with attorneys and investigators at federal agencies including the Department of Labor, Department of Commerce, U.S. Patent & Trademark Office, and the Consumer Finance Protection Bureau. Specifically, Mr. Amon advises legal and investigative professionals in the federal government sector on the most effective research methods, leveraging new technologies. Mr. Amon is a specialist in online legal research on Westlaw, Lexis, and Bloomberg Law and is a frequent guest lecturer at law schools.



GEORGETOWN UNIVERSITY
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Prior to working for Thomson Reuters, Mr. Amon worked as an Investigative Analyst for the American Red Cross' Fraud Investigations Unit. Through years of coordination with federal law enforcement agencies, including the Department of Justice and the US Postal Inspectors, Mr. Amon developed expertise in waste, fraud, and abuse identification and prosecution. Mr. Amon's work contributed to several high profile white collar fraud prosecutions in the wake of hurricanes Katrina and Rita.

Mr. Amon earned a J.D. from Hofstra Law School, a paralegal certificate from Georgetown University, and a B.A. from The George Washington University. He resides in the Washington, D.C. area with his family.

RETURNING CITIZENS PARALEGAL FELLOWSHIP AGREEMENT

This Agreement is made and entered into by between the District of Columbia Mayor's Office on Returning Citizens Affairs ("MORCA") and Covington & Burling LLP (the "Firm") effective August 23, 2018.

WHEREAS, MORCA, Washington DC's only agency exclusively dedicated to uplifting the District's returning citizens, provides support, zealous advocacy, vital information, and connection to high-quality resources and services throughout the District, in order to remove the barriers to success facing that community as it navigates reentry into a growing city.

WHEREAS, MORCA has established the MORCA Paralegal Fellowship Initiative (the "Initiative") for the training of returning citizens to work as paralegal interns/fellows ("Fellows") with businesses in the District of Columbia; and,

WHEREAS, the Firm wishes to participate in the Initiative and to employ and mentor a Fellow for a one-year Fellowship.

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, MORCA and the Firm agree as follows:

1. THE SELECTION OF FELLOWS FOR THE INITIATIVE.

1.1 MORCA shall make an initial selection of individuals it believes may be appropriate participants in the Initiative. The following information regarding participants will be made available to the evaluation panel referenced in Section 1.2. At a minimum, each individual initially selected:

- (a) Must be a Returning Citizen (eligibility determined by MORCA);
- (b) Must be a District of Columbia resident (eligibility determined by MORCA);
- (c) Must have at least a high school diploma or equivalent degree;
- (d) Must submit a current resume;
- (e) Must submit a one-page Personal Statement written by the Fellow;
- (f) Must complete and submit a score for the E-CASAS aptitude test administered by the District of Columbia Department of Employment Services ("DOES");
- (g) Must verify a high school diploma (or GED), and provide college or post graduate transcripts (if applicable); and,

- (h) Must submit to DCHR suitability background check, which includes an FBI report and lists all charges. An applicant must have no pending or open charges. The underlying information regarding an applicant's suitability will not be provided to the evaluation panel.
- (i) Must submit writing sample, completed in-person, to MORCA

1.2 The Firm may designate one (1) representative and one (1) alternate representative to participate in an evaluation panel organized by MORCA to assist with the final selection of Fellows to participate in the Initiative. MORCA shall make the final selection of participants.

2. **MORCA TRAINING OF FELLOWS.** MORCA or another District agency such as the Department of Employment Services shall provide three (3) weeks of office and computer skills training to each Fellow selected to participate in the Initiative. MORCA also shall provide to each such Fellow the 10-week paralegal certificate training program offered by Georgetown University Law School (the "GULC Certification"). The costs of all such training shall be borne by MORCA, the District government, or shall be donated to Washington, DC. Only Fellows who graduate from the office and computer skills and the GULC training shall be considered for employment by the Firm.

3. **THE SELECTION/ASSIGNMENT OF A FELLOW.**

3.1 At least three (3) weeks before the completion of the GULC training, the Firm will use data supplied by MORCA (course work, profile-packet, etc.) to identify its top three (3) Fellow candidates to interview. The data will include any final grades, as they are available, from the Fellow candidates' first term. The Firm may also provide promotional materials to candidates so that they may identify and rank their preference by October 29, 2018. MORCA will agree to assign additional Fellow candidates for the Firm to interview. The Firm shall interview six (6) candidates on November 30, 2018 and December 7, 2018 at Georgetown University, rank the candidates in order of preference, and submit that ranking to MORCA, including any "knockout" candidates that it would not accept as employees. The Firm may also invite potential candidates to tour its offices or conduct any additional interviews on December 14, 2018. The Firm understands that interviews provide good experience for the candidates and a candidate who may not initially be of interest may prove to be of interest once the Firm meets the candidate.

3.2 MORCA shall use that ranking and its established matching algorithm to match one (1) candidate with the Firm. The Firm shall make a conditional offer of employment to the matched Fellow candidate, which may be rescinded only in accordance with law. The Firm may ask the candidate to fill out the paperwork that it requires of all candidates, and shall not rescind a conditional offer of employment for any reason that violates District of Columbia or federal law.

4. **THE FIRM'S OFFER TO A FELLOW.** The Firm's offer to a Fellow: a) shall offer "at will" employment with the Firm for a fellowship of one (1) year, beginning within fourteen (14) days of the Fellow's graduation from the GULC training; b) shall offer, at least, the

same compensation that the Firm provides or would provide to similarly situated first-year paralegals, \$42,000 - \$46,000 annual salary plus benefits and, c) shall be contingent upon the Fellow's successful completion of the GULC Certification, and may be contingent upon final reference checks, background checks and due diligence at the Firm's cost. The Fellow shall be eligible for all of the benefits provided to other similarly situated first-year paralegals at the Firm.

5. THE FELLOWSHIP.

5.1 During the fellowship, the Firm shall provide work assignments, feedback and mentoring to the Fellow to assist the Fellow in his/her development as a paralegal, and shall make professional development opportunities available to him/her on the same basis as the Firm provides or would provide to other Firm first-year paralegals.

5.2 The Fellow will be subject to all requirements, rules and procedures that the Firm imposes on other employees. MORCA acknowledges, and shall so advise the Fellow before he/she accepts a fellowship offered by the Firm, that the Fellow's prior conviction may require the Firm to screen the Fellow from certain client matters or client information.

5.3 The Firm and MORCA shall each, at its own cost, provide during the fellowship a mentor with whom the Fellow may consult or communicate to better serve the Fellow's development. The MORCA mentor shall coordinate with the Firm mentor each month regarding the Fellow's development, and shall conduct twice a month check-ins with the Fellow. The MORCA mentor will not seek or have access to the Firm's client information or Firm confidential information, nor should the Fellow disclose such information. The Firm will allow the Fellow reasonable unpaid leave to attend Initiative events and MORCA mentoring sessions.

6. AT-WILL RELATIONSHIP. MORCA acknowledges that the Fellow's employment during the one-year fellowship shall be "at-will;" either the Firm or the Fellow may terminate the Fellow's employment during that time with or without cause, with or without notice, so long as the Fellow is not terminated for a reason contrary to law. If either the Firm or the Fellow decides to terminate the employment before the end of the one-year fellowship, the Firm shall promptly notify MORCA.

7. POST-FELLOWSHIP EMPLOYMENT OF THE FELLOW.

7.1 While the objective of the program is to provide fellows with long term employment, the Firm has no obligation to offer to the Fellow employment beyond the one-year fellowship. The Firm may treat the Fellow exactly on par with other similarly situated paralegals and provide evaluations at the same time and in the same manner that it provides such evaluations, promotions, and promotion or retention forecasts, so long as they minimally meet the timeframe set forth in 7.2 below.

7.2 No later than three hundred (300) days after the Fellow commences employment with the Firm, the Firm shall advise MORCA and the Fellow whether the Firm intends to extend the Fellow's employment beyond the one-year fellowship. However, lack of notice by the Firm within those 300 days does not obligate the Firm to extend the Fellow's employment.

7.3 If the Firm chooses to extend the Fellow's employment, then the Firm and the Fellow may negotiate such compensation and other employment terms as they deem appropriate. In line with the intent of the program stated in 7.1, the Firm, if it chooses to retain the Fellow beyond the year, would compensate the former Fellow in line with similarly-situated persons and not hold him or her in a permanent position of lower pay due to any perceived negotiating disadvantage that persons who were involved in the justice system may face.

7.4 If the Firm chooses not to extend the Fellow's employment beyond the fellowship, MORCA shall work with DOES to identify potential employment for the Fellow following the completion of the fellowship. The Firm agrees to cooperate by allowing the Fellow unpaid leave to interview at other places, consistent with necessary tasks at the Firm. The Firm shall also describe in general terms the types of skills the Fellow used during the fellowship (i.e., it would not simply confirm dates of employment), but may require that the Fellow first release the Firm from any liability for such statements. However, this Agreement does not necessitate any favorable review if such review is not warranted by performance.

8. **CONFIDENTIALITY.** The Firm and/or MORCA may publicize the Firm's participation in the Initiative. If a Fellow asks the Firm to limit the disclosure of information regarding his or her criminal history or participation in the Initiative, the Firm shall make reasonable efforts to accommodate that request. The Firm agrees to work with the Fellow and MORCA, so that communication related to the Fellow's criminal history is handled with appropriate sensitivity. MORCA acknowledges, and shall so advise the Fellow before he/she accepts fellowship offered by the Firm, that the Firm shall retain discretion to disclose the Fellow's criminal history to its lawyers, staff, clients or prospective clients as the Firm deems appropriate. Under no circumstances shall the Firm be held liable by MORCA for any Firm decision or failure to maintain the confidentiality of the Fellow's criminal history.

9. **BACKGROUND INVESTIGATIONS AND INQUIRIES.** MORCA will ensure that a Fellow undergoes a suitability screening that is conducted by the District of Columbia Government.

10. **TERM.** This Agreement shall expire upon the completion of the first one-year fellowship. MORCA and the Firm may agree in writing to extend this Agreement for additional selections and fellowships.

11. **NOTICES.** All notices, requests, demands and other communications required or permitted to be given in writing pursuant to this Agreement shall be given:

If to MORCA:

Brian Ferguson
Executive Director
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Avenue, SE (Ste 100)
Washington, DC 20020
brian.ferguson@dc.gov

and

Gloria Martinez
Director of Operations
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Avenue, SE (Ste 100)
Washington, DC 20020
gloria.martinez@dc.gov

If to the Firm:

John B. Waters
Executive Director, Administration
Covington & Burling LLP
850 Tenth Street, NW
Washington, DC 20001
jwaters@cov.com

and

Daniel E. Johnson
Deputy General Counsel
Covington & Burling LLP
850 Tenth Street, NW
Washington, DC 20001
dejohnson@cov.com

12. **GOVERNING LAW.** This Agreement shall be governed by the law of the District of Columbia.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid or binding upon the parties unless such change or modification is in writing and is signed by the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

DISTRICT OF COLUMBIA MAYOR'S OFFICE
OF RETURNING CITIZENS AFFAIRS

A handwritten signature in black ink, appearing to read "Brian Ferguson", written over a horizontal line.

By: Brian Ferguson
Title: Executive Director

COVINGTON & BURLING LLP

A handwritten signature in black ink, appearing to read "John B. Waters", written over a horizontal line.

By: John B. Waters
Title: Executive Director

AMENDMENT NO. 1 TO
THE RETURNING CITIZENS PARALEGAL FELLOWSHIP AGREEMENT

MORCA and Covington & Burling LLP hereby amend their Returning Citizens Paralegal Fellowship Agreement ("Agreement") as follows, effective August 23, 2018:

Section 3 of the Agreement is deleted in its entirety and the following Section shall be inserted in lieu thereof:

3. THE FIRM'S SELECTION OF A FELLOW.

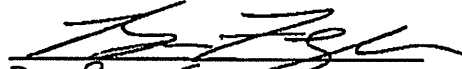
3.1 The Firm shall provide to MORCA its relevant job description(s) and criteria for hiring a Fellow. The Firm shall provide to MORCA, by October 29, 2018, Firm promotional materials so that Fellows may identify and rank their preferences among the law firms.

3.2 MORCA shall then make its reasonable best efforts to identify Fellow candidates for the Firm to interview who meet the Firm's criteria and are interested in employment with the Firm. MORCA shall provide data to the Firm regarding those candidates (course work, profile-packet, any available final grades from the candidates' first term, candidate preferences, etc.). At least three (3) weeks before the completion of the GULC training, the Firm will use data supplied by MORCA to identify its top candidates to interview.

3.3 Before the Firm interviews a candidate, it may require the candidate to complete the Firm's standard employment application. The Firm may interview candidates identified by MORCA on November 30, 2018 and/or December 7, 2018 at Georgetown University, may arrange for callback interviews at the Firm, and may conduct its own reference checks, background checks and due diligence at its own cost.

3.4 If one or more candidates meets the Firm's criteria, the Firm shall, before the Fellow(s) complete(s) the GULC training, extend a written offer to such Fellow(s) until one (1) Fellow accepts the Firm's offer. If no such Fellow meets the Firm's and its clients' criteria or accepts the Firm's offer of employment, MORCA shall identify one or more additional Fellows for the Firm's consideration until the Firm identifies a Fellow to whom the Firm wishes to make an offer. However, if, after exhausting that process, the Firm is not able to satisfy its requirements from among the potential Fellows, the Firm is under no obligation to hire a Fellow.

DISTRICT OF COLUMBIA MAYOR'S OFFICE
OF RETURNING CITIZENS AFFAIRS



By: Brian Ferguson
Title: Executive Director

COVINGTON & BURLING LLP



By: John Waters
Title: Executive Director

**MODIFICATION NUMBER THREE
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES
AND
THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
FOR
FISCAL YEAR 2019**

This Memorandum of Understanding (MOU) dated February 26, 2016, was entered into between the District of Columbia (District) Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, and the Mayor's Office on Returning Citizen Affairs (MORCA), the seller agency, collectively referred to herein as the "Parties". The Parties now desire to modify the MOU as follows:

I. Section II. PROGRAM GOALS AND OBJECTIVES: The second paragraph is hereby deleted and replaced with the following:

"This MOU recognizes that MORCA shall recruit and refer returning citizens, in conjunction with its partnership with DHS/SNAP Employment and Training Program ("E&T" or "FSET" Program), including, but not limited to those SNAP customers who are returning citizens, and are referred to MORCA, through SNAP FSET vetting. The purpose of this MOU with MORCA is to expand upon the SNAP FSET program by providing educational services, resources, and job placement to serve up to one hundred (100) eligible SNAP FSET customers through MORCA. The additional services funded, in part, by this MOU shall allow SNAP FSET customers to:

- A. Receive educational training and/or work accommodations made to ensure that these customers are successful in their training and work endeavors;
- B. Receive services that help them enhance their workforce development skills so that they can transition to job or professional development training, postsecondary education and/or employment;
- C. Gain assignment to trained Vocational Development Specialist who will conduct case management throughout the fiscal year and provide an initial SNAP Comprehensive Assessment (SCA);
- D. Receive one-to-one career coaching, counseling, and access to the SNAP FSET computer lab; and
- E. Receive a referral to a Community-Based Partner who specializes in providing sector and industry based certifications and trainings."

II. Section IV. DURATION OF MOU: Sub-section A. is hereby deleted and replaced with the following:

"The period of this MOU shall be from October 1, 2018 through September 30, 2019, unless terminated in writing by the Parties prior to the expiration".

III. Section VI. FUNDING PROVISIONS: Sub-section A. COST OF SERVICES is hereby deleted and replaced with the following:

"Total cost of services under this MOU shall not exceed three hundred thousand dollars (\$300,000.00) in local dollars for Fiscal Year (FY) 2019 on eligible training and employment services for one hundred (100) SNAP FSET customers with fifty percent (50%) of this cost being reimbursed with federal funds based on approval of the FY 2019 State Plan by FNS. The total reimbursable amount shall not exceed one hundred fifty thousand dollars (\$150,000.00), provided all costs and expenditures shall not exceed the three hundred thousand dollars (\$300,000.00) in local dollars for FY 2019."

IV. Section VI. FUNDING PROVISION: Sub-section B. PAYMENTS, Paragraph 2. is hereby deleted and replaced with the following:

"2. The invoices shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers; (3) overhead, (4) all other costs; and (5) expenditures, provided, all costs and expenditures shall not exceed three hundred thousand dollars (\$300,000.00) in local dollars for FY 2019."

V. Section XII. NOTICE: this section is hereby replaced with the following:

"The following individuals are the point of contacts for this MOU:

For DHS:

Mary Thea Proctor
SNAP E&T Program Manager
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 715-7804
Email: MaryThea.Proctor@dc.gov

Carlous Price
SNAP E&T Program Analyst
Economic Security Administration
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 299-3554
Email: Carlous.Price@dc.gov

For MORCA:

Brian Ferguson
Director
Mayor's Office on Returning Citizens Affairs
2100 Martin Luther King, Jr., Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 715-7670
Email: Brian.Ferguson@dc.gov

All other terms and conditions of the MOU shall remain the same.

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

12/11/18
Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:



Brian Ferguson
Director

1/10/2019
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



OFFICE OF THE DIRECTOR REVIEW AND APPROVAL ROUTING SHEET

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective DOES program areas prior to the Director's receipt for final approval and signature, as needed.
(Rev. UMH 12/05/2018)

Parties Consulted:

Initials

Date

☐ **DOES General Counsel**

When legal issues are involved

☐ **DOES Agency Fiscal Officer**

When fiscal matters are involved

☐ **Chief of Staff**

When DOL issues are involved or as necessary

☐ **Chief Operating Officer**

When operational issues are involved

☐ **Chief Strategy Officer**

When it involves performance, data, innovation and youth opportunities

☐ **Deputy Director, Division of State Initiatives**

For all DSI issues

☐ **Deputy Director, Labor Standards Bureau**

For all labor issues including First Source, OWH, DOL OSHA

☐ **Deputy Director, Workforce Development**

When DOL or other workforce issues are involved

☐ **Deputy Director, Economic Stability and Benefits**

When PFL or DOL issues are involved

☐ **Associate Director/Program Manager**

For the policy-related program (indicate below):

☐ **Program Manager, Human Resources**

When personnel issues are involved

☐ **Communications Director/Senior Advisor**

For Quality Control purposes

 1/3/19

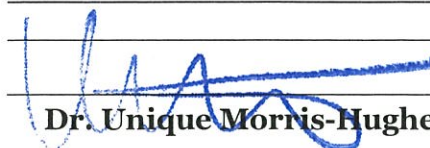
Director's Decision:

Approved ☐

Disapproved ☐

In this section, the Director will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

Director's Comments:


Dr. Unique Morris-Hughes, Director

Date

1/3/19

**MEMORANDUM OF AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
AND
DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into between the Department of Employment Services (DOES) and the Mayor's Office on Returning Citizen Affairs (MORCA) individually referred to herein as "Party" and collectively referred to herein as "Parties".

DOES provides comprehensive employment services to ensure a competitive workforce, full employment, life-long learning, economic stability and the highest quality of life for all District residents. DOES, a proud partner of the American Job Center system, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency and auxiliary aids/services to those with disabilities. DOES is committed to collaborating with government, non-profit, and private service providers to bring specialized services and support to participants of transitional employment programs and workforce development initiatives.

MORCA provides useful information for the empowerment of previously incarcerated persons in order to create a productive and supportive environment where persons may thrive, prosper and contribute to the social, political and economic development of self, family, and community.

II. PURPOSE AND AUTHORITY

The purpose of this MOU is to define the responsibilities of each Party in delivering the MORCA Paralegal Fellowship and providing an hourly training wage for up to twenty-five (25) eligible returning citizens for attending Part I, II and III of the MORCA Paralegal Fellowship.

The authority for this MOU is D.C. Official Code § 1-301.01(k), any other authority under the Parties' programs, and the contract between Georgetown University and MORCA, dated December 17, 2018, effective as of August 1, 2018.

III. PROGRAM DESCRIPTION

As a strategic initiative, MORCA and Georgetown University's School of Continuing Studies (SCS) have partnered to create a customized twelve-week paralegal certification program (MORCA Paralegal Fellowship) that will identify and train up to 25 highly experienced, previously incarcerated men and women to become unique and valuable paralegal interns with participating firms for up to one year. Beyond the academic work,

participants will also refine other competencies critical to success in the legal profession – analytical and organizational acumen, and verbal and written communication skills. DOES and MORCA will share the responsibility of funding, which is \$110,000.

The MORCA Paralegal Fellowship meets daily for 12 weeks and is divided into three parts. During Part I, DOES will provide mandatory job readiness training (JRT) for two weeks from 9:00am – 4:00pm Monday through Friday. During Part II, SCS will provide courses for five weeks from 9:00am – 4:00 pm Monday through Friday and from 9:00am – 12:00pm on Saturdays. During Part III, SCS will provide courses for five weeks from 9:00am – 4:00pm Monday through Thursday and from 9:00am – 12:00pm on Fridays. Prior to the start of Part II, there will be a full-day orientation facilitated by SCS. A certificate completion ceremony and reception will take place following completion of Part III at dates to be determined with mutual consideration of the participant's preference and availability of venue space at Georgetown University.

During the final two weeks of Part III, participants shall interview with law firms who have agreed to host graduates of the MORCA Paralegal Fellowship as interns for a period of up to one year. During the last week of Part III, participants will be informed whether any of the law firms with which they've interviewed has selected them as an intern. The start date of the internship will be determined with dual consideration of the law firm's preference and the participant's availability.

The MORCA Paralegal Fellowship will take place during the Fall 2018 semester between October and December 2018. Exact dates will be determined with mutual consideration of the participant's goals and availability of Georgetown University SCS faculty.

DOES will provide eligible participants an hourly training wage during the twelve-week MORCA Paralegal Fellowship. Once selected as an intern, the participants' hourly wage will be paid by the law firm that selects them as an intern.

The total cost per cohort

IV. RESPONSIBILITIES OF THE PARTIES

A. DOES shall:

1. Conduct Part I of the MORCA Paralegal Fellowship focused on preparing participants to work in a law firm environment. The training will cover topics such as self-esteem, self-image, workplace attitudes, workplace expectations, sexual harassment, and corporate attire and etiquette.
2. Provide \$9.50 per hour (not to exceed 40 hours per week and no paid holidays) to MORCA Paralegal Fellowship participants who successfully submit all required documents and attend Part I, II and III of the MORCA Paralegal Fellowship.

3. Appoint a DOES designee to act as a timekeeper during the two week job readiness training. The timekeeper shall collect timesheets each Friday and input time for each participant using the agency's Time Management system (TMS).
4. Provide job coaching services to successful graduates of the MORCA Paralegal Fellowship, during the first six months of the one year internship component of the MORCA Paralegal Fellowship. At least once per month, assigned job coaches will have in person contact with each participant participating in the internship component.
5. Provide MORCA with funding in the amount of \$60,000 to be paid to Georgetown University for program expenses directly related to paralegal coursework at SCS.

B. MORCA shall:

1. Establish eligibility criteria for participation in the MORCA Paralegal Fellowship Initiative and select program participants who have submitted the below information:
 - a. Proof of Criminal Conviction
 - b. Proof of Residency Documentation
 - c. Education Requirements
 - d. Personal Statement
 - e. E-Casas Aptitude Requirements
 - f. Writing Sample
2. Ensure that participants submit required forms to DOES to qualify each participant for wages from DOES. Required documents include:
 - a. Paralegal Fellowship Application
 - b. Completed on-line registration in DCNetworks.org
 - c. Copy of DMV-issued DC identification
 - d. Social Security Card
 - e. DC D-4 Form
 - f. W-4 Form
3. During Parts II and III, input the weekly hours for each participant using (TMS). Weekly hours shall be tabulated using daily sign-in sheets that are submitted to MORCA by the SCS instructors on a weekly basis.

4. Provide a transportation subsidy to aid in the travel of participant attending Parts II and III of the MORCA Paralegal Fellowship.
5. Provide funding in the amount of \$50,000 to Georgetown University for program expenses directly related to paralegal coursework at SCS

V. FUNDING PROVISIONS

The total amount of funds to be transferred to MORCA in Fiscal Year 2019 under this MOU is \$60,000. Payment for the goods and/or services shall be made through a one-time Intra-District advance from DOES to MORCA and shall not exceed \$60,000. Use of funds shall be limited to program and services related to the Paralegal Fellowship.

- VI. ANTI-DEFICIENCY ACT** - The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.
- VII. LIABILITY** - Each Party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under federal and District of Columbia laws. Neither Party agrees to insure, defend, or indemnify the other.
- VIII. EQUAL OPPORTUNITY ASSURANCES** - The Parties to this MOU will fully comply with nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, 29 USCA §3248 and its regulations at 29 Code of Federal Regulations Part 37, which prohibits discrimination due to race, color, religion, sex, national origin, age, disability, or political affiliation, the District of Columbia Human Rights Act, and all other applicable anti-discrimination laws. Additionally, the Parties acknowledge that Mayor's Order 2017-313, dated December 18, 2017, regarding the District's Sexual Harassment Policy applies to third parties doing business in the District, including vendors, contractors, grantees, and customers, and that the Parties, grantees, and customers shall not engage in or allow sexual harassment in the workplace.
- IX. PROTECTION OF SENSITIVE INFORMATION** - The Parties shall comply with all applicable laws, regulations, and rules whether now in force or hereafter enacted or promulgated, including the federal and District of Columbia laws governing the disclosure of information or records of drug/alcohol treatment, HIV/AIDS, cancer, mental health and any other information and records protected by federal and District of Columbia privacy laws.
- X. FULL AGREEMENT AND MERGER** - The terms and conditions of this MOU constitute the full and complete agreement between the Parties. No other verbal or

written agreement shall, in any way, vary or alter any provision of this MOU unless both Parties consent to vary or alter the applicable provisions of this MOU in a signed writing.

- XI. PUBLICITY AND MEDIA** - Publicity releases and/or media interviews in connection with the activities of the agreement shall not be undertaken by either Party without prior written approval by the Parties through its Office of the Director, Office of Legislative, Intergovernmental and/or Public Affairs.
- XII. JOINTLY DRAFTED** - This MOU shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.
- XIII. AUTHORITY TO EXECUTE** - Each of the undersigned individuals represents and warrants the express and due authority to execute this MOU and to legally bind each Party as set forth in this MOU.
- XIV. NO THIRD-PARTY BENEFICIARY** - This MOU shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this MOU.
- XV. NOTICES** - All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the addresses set forth below. Any such notice shall be deemed delivered when received.
- XVI. TERMINATION** - Either DOES or MORCA may terminate this MOU based on the non-performance of the other Party to this MOU upon 30-day written notification to the other Party and a written report on participants receiving services pursuant to this MOU.
- XVII. DURATION AND MODIFICATION OF THE MOU** - This MOU is effective as of August 1, 2018 and will be fully executed on the date of the final signature and terminate on the first-year anniversary date of the final signature unless terminated pursuant to Section XIV above. The Parties will review the MOU three months after its execution date to assess the effectiveness of the MORCA Paralegal Fellowship in light of the stated responsibilities contained herein. The Parties may extend the term of this MOU for an additional twelve (12) months from the date of expiration if the assessment of the MORCA Paralegal Fellowship is favorable, if there exists appropriated funding, and the Parties memorialize their mutual commitment to extend the MOU in writing, prior to its termination.

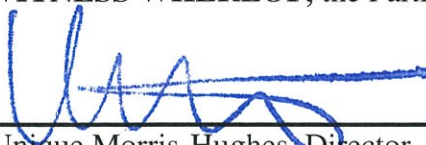
XVIII. POINTS OF CONTACT

A. Ayesha Upshur
Program Manager
Division of State Initiatives
Department of Employment Services
4058 Minnesota Ave NE
Washington, D.C 20019

(202) 698-4210 (office)
ayesha.upshur@dc.gov

B. Gloria Martinez
Director of Operations
Mayor's Office on Returning Citizen Affairs (MORCA)
Executive Office of Mayor Muriel Bowser
2100 Martin Luther King Jr. Avenue SE, Suite 100
Washington, DC 20020
(202)715-7671

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



Dr. Unique Morris-Hughes, Director
Department of Employment Services
Government of the District of Columbia

1/3/19

Date

Brian Ferguson, Director
Mayor's Office on Returning Citizen Affairs
Government of the District of Columbia

Date

RETURNING CITIZENS PARALEGAL FELLOWSHIP AGREEMENT

This Agreement is made and entered into by between the *District of Columbia Mayor's Office on Returning Citizens Affairs* ("MORCA") and *The District of Columbia Office of the Attorney General* ("OAG") effective September 7, 2018.

WHEREAS, MORCA, Washington DC's only agency exclusively dedicated to uplifting the District's returning citizens, provides support, zealous advocacy, vital information, and connection to high-quality resources and services throughout the District, in order to remove the barriers to success facing that community as it navigates reentry into a growing city.

WHEREAS, MORCA has established the MORCA Paralegal Fellowship Initiative (the "Initiative") for the training of returning citizens to work as paralegal interns/fellows ("Fellows") with businesses in the District of Columbia; and,

WHEREAS, OAG wishes to participate in the Initiative and to employ and mentor a Fellow for a one-year Fellowship.

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, MORCA and OAG agree as follows:

1. THE SELECTION OF FELLOWS FOR THE INITIATIVE.

1.1 MORCA shall make an initial selection of individuals it believes may be appropriate participants in the Initiative. The following information regarding participants will be made available to the evaluation panel referenced in Section 1.2. At a minimum, each individual initially selected:

- (a) Must be a Returning Citizen (eligibility determined by MORCA);
- (b) Must be a District of Columbia resident (eligibility determined by MORCA);
- (c) Must submit a current resume;
- (d) Must submit a one-page Personal Statement written by the Fellow;
- (e) Must complete and submit a score for the E-CASAS aptitude test administered by the District of Columbia Department of Employment Services ("DOES");
- (f) Must verify a high school diploma (or GED), and provide college or post graduate transcripts (if applicable);
- (g) Must submit to DCHR suitability background check, which includes an FBI report and lists all charges. An applicant must have no pending or

open charges. The underlying information regarding an applicant's suitability will not be provided to the evaluation panel; and

- (h) Must submit writing sample, completed in-person, to MORCA.

1.2 OAG may designate one (1) representative and one (1) alternate representative to participate in an evaluation panel organized by MORCA to assist with the final selection of Fellows to participate in the Initiative. MORCA shall make the final selection of participants.

2. **MORCA TRAINING OF FELLOWS.** MORCA, or another District agency, such as the Department of Employment Services shall provide three (3) weeks of office and computer skills training to each Fellow selected to participate in the Initiative. MORCA also shall provide to each such Fellow the 10-week paralegal certificate training program offered by Georgetown University Law School (the "GULC Certification"). The costs of all such training shall be borne by MORCA, the District government, or shall be donated to Washington, DC. Only Fellows who graduate from the office and computer skills and the GULC training shall be considered for employment by OAG.

3. **THE SELECTION/ASSIGNMENT OF A FELLOW.**

3.1 At least three (3) weeks before the completion of the GULC training, OAG will use data supplied by MORCA (course work, profile-packet, etc.) to identify its top three (3) Fellow candidates to interview. The data will include all final grades, as they are available, from the Fellow candidates' first term of GULC training. OAG may also provide promotional materials about OAG to candidates so that the fellow may identify and rank their placement preference by October 29, 2018. MORCA will agree to assign additional Fellow candidates for OAG to interview. OAG shall interview six (6) candidates on November 30, 2018 and December 7, 2018 at Georgetown University, rank the candidates in order of preference, and submit that ranking to MORCA, including the identification of any "knockout" candidates that OAG would not accept as employees. OAG may also invite potential candidates to tour its offices or conduct any additional interviews on December 14, 2018. OAG understands that interviews provide good experience for the candidates and a candidate who may not initially be of interest may prove to be of interest once OAG meets the candidate.

3.2 MORCA shall use OAG's ranking, including "knock-out" candidates, and MORCA's established matching algorithm to match one (1) candidate with OAG. OAG shall make a conditional offer of employment to the matched Fellow candidate, which shall be rescinded only in accord with law. OAG may ask the candidate to fill out the paperwork that it requires of all candidates, and shall not rescind a conditional offer of employment for any reason that violates District of Columbia or federal law.

4. **OAG'S OFFER TO A FELLOW.** OAG shall offer "at will" employment with OAG to the selected Fellow for a Fellowship of one (1) year, beginning within fourteen (14) days of the Fellow's graduation from the GULC training. The compensation offer shall be consistent with the same compensation that OAG provides to similarly situated first-year paralegals, \$42,000 - \$46,000 annual salary, plus benefits. The employment offer shall be

contingent upon the Fellow's successful completion of the GULC Certification. The Fellow shall be eligible for all of the benefits provided to other first-year paralegals at OAG.

5. **THE FELLOWSHIP.**

5.1 During the Fellowship, OAG shall provide work assignments, feedback and mentoring to the Fellow to assist the Fellow in his/her development as a paralegal, and shall make professional development opportunities available to him/her on the same basis as OAG provides or would provide to other OAG first-year paralegals.

5.2 The Fellow will be subject to all requirements, rules and procedures that OAG imposes on similarly-situated employees, defined as first year paralegals. MORCA acknowledges, and shall advise the Fellow before he/she accepts a fellowship offered by OAG, that the Fellow's prior conviction may require OAG to screen the Fellow from certain client or case matters or client or case information.

5.3 OAG and MORCA shall each, at its own cost, provide during the fellowship a mentor with whom the Fellow may consult or communicate to better serve the Fellow's development. The MORCA mentor shall coordinate with the OAG mentor each month regarding the Fellow's development, and shall conduct twice a month check-ins with the Fellow. The MORCA mentor will not seek or have access to OAG's client or case information. OAG will allow the Fellow reasonable unpaid leave to attend MORCA Initiative events.

6. **AT-WILL RELATIONSHIP.** MORCA acknowledges that the Fellow's employment during the one-year fellowship shall be "at-will;" either OAG or the Fellow may terminate the Fellow's employment during that time with or without cause or notice, so long as the Fellow is not terminated for a legally impermissible reason such as membership in a protected class. If either OAG or the Fellow decides to terminate the employment before the end of the one-year fellowship, OAG shall promptly notify MORCA.

7. **POST-FELLOWSHIP EMPLOYMENT OF THE FELLOW.**

7.1 While the objective of the program is to provide fellows with long term employment, OAG has no obligation to offer to the Fellow employment beyond the one-year fellowship. OAGs may treat the Fellow like similarly situated first year paralegals and provide evaluations, promotions, and promotion or retention forecasts within the timeframe set forth in 7.2 below.

7.2 No later than three hundred (300) days after the Fellow commences employment with OAG, OAG shall advise MORCA and the Fellow whether OAG intends to extend the Fellow's employment beyond the one-year fellowship. However, lack of notice by OAG within those 300 days does not obligate OAG to extend the Fellow's employment.

7.3 If OAG chooses to extend the Fellow's employment, then OAG and the Fellow may negotiate such compensation and other employment terms as they deem appropriate. In line with the intent of the program stated in 7.1, OAG, if it chooses to retain the Fellow beyond the year, would compensate the former Fellow in line with similarly-situated persons and



not hold him or her in a permanent position of lower pay due to any perceived negotiating disadvantage that persons who were involved in the justice system may face.

7.4 If OAG chooses not to extend the Fellow's employment beyond the fellowship, MORCA shall work with DOES to identify potential employment for the Fellow following the completion of the fellowship and OAG agrees to cooperate by describing in general terms the types of skills the paralegal used during the Fellowship and allowing the Fellow release time to interview at other places, consistent with necessary tasks at OAG. OAG will not simply confirm dates of employment. However, this Agreement does not require OAG to provide a favorable review, if a favorable review is not warranted by the Fellow's performance.

8. **CONFIDENTIALITY.** OAG and/or MORCA may publicize OAG's participation in the Initiative. If a Fellow asks OAG to limit the disclosure of information regarding his or her adult criminal history or participation in the Initiative, OAG shall make reasonable efforts to accommodate that request. Under no circumstances will OAG or MORCA release information concerning any juvenile delinquency history which either agency may become aware. OAG agrees to work with the Fellow and MORCA, so that communication related to the Fellow's adult criminal history is handled with appropriate sensitivity. MORCA acknowledges, and shall so advise the Fellow before he/she accepts fellowship offered by OAG, that OAG shall retain discretion to disclose the Fellow's adult criminal history, or juvenile criminal history as permitted by D.C. Official Code §§ 16-2331, 16-2332, and 16-2333, to its lawyers, staff, clients or prospective clients as OAG deems appropriate. Under no circumstances shall OAG be held liable by MORCA for any decision to disclose or failure to maintain the confidentiality of the Fellow's criminal history.

9. **BACKGROUND INVESTIGATIONS AND INQUIRIES.** MORCA will ensure that a Fellow undergoes a suitability screening that is conducted by the District of Columbia Government pursuant to Chapter 4 of the District Personnel Manual.

10. **TERM.** This Agreement shall expire upon the completion of the initial one-year fellowship. MORCA and OAG may agree in writing to extend this Agreement for additional selections and fellowships.

11. **NOTICES.** All notices, requests, demands and other communications required or permitted to be given in writing pursuant to this Agreement shall be given:



If to MORCA:

Brian Ferguson
Executive Director
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Avenue, SE (Ste 100)
Washington, DC 20020
brian.ferguson@dc.gov

and

Gloria Martinez
Director of Operations
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Avenue, SE (Ste 100)
Washington, DC 20020
gloria.martinez@dc.gov

If to OAG:

Penelope Talley
Chief Operating Officer
District of Columbia Office of the Attorney General
441 4th Street, N.W. Suite 1100 South
Washington, DC 20001
penelope.talley@dc.gov

12. **GOVERNING LAW.** This Agreement shall be governed by the law of the District of Columbia.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid or binding upon the parties unless such change or modification is in writing and is signed by the parties.



IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

DISTRICT OF COLUMBIA MAYOR'S OFFICE
OF RETURNING CITIZENS AFFAIRS



By: Brian Ferguson
Title: MORCA Director

THE DISTRICT OF COLUMBIA OFFICE OF
THE ATTORNEY GENERAL



Karl A. Racine
Title: Attorney General


GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES



Office of the Director

MEMORANDUM

TO: Brian Ferguson
Director
Mayor's Office on Returning
Citizens Affairs

FROM: Laura Green Zeilinger 
Director

DATE: JAN 9 - 2018

SUBJECT: Fiscal Year 2018 Modification Number Two to the Memorandum of Understanding between the Department of Human Services and the Mayor's Office on Returning Citizen Affairs – Supplemental Nutrition Assistance Program Employment and Training Program Re-entry Services for Returning Citizens participating in the Mayor's Office on Returning Citizen Affairs programs

This memorandum transmits for your review and approval one (1) original of the above-referenced Fiscal Year (FY) 2018 Modification Number Two (2) to the Memorandum of Understanding (MOU) between DHS and the Mayor's Office on Returning Citizen Affairs (MORCA).

The purpose of the original FY 2016 MOU was to expand upon the DHS Economic Security Administration (ESA) Supplemental Nutrition Assistance Program (SNAP) Employment and Training (SNAP E&T) program by providing educational services, resources, and job placement to serve up to one hundred (100) eligible SNAP E&T customers who are Returning Citizens that are registered and participating in the MORCA program. The MOU was made pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, effective August 22, 1996 (Pub. L. No. 104-193; 42 U.S.C. §§ 601, *et seq.*), as amended; the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code §4-205.01, *et seq.*), as amended; D.C. Official Code 1-301.01(k); and any other applicable District or federal law and regulation. The period of the MOU was from October 1, 2015 through September 30, 2016. The amount of the MOU was three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

The purpose of Modification Number One (1) was to renew the MOU for FY 2017 and award funding in the amount not to exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

Memorandum to Brian Ferguson
Page 2

DHS now approves Modification Number Two (2) which renews the MOU for FY 2018. The effective period of the Modification Number Two (2) is from October 1, 2017 through

September 30, 2018 and the amount of the MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars on eligible training and employment services for SNAP E&T customers.

Please sign and return the original to my office. If you have any questions or concerns, please contact Mary Thea Proctor, SNAP E&T Program Manager, DHS/ESA, at (202) 715-7804.

LGZ/mb

Attachments

**MODIFICATION NUMBER TWO
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES**

**AND
THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
FOR
FISCAL YEAR 2018**

This Memorandum of Understanding (MOU) dated February 26, 2016 was entered into between the Department of Human Services (DHS), Economic Security Administration (ESA), the buyer agency, and the Mayor's Office on Returning Citizen Affairs (MORCA) the seller agency, collectively referred to herein as the "Parties". The Parties now desire to modify the MOU as follows:

- I. Section IV. DURATION OF MOU:** Sub-section A is hereby deleted and replaced with the following:

"The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless terminated in writing by the Parties prior to the expiration".

- II. Section VI. FUNDING PROVISIONS: Sub-section A. COST OF SERVICES** is hereby deleted and replaced with the following:

"Total cost of services under this MOU shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018 on eligible training and employment services for 100 FSET customers with 50% of this cost being reimbursed with federal funds based on approval of the FY 2018 State Plan by FNS. The total reimbursable amount shall not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00), provided all costs and expenditures shall not exceed the three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018."

- III. Section VI. FUNDING PROVISION: Sub-section B.2 PAYMENTS** is hereby deleted and replaced with the following:

"B.2. The invoices shall include: (1) list of materials and their costs; (2) labor costs including hourly rates for all laborers (3) overhead, (4) all other costs and (5) expenditures, provided all costs and expenditures shall not exceed three hundred thousand dollars and zero cents (\$300,000.00) in local dollars for FY 2018."

IV. Section XII. NOTICE: This section is hereby deleted and replaced with the following:

"The following individuals are the point of contacts for this MOU:

For DHS:

Mary Thea Proctor
SNAP E&T Program Manager
DHS/Economic Security Administration
2100 Martin Luther King, Jr. Avenue, S.E.
Suite 310, 3rd Floor
Washington, DC 20020
Phone: (202) 715-7804
Email: marythea.proctor@dc.gov

For MORCA:

Brian Ferguson, Director
Mayor's Office on Returning Citizen
Affairs
2100 Martin Luther King, Jr. Avenue, S.E.
Suite 100, 1st Floor
Washington, DC 20020
Phone: (202) 715-7670
Email: brian.ferguson@dc.gov

Naomi Mersha
SNAP E&T Grants Management Specialist
DHS/Economic Security Administration
2100 Martin Luther King, Jr. Avenue, S.E.
Suite 301, 3rd Floor
Washington, DC 20020
Phone: (202) 671-2162
Email: naomi.mersha2@dc.gov

All other terms and conditions of the MOU shall remain the same.

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


FOR THE DEPARTMENT OF HUMAN SERVICES:



Laura Green Zeilinger
Director

JAN 9 - 2018
Date

FOR THE MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS:



Brian Ferguson
Director

1/17/2018
Date

**MEMORANDUM OF AGREEMENT
AMONG THE
MAYOR'S OFFICE ON RETURNING CITIZEN AFFAIRS
AND THE
NATIONAL REENTRY NETWORK FOR RETURNING CITIZENS- PEER
TO PEER MENTORING INITIATIVE**

I. PARTIES

The Parties to this Memorandum of Agreement (MOA) are the Mayor's Office on Returning Citizens Affairs for the District of Columbia (MORCA) and The National Reentry Network for Returning Citizens Peer to Peer Initiative (hereinafter, "Reentry Network") (hereinafter, "the Parties").

II. PURPOSE

The purpose of this MOA is to establish the Reentry Network as a partner in MORCA's Case Management Supportive Services (hereinafter, "CMSS"). The CMSS is----- provided by MORCA assigned to previous released at risk adults to identify gaps and provide follow-up to supportive services.

III. RESPONSIBILITIES OF THE PARTIES

A. THE RESPONSIBILITIES OF THE REENTRY NETWORK PURSUANT TO THIS MOA ARE THE FOLLOWING:

1. Provide vetted and trained adult Peers who will mentor 10-15 individuals between the ages of 18-32.
2. Provide up to 6 contact hours per week; 1) personal 2) by phone 3) educational or activity 4) group mentoring
3. Develop a successful reintegration work and life plan that demonstrates change of behavior and attitude.
 - a. Engage young adults in positive activities, including peer mentoring, community service, education, occupational training and employment.
 - b. Provide encouragement and assistance to young adults to engage in positive activities in their community.

- c. Connect CMSS participants to positive, pro-social peers in the community.
4. Enroll new young adults, when necessary, to keep the number of participants at 15
5. Designate a representative who will meet with young adults to orient them to the Reentry Network community support program.
6. Provide MORCA with a bi-weekly status report identifying the number and names of young adults participating; date, time, and location of activities; and notes about each young adult's progress, level of commitment, and quality of participation.

B. THE RESPONSIBILITIES OF MORCA PURSUANT TO THIS MOA ARE THE FOLLOWING:

1. Identify up to fifteen (15) Young Adults who are eligible candidates to join the Reentry Network's Peer to Peer mentoring program. Eligible young adults will be CMSS participants who have successfully transitioned
2. Obtain a MORCA release of information signed by each eligible young adult authorizing CMSS program staff to discuss details of the young adult's anticipated community adjustment needs identified in his or her Case Plan, and the young adult's progress relative to the Plan.
3. On a bi-weekly basis, brief the Reentry Network on each young adult's progress in relation to his Integrated Case Plan, strengths, and challenges.
4. When requested, identify a MORCA space in which to meet.

IV. PROJECT LIAISON

Each Party shall designate an individual to serve as its official Project Liaison.

V. AUTHORITY FOR MOA

D.C. Official Code § 1-301.01(k) and the Budget Support Act of 2006 (D.C. government Parties); D.C. Official Code § 24-133(b)(2)(E) (MORCA).

VI. MODIFICATION AND EXTENSION

Modification of this MOA shall be in writing, in the form of an amendment signed and dated by authorized representatives of each of the Parties.

VII. TERMINATION

Either Party may independently terminate this agreement upon written notice to the other Party, in which case the termination shall be effective within 10 calendar days after the date of the notice.

VIII. EFFECTIVE DATE AND DURATION

This MOA will be effective upon the date of the final signature of all the Parties. The duration of the MOA shall be for twelve months from the date of execution.

IX. FULL AGREEMENT AND MERGER

The terms and conditions of this MOA constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOA unless all Parties consent to vary or alter any provision of this MOA in a signed writing.

X. CONTROLLING REGULATIONS AND LAWS

Each Party understands that the provisions of this MOA are subject to applicable laws and regulations of the District of Columbia and the United States, including but not limited to law governing the protection of sensitive information pertaining to participants in the program (offenders) (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts; 42 C.F.R. Part 2 (protecting drug/alcohol treatment records); D.C. Official Code §§ 7-1201.01 *et seq.* (D.C. Mental Health Information Act); and D.C. Official Code §§ 7-302; 7-1605 (protecting HIV/AIDS/cancer information)).

XI. PUBLICITY AND MEDIA

No party shall issue a publicity release or conduct a media interview in connection with the activities of the Program without prior consent by the other Parties.

XII. LIABILITY/INDEMNIFICATION

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to federal law. No Party agrees to insure, defend, or indemnify another.

XIII. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate the governmental Parties to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

XIV. JOINTLY DRAFTED

This MOA shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

XV. AUTHORITY TO EXECUTE

Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized to execute this MOA and to legally bind each Party as set forth in this MOA.

XVI. NO THIRD-PARTY BENEFICIARY

This MOA shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this MOA.

XVII. EQUAL OPPORTUNITY ASSURANCES

The parties to the MOA agree that they will not discriminate in their employment practices of services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, or on the basis of any other classification protected under state or federal law. The parties to this MOA certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and those policies and procedures have been given to all employees and/or posted, as required by law. The parties to this MOA further certify that they are currently in compliance with all applicable federal and District of Columbia laws and regulations regarding these issues.

XVIII. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy.

XIX. NOTICES


All notices shall be sent by the most expeditious means available, including but not limited to, facsimile, overnight courier, certified or registered mail to the addresses set forth below. Any such notice shall be deemed delivered when received.

XX. POINTS OF CONTACT

1. Brian Ferguson, Director, MORCA, 2100 Martin Luther King Avenue, SE, Washington, DC 20020 (202) 715-7670
2. Courtney Stewart, Chairman, The National Reentry Network for Returning Citizens Peer to Peer Mentoring Initiative, 3227 Dubois Pl SE, Washington, DC 20019 (202) 584-1000

IN WITNESS WHEREOF, this Memorandum of Agreement shall be executed on the date and year indicated below.

IN WITNESS WHEREOF, this Memorandum of Agreement shall be executed on the date and year indicated below.



Brian Ferguson
Director
Mayor's Office on Returning Citizen Affairs

1/9/2018
DATE

Courtney Stewart
Founder/CEO
The National Reentry Network for Returning Citizens

DATE

**Data Sharing Agreement
Between
The Mayor's Office on Returning Citizen Affairs
And
The Department of Corrections
FY 2018**

I. INTRODUCTION

This Data Sharing Agreement (the "Agreement") is made and entered into by and between the Mayor's Office on Returning Citizen Affairs ("MORCA") and the D.C. Department of Corrections ("DOC"). MORCA and DOC shall individually be known herein as a "Party" and collectively as the "Parties."

The mission of MORCA is to provide advocacy for the empowerment of previously incarcerated persons by providing services and information to enhance social, political and economic development. The agency strives to assist returning citizens with developing an environment where they can thrive and uplift their family and community.

The mission of the DOC is to provide a safe, secure, orderly and humane environment for the confinement of pretrial detainees and sentenced inmates, while affording those in custody meaningful rehabilitative opportunities that will assist them to constructively re-integrate into the community. As a correctional agency, DOC provides directly or through contractors a variety of programs to inmates housed at DOC facilities, including programming and initiatives enhancing successful reentry.

The intent of this Agreement is to coordinate the case management services between MORCA and DOC for newly released returning citizens, including, but not limited to the sharing of information for the purpose of connecting returning citizens to services within the community. This Agreement sets forth the data sharing responsibilities and expectations of the Parties.

II. RECITALS

- A. DOC and MORCA desire to enter into a Data Sharing Agreement to facilitate the disclosure of pertinent case management information such as risk and needs assessment data between MORCA and DOC to provide comprehensive case management services to previously incarcerated individuals.
- B. The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to law governing the protection of sensitive information pertaining to offenders (e.g., the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The parties shall

comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

- C. In consideration of the mutual promises below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

III. EFFECTIVE DATE AND DURATION

The duration of the Agreement shall be from October 1, 2017 until September 30, 2018, unless terminated by the Parties before the Agreement expires. This Agreement may be renewed for additional terms by agreement of both Parties as long as such a renewal is reduced to writing, for a period not to exceed each fiscal year and is attached to the original of this Agreement.

IV. AUTHORITY FOR AGREEMENT

The Parties are authorized to enter into this Agreement pursuant to D.C. Official Code § 1-301.01(k).

V. MODIFICATIONS AND EXTENSIONS

Modification or extension of this Agreement shall be in writing, in the form of an amendment signed and dated by authorized representatives of each of the Parties.

VI. MORCA OBLIGATIONS

- A. MORCA agrees to provide case management services to returning citizens. These case management services include, but are not limited to, the administration of the NorthPointe COMPAS risk and needs assessment tool identified by DOC.
- B. MORCA agrees that it shall only request, access, use, maintain and disclose data obtained from DOC in accordance with the terms of this Agreement.
- C. MORCA will enter NorthPointe COMPAS risk and needs assessment information and community connection information into a shared database for DOC to view and utilize for the purposes of continuity in case management.
- D. MORCA will ensure that any staff, agents, affiliates, contractors, or subcontractors that create, receive, maintain or transmit information on behalf of MORCA agree in writing to the same restrictions, conditions and requirements, including but not limited to those relating to termination of the Agreement for improper disclosure. Further, MORCA shall implement and maintain sanctions against agents and contractors, if any, that violate such restrictions, conditions and requirements.

VII. DOC OBLIGATIONS

- A.** DOC agrees that it shall only request, access, use, maintain and disclose data obtained from MORCA for the purposes of continuity of case management.
- E.** DOC shall provide case management training to the MORCA staff, to include training for the NorthPointe COMPAS risk and needs assessment tool.
- F.** DOC will provide licenses for the NorthPointe COMPAS for the two MORCA staff.
- G.** DOC will ensure that any agents, including contractors and subcontractors, that create, receive, maintain or transmit information on behalf of DOC agree in writing to the same restrictions, conditions and requirements, including but not limited to those relating to termination of the Agreement for improper disclosure. Further, DOC shall implement and maintain sanctions against agents and contractors, if any, that violate such restrictions, conditions and requirements.
- H.** If DOC knows of a pattern of activity or practice by the MORCA that constitutes a material breach or violation of the MORCA's obligations under this Agreement, DOC will take reasonable steps to cure the breach or end the violation.

VIII. TERMINATION

- A.** Any Party may terminate this Agreement at any time upon ninety (90) days written notice to the other Party. This Agreement may also be terminated immediately by either Party for the following reasons:
 - i. Lack of funding;
 - ii. Lack of Congressionally approved budget;
 - iii. Changes in applicable law;
 - iv. Changes in a District or federal policy affecting the services described in this Agreement;
 - v. Changes in the structure or the nature of the program covered by this Agreement;
 - vi. Elimination of the program or services covered by this Agreement; and
 - vii. Failure of the other Party to comply with District and federal laws, rules or regulations.
- B.** In the event of a breach, either Party may, in its discretion: (i) immediately terminate this Agreement; (ii) provide an opportunity for the other Party to cure the breach or end the violation and terminate this Agreement if breach or violation is not cured within a period not to exceed 30 days; or (iii) report the violation to the Deputy City Administrator and Deputy Mayor for Public Safety and Justice if neither termination nor cure is feasible.
- C.** Any provision related to the use, disclosure, access, or protection of case management information or that by its terms should survive termination of this Agreement shall survive termination. Upon termination of this Agreement for any reason, DOC shall

continue to maintain all case management information obtained from MORCA in accordance with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated

IX. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate any party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341. The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

X. NOTICE

Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed electronic mail delivery (email), facsimile or delivered personally to the Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the following addresses:

To DOC:

Quincy L. Booth, Director
Department of Corrections
20000 14th Street, NW
Seventh Floor
Washington, DC 20009

To MORCA:

Brian Ferguson, Director
Mayor's Office on Returning Citizen Affairs
2100 Martin Luther King Jr Avenue,
SE, Suite 100,
Washington, DC 20020
Brian.Ferguson@dc.gov

XI. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Parties except as specifically stated herein. This Agreement is made for the benefit of the parties hereto and not for the benefit of any third party.

XII. CONFIDENTIAL INFORMATION

The parties to this Agreement will use, restrict, safeguard and dispose of all information related to services provided by this Agreement, in accordance with all relevant federal and local statutes, regulations and policies.

XIII. CONTROLLING LAWS AND REGULATIONS

The parties to this Agreement will use, restrict, safeguard and dispose of all information related to the services provided by this Agreement in accordance with all relevant and applicable federal and local statutes, regulations and policies, including but not limited to law governing the protection of sensitive information pertaining to offenders (*e.g.*, the federal Privacy Act; the federal and District of Columbia Freedom of Information Acts). The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

XIV. LIABILITY

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to federal, state, or local law. No Party agrees to insure, defend, or indemnify another.

XV. NOTICE OF CLAIMS

Each Party shall promptly inform the other Party of any information related to the provision of services under this Agreement, which could reasonably lead to a claim, demand or liability of or against the other Party or the District by any third party.

XVI. PUBLICITY AND MEDIA

No Party shall issue a publicity release or conduct a media interview in connection with the activities that are the subject of this Agreement without prior consent by the other Party.

XVII. SEVERABILITY

This Agreement shall be deemed severable and any provision of this Agreement that violates any law, statute, rule, or regulation of the District of Columbia or the United States, or is otherwise invalid or unenforceable, shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

XVIII. HEADINGS/COUNTERPARTS

The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

XIX. JOINTLY DRAFTED

This Agreement shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes any and all other agreements between the parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

XXI. NO WAIVER

No delay or failure of either Party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

XXII. CHOICE OF LAW

This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the District of Columbia and the United States of America.

XXIII. AUTHORITY OF THE PARTIES

By executing this Agreement, each Party represents to the other Party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives and to become effective as of the Effective Date.

**MAYOR'S OFFICE ON RETURNING
CITIZEN AFFAIRS**

By: 

Date: 10/16/17
Print Name: Brian Ferguson
Print Title: Director

DEPARTMENT OF CORRECTIONS

By: 

Date: 10/12/17
Print Name: Quincy L. Booth
Print Title: Director

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday October 5, 2017

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E.

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Commission recommendation letter to CIC in reference to Beaumont inmates impacted by Hurricane Harvey***
- IV. Sub Committee Designations***
- V. Mayor's Expungement Legislation***
- VI. Public Comments***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

October 5, 2017 Meeting Minutes Summary

(2100 Martin Luther King Jr Ave SE, Washington, DC 20010)

I. Opening - Call to order by Commission Chair (6:13 PM)

II. Roll Call

Attendees

| | |
|------------------------------------|--|
| Delores A Mason (DBH/Commission) | Paula Thompson (VSC/Commission) |
| Brian Ferguson (Director of MORCA) | Tony Lewis (CSOSA/Chairman) |
| Stenise Sanders (Commission) | Tanisha Murden (Co-Chair/ The W.I.R.E) |
| Corwin Knight (Commission) | James Barry (CSOSA/Commission) |
| Clarence Johnson (Commission) | Courtney Stewart |

III. Quorum Established

IV. Adoption of the minutes of September Meeting

V. Old/ New Business

- 1) Discussed strategic planning of what the commission looks like, what is the mission, purpose and goal of the commission.
- 2) Discussed ways to get the community and organization involved.
- 3) Discussed oversight of subcommittee and how it relates to reentry and what is the mission, purpose and goals to making sure it is successful in meeting the need of the Reentry population.
- 4) Discussed neutrality in discussions and the absence of personal bias in decision making.
- 5) Discussed collection of by laws and legislations.
- 6) Voted Stenise Sanders for secretary in place of Keith Campbell

VI. Adjournment - adjourn commission meeting (7:37 PM)

- No motion has been passed

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday November 9th, 2017

6:00 PM – 8:00 PM

Location: *100 42nd St. N.E.*

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Update from Councilmember Robert White Office on Reentry Legislation***
- IV. Mayor's Expungement Legislation***
- V. Returning Citizen Turkey Giveaway***
- VI. Public Comments***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

November 9, 2017 Meeting Minutes Summary

(100 42nd St. NE (first floor conference room) Washington, DC 20020)

I. Opening - Call to order by Commission Chair (6:20pm)

II. Roll Call

Attendees

| | |
|--|-----------------------------------|
| Brian Ferguson (Director of MORCA) | Tony Lewis (CSOSA/Chairman) |
| Stenise Sanders (Commission) | Corwin Knight (Commission) |
| James Barry (CSOSA/Commission) | Clarence Johnson (Commission) |
| Shawn Hilgendorf (Robert White's Legislative Director) | |
| Nicole Porter (Commission) | Charles Dotson (Commission/ DYRS) |

III. Quorum Established

IV. Adoption of the minutes of September Meeting

V. Old/ New Business

- 1) Discussed strategic planning of what the commission looks like, what is the mission, purpose, roles, and goal of the commission.
 - What can the commission do to better serve the population?
 - What is needed?
- 2) Discussed ways to get the community and organization involved.
- 3) Discussed ways to organize a "Holiday Hiring Event"
- 4) Discussed setting up a conference call for the whole commission in between meetings.
- 5) Discussed "Getting Involved with Legislation to Help Returning Citizens"(Councilmember Robert White)
 - Returning Citizens Opportunity to Succeed Amendment Act 2017

- 6) Discussed oversight of subcommittee and how it relates to reentry and what is the mission, purpose and goals to making sure it is successful in meeting the need of the Reentry population.
- 7) Discussed trying to establish quarterly meetings preferably in the evenings or on a Saturday for those that have conflicting work schedules to discuss the needs of returning citizens.
- 8) Discussed record sealing and expungement certificate of disability
 - certificate of disability
 - pardons
- 9) Discussed hosting a Reentry Support/ Advocacy Group with the council.
- 10) Discussed MORCA/ DMV Pathways to Work Program

VI. Adjournment - adjourn commission meeting (8:15pm)

Motion passed to establish quarterly reentry focused hearings.

Motion passed to establish a Reentry Advocacy Group to include Council

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday December 14, 2017

6:00 PM – 8:00 PM

Location: *2100 Martin Luther King Ave. S.E.*

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting/Updates***
- III. Councilmember Robert White's Hearing***
- IV. MORCA/Commission Christmas Party for Children with Incarcerated Parents***
- V. Marcus Batchelor – Ward 8 School Board Representative***
- VI. Public Comments***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs December 14, 2017 Meeting Minutes

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair (6:19 pm)

II. Roll Call

Attendees

Brian Ferguson (Director of MORCA)

Tony Lewis (CSOSA/Chairman)

Tanisha Murden (Commission)

Eric Weaver (Commission)

III. Quorum NOT Established

- No motions were voted on

IV. Meeting Concluded (8:00 pm)

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday, January 11th, 2018

6:00 PM - 8:00 PM

Location: 2100 Martin Luther King Ave. S.E.

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening - Call to Order***
- II. Recap of MORCA/Commission Christmas Party***
- III. Discuss Returning Citizen Unemployment***
- IV. Discuss Services/Supports for Children with Incarcerated Parents***
- V. Public Comments***
- VI. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

January 11, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair (6:57 pm)

II. Roll Call

Attendees

Brian Ferguson (Director of MORCA)

Tony Lewis (CSOSA/Chairman)

Stenise Sanders (Secretary)

Marcus Bullock (Commission)

Tanisha Murden (Commission)

Eric Weaver (Commission)

Nicole Porter (Commission)

Decarlo Washington (Commission)

Corwin Knight (Commission)

Clarence Johnson (Commission)

III. Quorum Established

IV. Old/New Business

1) Discussing Returning Citizen Unemployment

- What else can be done to alleviate unemployment?
- How can we take an extra step to ensure that returning citizens stop getting the door slammed when it comes to background checks?
 - Discussing Ban the Box and the technicalities that go with employers taking away the offers that were given to returning citizens.
 - Ensuring that ban the box is enforced.
 - Director Ferguson discussed that is already in place in the form of the fines that employers get if they are found in violation of ban the box.
 - How can returning citizens navigate the legal aspect of a complaint?

- Education on ban the box to the community
- Talk about mobilization, proposing an action item.
- Commissioner Bullock and Commissioner Porter mentioned incentivize the public employers who are hiring returning citizens.
- Commissioner Porter mentioned that the commission should set up a meeting with the chamber of commerce to see what can be done for private employers.
 - Additionally, meet with the HR departments of private corporations to see what the barriers that they have to hiring returning citizens
 - Chairman Lewis, mentioned that Baltimore (John Hopkins) has a program (turn around Tuesday) that cannot be reproduced in DC. But if it could would be beneficial to the community.
- In line with unemployment discussed the possibility of expunging the records of individuals.
- Have a "DC does" brand that shows support to the returning citizens.
 - Commission needs to mobilize more. Figuring out a way to get the government to also give contracts to companies that are hiring returning citizen.
 - Commissioner Washington mentioned that he knows of contracts being written in such a way that it states that you must partner with certain individuals to be awarded the contract.
- What is the most ambitious thing that the city can do to accommodate the returning citizens- tax credits, expunging their records?
 - The barriers have been identified. There needs to be something more to be done, actionable items.
- Commissioner Sanders, read out the action items. Meet with Chamber of Commerce, Follow up with Grosso and his bill, proposing the district has tax credit and incentive to companies that are hiring returning citizens, educate the public about the different incentives and options available to them.
 - Proposing to set up a meeting with the chamber of commerce to make the propose the changes.
 - Chairman Lewish suggested doing a letter or a whitepaper; to give the Mayor and address it as a Public Safety emergency with this population not working.
 - Have the city pledge 100 jobs to the returning citizens.
 - Commissioner Porter proposes that a town hall be set up at least twice a year to speak about the different things that are happening and what is being proposed. The conversation would be with the business community. DSLBD and DOES.
 - Commissioner Washington. he discussed that there

are CBEs requirements; and the points and possibly including returning citizens as part of the point system.

- Director Hines, introduces herself and mentioned that the commission should be effective and efficient with their discussions. She mentioned that the way to make things effective. It would be good to be precise on actionable items and that filters through Director Ferguson and then Director Hines and she takes that up to the Mayor.
 - She mentions that we need to look up things and be able to research items to develop action plans.
 - She mentioned that the Mayor believes in second chances. And that she has been doing a lot of work for the returning citizens.
 - Possible recommendation letter, roundtable, weigh in on the legislation.

V. Meeting Concluded (7:45 pm)

Commission on Reentry and Returning Citizens Affairs

Invites you to the monthly Commission Meeting

Thursday, February 8, 2018

6:00PM-8:00PM

Location: 2100 Martin Luther King Jr. Ave S.E., Suite 100

Washington, DC 20020

Agenda

- I. Opening-Call to Order**
- II. Recap of last month's meeting**
- III. Discuss Commissioner Chair voting**
- IV. Discuss Social Media Reentry**
- V. Public Comments**
- VI. Adjournment 7:30/8:00PM**

****Commission meetings will be held monthly****

Commission on Reentry and Returning Citizen Affairs

February 08, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)

Esther Ford (Commission)

James Berry (Commission)

Corwin Knight (Commission)

Clarence Johnson (Commission)

Lashonia Thompson-El

Courtney Stewart

III. Quorum NOT Established

IV. Old/New Business

- No motions were voted on

V. Meeting Concluded

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday March 8, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Discuss old business***
- III. Yearly Report***
- IV. Update Contact Information***
- V. Commission event that take place within the next month***
- VI. Community issue and concerns***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

March 08, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)
Nicole Porter (Commission)
James Berry (Commission)
Corwin Knight (Commission)
Eric Weaver (Commission)
Decarlo Washington (Commission)
Clarence Johnson (Commission)
Dolores Mason (Ex-Oficio Member)

III. Voted on February Meeting Minutes

IV. Old Business

- 1) Communication between all the commissioners needs to ongoing.
- 2) Commissioner Porter mentioned that posting of events and other actions should be in a note section that allows individuals to know what is happening.

V. Update Contact Information

- 1) Commissioner Corwin, Commissioner Barry, Commissioner Johnson and Commissioner Weaver their DCBC email does not work. They will reach out to OCTO for assistance.

VI. Commission Event

- 1) Commissioner Corwin suggested doing an open house. Information booth, mingle and talk to people one on one and let people know that the commission does exists. Also providing light snacks at the event.
- 2) Projected Dates, Location and Time: RISE Center; Saturday April 28th, May 5th, May 12th; 11:00AM-2:00PM

- 3) Commissioner Washington wants to narrow down what the catch of the event will be (what is the slogan). Commissioner Murden, reemphasized it is to get the community connected to the commission and become familiar with goal of the commission.
- 4) Commissioner Murden mentioned the need to do outreach to different wards. Not just doing it at the MORCA office, not hosting the commission meeting in the MORCA office every month there needs to be more of a presence out in all 8 wards.

VII. Annual Report

- 1) Commissioner Barry did a briefing of the annual report and mentioned this was done in 2012 when there was another chairman. There are some facts and the biographies of the commissioners. Also mentioned there were recommendations made by the commission.
- 2) Mentioned there were a number of consistent meetings that were taking place
- 3) Barry mentioned that the agendas were put in the annual report to highlight what was discussed
- 4) Commissioners discussed what outreach events would go in there- turkey, holiday
- 5) The goals and priorities of the commission

VIII. Discussing of Goals in the Annual Report

- 1) Commission reviewed the goals that were listed in 2012.
- 2) Priorities for 2018 should be centered on voting.
- 3) Commissioner Barry talked about the ex-officio members in the commission and the need to bring those members together and what they are doing to advance the commissions goals within their organizations.
- 4) Commissioner Porter suggested following up, to be in touch with each of the ex-officios between meetings and gauge and assess their engagement. And if they don't come to the meetings they need to do a commission check with the agencies that do not have a presence. Commissioner Barry says that we need to have more of an open dialogue with these members to be engaged. To develop initiatives that might work and how we can strengthen the ex-officio members to promote change.
- 5) Commissioner Murden wants the biographies turned in tomorrow so they can include that into the annual report.

IX. New Business

- 1) Commissioner Murden brings up a point that there have been several issues when the community has problems with agencies that come out to do outreach and don't provide resources. She specifically mentioned that there were issues on Potomac Garden.
- 2) Commissioner Porter, asked if individuals who cannot get to the agencies how can they help them (the community) as the commission. The transportation might be an issue.
- 3) Public member mentioned that the library would be a great place to host meetings and have the commission go a hold a town hall.
- 4) Public member mentioned that she wants some time on the agenda

to come and brief the commission on the progress of the Portal. Commissioner Washington mentioned that it would be wonderful to have a returning citizen working on that and building it up.

- 5) Commissioner Corwin mentioned that if individuals are not ready for the change, the venue will not help change the outcome.

X. New Business cont.

- 1) Commissioner Porter suggested that the commission have access/knowledge of the events that MORCA hosts. Also what was the success rate and what could have been the issues that led to attrition. Suggested that the commission brainstorm possible workshops that MORCA can host. Develop a toolkit of the types of workshops that work for individuals.
- 2) Commissioner Corwin suggested we table that for now and focus on the event. Commissioner Porter, will be in touch with Ms. Martinez from MORCA to see why there is no notice on the workshops and how they can get more involved; she wants to know what is available to the reentry community.

XI. New Business cont.

- 1) Porter suggests that they add check in on reentry programs and content in the city for the month on the agenda. **(Voted on this motion)**
- 2) Self-employment workshop, Commissioner Porter talked about this and that this is something that her organization works on. 508 Kennedy Street.
- 3) Commissioner Murden mentioned that commissioners need to show up to the events that other commissioners are having. Commissioner Weaver has an event every other Wednesday.

XII. Voted on Agenda as it was written

XIII. Meeting Adjourned

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday April 5, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Update Yearly Report***
- IV. Discuss RAN Acting Plan***
- V. Discuss the layout of the Event***
- VI. Community Issues and Concerns***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

April 05, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)

Corwin Knight (Commission)

Paula Thompson (Commission)

Brian Ferguson (Ex-Oficio Member)

III. Quorum NOT Established

IV. Meeting Adjourned

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday May 10, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(3rd Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Update Yearly Report***
- IV. Discuss RAN Acting Plan***
- V. Discuss the layout of the Event***
- VI. Tony Lewis' petition to stop BOP from restricting access to books***
- VII. Community Issues and Concerns***
- VIII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

May 10, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)

Corwin Knight (Commission)

Stenise Saunders (Commission)

Decarlo Washington (Commission)

Nicole Porter (Commission)

III. Quorum NOT Established

IV. Meeting Adjourned

****DRAFT****

**Commission on Reentry and Returning
Citizen Affairs**

Invites you to the monthly commission meeting

Thursday June 7, 2018

6:00 PM – 8:00 PM

Location: *2100 Martin Luther King Ave. S.E*
Suite, 100

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Sub Committee Designations***
- IV. Public Comments***
- V. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

June 7, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)

Corwin Knight (Commission)

James Berry (Commission)

Nicole Porter (Commission)

III. Quorum NOT Established

IV. Meeting Adjourned

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday July 5, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Department of Human Resources Representative- Presentation/Discussion on Fingerprinting and Suitability***
- IV. Commission Q&A with Councilmember White on the passage of Returning Citizens Opportunity to Succeed Act***
- V. Annual Report Update***
- VI. Adjournment 7:30PM/8:00PM***

****Commission meetings will be held monthly****

Commission on Reentry and Returning Citizen Affairs

July 5, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Co-Chair

II. Roll Call; 6:13PM

Attendees

Tanisha Murden (Commission)
Eric Weaver (Commission)
Stenise Saunders (Commission)
Delores Mason (Ex-Oficio Member)
James Berry (Commission)
Brian Ferguson (Director of MORCA)
Robert White (Councilmember)
Andre Easley (DC Agency)
David Harris (DC Agency)
Debra Rowe (MBI)
Paula Thompson (Commission)
Courtney Stewart (RAN)
Clarence Johnson (Commission)

III. Recap of last month's meeting

- 1) Quorum not established in a lot of the meeting
- 2) The commissioners report that they are having issues making meetings because communication is not consistent among them.
- 3) Annual report not being completed (final draft being talked about today)

IV. DC Department of Human Resources Representative- Presentation/Discussion on Fingerprinting and Suitability

- 1) DCHR representative spoke about fingerprinting and suitability and how DCHR follows all the rules to help returning citizens get employment.

- 2) Commissioner Weaver discussed his experience with DCHR and how it was difficult to come up with all the documentation that was requested of him when his background finally came back. Additionally, spoke on the hostile environment that was created during that interview.
 - DCHR representative stated that it was a great point and he will go back and discuss with his team to ensure that this does not happen going forward.
- 3) Commission has questions about the process of fingerprinting and the process of deciding what is counted against an individual and what is not counted against someone.
- 4) Mr. Stewart is asking about the fingerprinting and why there is language that deems someone suitable for employment.

V. Commission Q&A with Councilmember White on the passage of Returning Citizens Opportunity to Succeed Act

- 1) Councilmember R. White spoke on the important issues for returning citizens.
- 2) There is no connection by some elected officials with the returning citizen population; a big part of this is because this population does not tend to vote in a high volume.
- 3) Councilmember R. White spoke how his transition committee helped him draft and get some priorities straight in his first year.
- 4) Councilmember R. White spoke on the two new case managers and the money for the strategic plan that he fought for in FY18 for MORCA.
- 5) Councilmember R. White spoke of the details of his Returning Citizens Opportunity to Succeed Act; and he mentioned the non-profit that is doing really good work. This non-profit is going to invest over a million dollars to returning citizens (entrepreneurship).
- 6) Ms. Mason has a list of returning citizens that are being released all the way to September. These individuals are coming in and their level of care. Ms. Mason is willing to share that information to better provide services to these returning citizens.
- 7) Director Ferguson wants to set up a meeting with the non-profit to discuss the allocation of the funds (October 1st).
- 8) Ms. Rowe asked if Councilmember R. White is working on expungement. And secondly, if he foresees a prison in the district for DC residents.
 - Councilmember R. White mentioned he would like to see hope village closed.
- 9) DCHR Representative suggested the possibility of closing the loop hole with private employers refusing employment to returning citizens based on the background check.

VI. Annual Report Update

- 1) FY18-FY19 closing the loop holes in the legislation.
- 2) The Portal should be included in the FY17 Annual Report.

- 3) Voting on the additions to FY17 recommendations (motion passed)
- 4) Moving on the employment committee to follow up with DCHR on the fingerprinting and suitability. (motion passed)
- 5) Mr.Stewart suggested that the district should back the money that the federal government is not providing currently to returning citizens.
 - Advocating for the money of local dollars. (motion passed)
- 6) Recommendations, the commission should be reading about the different articles and reports on the half way houses and then discuss. The commission ask that this be referred to a task force (motion passed).
- 7) Ad-Hoc Committee on community corrections.

VII. Adjournment 7:30PM/8:00PM

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday August 2, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Discuss trip to King's Dominion***
- IV. Sub Committee Designations***
- V. Discuss Corwin's Meeting at DOC***
- VI. Discuss Event for September***
- VII. Finalize Annual Report***
- VIII. Public Comments***
- IX. Adjournment 7:30PM/8:00PM***

****Commission meetings will be held monthly****

Commission on Reentry and Returning Citizen Affairs

August 2, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Co-Chair

II. Roll Call

Attendees

Tanisha Murden (Commission)

Corwin Knight (Commission)

Nicole Porter (Commission)

James Berry (Commission)

DeCarlo Washington (Commission)

Clarence Johnson (Commission)

III. Quorum NOT Established

IV. Meeting Adjourned

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday September 13, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. Discuss the events for next fiscal year***
- IV. Discuss the Commissioners event***
- V. Public Comments***
- VI. Adjournment 7:30PM/8:00PM***

****Commission meetings will be held monthly****

Commission on Reentry and Returning Citizen Affairs

September 13, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commissioner

II. Roll Call

Attendees

Corwin Knight (Commission)

Stenise Sanders (Commission)

III. Quorum NOT Established

IV. Old/New Business

- No motions were voted on

V. Meeting Concluded

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday October 4, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Recap of last month's meeting***
- III. K2 Campaign***
- IV. Stop the Violence – CURE***
- V. 2018-2019 Report***
- VI. Public Comments***
- VII. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

October 4, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commissioner

II. Roll Call

Attendees

Corwin Knight (Commission)

Nicole Porter (Commission)

III. Quorum NOT Established

IV. Old/New Business

- No motions were voted on

V. Meeting Concluded

****DRAFT****

Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday November 8, 2018

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

I. Opening – Call to Order

II. New Vision

- ***Active Commissioners***

III. Discuss Budget for Commission

IV. Activities and Engagement

- ***MORCA oversight participation***

V. Collaboration and Partnership

VI. Adjournment 7:30PM/8:00PM

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

November 8, 2018 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chairman

II. Roll Call

Attendees

Corwin Knight (Chairman)
Nicole Porter (Commission)
Paula Thompson (Commission)
Eric Weaver (Commission)
James Berry (Commission)
DeCarlo Washington (Commission)
Clarence Johnson (Commission)
Tanisha Murden (Commission)
Dolores Mason (Ex-Oficio Member-DBH)
Brian Ferguson (Ex-Oficio Member-MORCA)
Malcolm Young (Public)
Candace Udodi (Public)
Larry Moon (Public)
Pepito Garrido (Reentry Network)

III. New Vision

- 1) Chairman to bring more partnerships to our sides, strengthen the ex-oficio members.
- 2) Chairman, wants the commission to work collectively towards one goal to move forward as a commission.
- 3) Chairman, Discussed the active commissioners and those individuals that have had to step down from their roles as commissioners- Marcus Bullock and Stenise Sanders. Possibly building an advisory committee of individuals that are NOT

- commissioners but want to be part of the vision.
- 4) Possibly set up a meet and greet for the commission.

IV. Discuss Budget for Commission

- 1) Chairman wants to discuss the possibility of a budget for the commission.

V. Activities and Engagement

- 1) Commissioner Weaver wants to be clear on the purpose of the event. He would have ideally wanted to it to be around one of the holidays.
- 2) Chairman, an empowerment forum for the community directly is where the individuals that need the assistance are at.
- 3) Commissioner Porter thinks a state of MORCA address event would be good at the beginning of the year. Commissioner Weaver, This is looking forward and this is us and provides an informational of when the commission meetings are held. And what the community wants to prioritize for the reentry community.
- 4) Ex-Oficio Member Mason wants to speak on the conditions on the housing situation and the need to have this be an important portion of our work.
- 5) Commissioner Thompson wants to see the policy be at the forefront. And this would address housing issues.
- 6) Porter, at the Jan event she would like to see the state of the "union", what are the immediate priorities of the community and hear directly from the individuals. And be committed on how to move forward with the suggestions.
- 7) When engaging the community we need to have a few suggestions to push forward (one big initiative, several moderate initiatives).

VI. Collaboration and Partnership

- 1) The partnerships with other agencies and public entities to ensure that the hiring practices are also assisting returning citizens not just district residents.

VII. Next Steps

- 1) Follow Up for a guided discussion on how to move the commission forward with possible facilitators (possible for the last week of November (morning preferred) - Tuesday-Thursday).
- 2) Thursday, November 15th conference call to discuss next steps for the Commission at 7pm.

VIII. Adjournment

****DRAFT****

**Commission on Reentry and Returning
Citizen Affairs**

Invites you to the monthly commission meeting

Thursday January 3, 2019

6:00 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. New Vision***
- III. Introducing New Commissioners***
- IV. Councilmember Robert White***
- V. Annual Report FY 2018***
- VI. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

January 3, 2019 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commission Chairman

II. Roll Call

Attendees

Corwin Knight (Chairman)
Nicole Porter (Commission)
Eric Weaver (Commission)
Tanisha Murden (Commission)
James Berry (Commission)
DeCarlo Washington (Commission)
Paula Thompson (Commission)
Clarence Johnson (Commission)
Brian Ferguson (Ex-Oficio Member-MORCA)
Councilmember Robert White
Britney Floyd (Public Member)
Dewayne Head (Public Member- Returning Citizen)
Gloria Martinez (Public Member-MORCA)

III. New Vision

- 1) Strategic Plan for the Commission
- 2) Setting the Agenda for spring, summer and fall; to have events lined up for the Commissioner
- 3) Invite current commissioners to the swearing in ceremony for new commissioners to have them interact

IV. Introducing New Commissioners

- 1) Larry Moon to meet with MORCA staff to have an understanding of what the commission does and more importantly what the commission does.

V. Councilmember Robert White

- 1) Chair New Committee (facilities and procurement)
 - Excited to be chair and work more closely with the commission and help push more initiatives for Returning Citizens.
- 2) He is looking towards working as a partner and not an adversarial role.
- 3) Commissioner Porter posed a question about what the committee would like to see for the commission. Councilmember wants to know what the goals are for the commission.
- 4) Chairman Knight, he wants to have more access to DOC as part of the commission. He thinks this would allow for a support system for returning citizens. He knows that the commissioners do their own work in the community but it would be great to have a cohesive approach.
- 5) Co-Chair Murden, she wants to know about the role that the commissioners have and the exposure to be known as commissioner.
- 6) Commissioner Porter, wants to keep pushing legislative changes and solutions that can push the conversation forward. Her passion is voting rights and civic engagement. She thinks it would be great to leverage MORCA's role in the community.
- 7) Commissioner Weaver, his idea is to touch more individuals. The network of the commission is broad and has the ability to serve a wider network.
- 8) Commissioner Thompson, thinks that policy is essential but funding is also a big part of the discussion. She wants to partner with the councilmember so he can highlight the need for funding to his colleagues.
- 9) Councilmember White, thinks that the participation of the non-voting members is essential; and also the thorough vetting of new commissioners to ensure that they are committed.
- 10) Councilmember White thinks that we need to identify policy issues and solutions (within these two years) and the ones that need to be flushed out more need to be addressed with a community meeting.
- 11) Commissioner Berry, he is hopeful for the future and the role the committee will have on MORCA. He says that a budget is necessary for the commission so they can work towards reaching the most number of individuals.
- 12) Commissioner Porter, says that she lives in ward 4 and anytime there is a violence (shooting) that most people mention returning citizens (not explicitly). She thinks this population could be used as violence prevention/interrupters. Commissioner Berry believes that individuals that are not part of the conversation will be demonized.
- 13) Chairman Knight, suggests that we have different event in different wards to have people know the resources available to those that are left behind (the families of those individuals that are incarcerated).

- 14) Brittney thinks that we need to be more innovative and be held accountable when having conversations with returning citizens. Director Ferguson, thinks that the message of returning citizens should be spread throughout all 8 wards. We are NOT getting to all parts. And what he looks forward to is using the technology and integrated systems and everyone's collaborative support. He says we have an extensive network that if used properly and intentional way we can reach all 8 wards.
- 15) Commissioner Thompson, wants to know what we will do as a body. She wants clarity and she believes the window is here but is short and we need to capitalize that.
- 16) Commissioner Weaver, transparent, inclusive, supportive, consistent are things that are needed for this commission to be successful.
- 17) Brittney mentions that we need to have influencers that can mobilize people to come out and vote. We need to be innovative in that way-opportunity zone.
- 18) Chairman Knight thinks that we can all put together a list of things that the commissioners would want to see and work on and then go through that- as part of the strategic plan.
- 19) Commissioner Porter introduced motion to move the meeting from 6:00 PM to 6:30 PM and ending at the same time, 8:00 PM. All voted Yes. Motion passed.

VI. Annual Report FY 2018

- 1) Chairman Knight wants to include the challenges that were part of the commission- low attendance and no quorum established. He wants to highlight the positives as well- all the work that was done in DOC and the other community events.
- 2) Commissioner Weaver, wants to add the events that the commissioners had on their own accord but the other commissioners take part of it.

VII. Adjournment

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Commission on Reentry and Returning Citizen Affairs

Invites you to the monthly commission meeting

Thursday February 7, 2019

6:30 PM – 8:00 PM

Location: 2100 Martin Luther King Ave. S.E

(1st Floor Conference Room)

Washington D.C. 20020

Agenda

- I. Opening – Call to Order***
- II. Introduction of New Commissioners***
- III. FY18 Annual Report***
- IV. Highlight 3 initiatives the Commission wants to accomplish in FY19.***
- V. 5 initiatives ideas***
- VI. Adjournment 7:30PM/8:00PM***

*****Commission meetings will be held monthly*****

Commission on Reentry and Returning Citizen Affairs

February 7, 2019 Meeting Minutes Summary

(2100 Martin Luther King Jr. Ave SE)

I. Opening - Call to order by Commissioner

II. Roll Call

Attendees

Corwin Knight (Chairman)
Nicole Porter (Commission)
Clarence Johnson (Commission)
Tanisha Murden (Commission)
James Berry (Commission)
DeCarlo Washington (ex-officio member)
Brian Ferguson (ex-officio member)
Larry Moon (Commission-pending confirmation)
John Matthews (Commission-pending confirmation)
Shawn Hilgendorf (CM R. White representative)
Dexter Williams (CM R. White representative)
Gloria Martinez (MORCA representative)
Lashaun Quander-Mosley (public member)
Latasha Ward (public member)

III. Introduction of New Commissioners

- 1) Larry Moon and John "Peterbug" Matthews

IV. FY18 Annual Report

- 1) Chairman Knight mentioned that FY18 Annual Report was due on Jan 19th but it is still in the process of being revised. It will be finalized no later than March 1st.

V. Highlight 3 initiatives the Commission wants to accomplish in FY19

- 1) Mr. John Matthews stressed the need to build on current partnerships and strengthen them. He believes that there are many

industrial opportunities, electrical work, sew and cook.

- 2) Commissioner Porter mentioned suggested putting policy into play. Expand voting rights to those that are incarcerated with a felony. She mentions Vermont and Maine are the only states to provide incarcerated individuals the ability to vote. A handful of states are introducing similar legislation.
- 3) Chairman Knight suggested possibly working through individuals being wards of the states (where they are incarcerated). Those individuals are being counted in the census of those states instead of DC. Commissioner Porter thinks that this could be tied to voting representation policy.
- 4) Chairman Knight wants to introduce how we can hold private companies more accountable to enforcing ban the box. Policy wise it's something that the commission should try and strengthen. Commissioner Porter asked if there are any reporting requirements as it pertains to ban the box. Director Ferguson stated that there is a report that is generated of the number of claims and the results of each claim. Director Ferguson explained the financial implications of ban the box. These implications result from employers either verbally and/or written asking about someone's background.
- 5) Commissioner Porter suggested that these are questions that should be posed to council during OHR's oversight hearings.
- 6) Commissioner Berry suggested that board of education, DC public schools, and Chancellor (if possible) to come to the next meeting and discuss vocational trainings at the schools and also identifying the children with incarcerated parents.
 - Director Ferguson suggested that DCPS and Charter schools need to ask the question initially to identify the children with incarcerated parents. This will allow the commission to identify the services that are available for these children.
 - Director Ferguson also suggested if there is a possibility to have parents that are incarcerated access or have access to the progress report of their child. This would allow for the parents to be available for the children and to keep fostering a sense of family even if the parent is far away.
- 7) Mr. Moon, suggested that the commission should target individuals that need family connections. Suggested Family day where individuals can be provided with resources to help with reunification and healing.
- 8) Commissioner Murden mentioned that work is being done in Ballou High School dealing with restorative justice. Healing circles and how this will allow for them to be better served.
- 9) Mr. Hilgendorf chimed in and mentioned that the oversight hearing for OHR will be February 28th at 2pm and that they were under the Committee of Government Operations.
- 10) Ex-officio member Washington, brought up the need to look deeper into first source law. WIP (workforce incentive program) would have returning citizens working and DGS would be one of the biggest employers if we could get them to hire returning citizens to work in

the construction site and other areas that would require manual labor since they handle all the building for district government.

- Commissioner Porter asks if there is a possibility to have set asides in the government for returning citizens to work in district government. Commissioner Murden wants the probationary period to be extended or secured to state that individuals HAVE to stay on the job for over a year. This would eliminate the notion that returning citizens are dismissed after 120 days to avoid any repercussion. Commissioner Berry stated that possibly there should be a retention requirement not just a hiring requirement.

- 11) Commissioner Porter wants to find individuals that can help move these agenda items further and invite them to the next meeting. In particular those ex-officio members whose agencies directly impact the changes that are being proposed.
- 12) Chairman Knight recaps the initiatives that the commission will focus on the remainder of the fiscal year- voting rights/absentee voting; ban the box; workforce incentive; children with incarcerated parents and lastly dcps (vocational training).
- 13) Several commissioners expressed interest in testifying at the different hearings that are scheduled.

VI. Adjournment at 7:55pm