

2. Maintaining communications with DCPS about the oral health services being provided pursuant to this Agreement.
3. Ensuring that DOH coordinates logistics with DCPS.
4. Overseeing the performance of the DOH contractors.
5. Ensuring that the DOH contractors safeguard all data associated with this Agreement by adhering to all District and federal laws and regulations pertaining to privacy and confidentiality of educational and clinical records, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. Ensuring that all federal and local laws, rules, regulations, and guidelines for infection control are followed in the provision of oral health services.
7. Monitoring the DOH contractors to ensure compliance with the terms and conditions of their contracts.
8. Ensuring that the DOH contractors' clinical staff maintain active licenses to practice in the District of Columbia while providing services to students.
9. Ensuring that the DOH contractors adhere to and maintain patient health records for all services rendered in a manner that adheres to all District and federal rules and regulations, including FERPA and HIPAA.
10. Ensuring that all DOH contractor personnel, including all contracted staff and volunteers, participating in the Program have completed criminal background checks within the past two (2) years in accordance with the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.*) and all rules promulgated thereunder ("Background Check"), and that DOH's contractors provide DCPS with Background Check clearance letters for all participating personnel indicating they were cleared within the last two (2) years.
11. Developing a performance report for the DOH contractors. At a minimum, the performance report will include, for each person providing service under the DOH contracts (1) date of service(s), (2) National Provider ID (NPI), (3) address, (4) the names, dates of birth, Medicaid ID (if available) and summary of services provided to each student, and (5) whether additional follow-up dental care is required.

12. Providing the DCPS designated schools with the parental consent forms and information about the oral health services no less than two weeks prior to providing on-site oral health services.
13. Providing DCPS with copies of the performance reports submitted by the DOH contractors within five (5) days of receipt and with an annual report with Program data, including the overall number of students served and types of services received.
14. Engaging the school nurses as a referral source and a link to the provisioned oral healthcare services.
15. Collaborating with the District of Columbia Department of Health Care Finance (DHCF) to provide an oral health education event for DCPS. The event may be hosted in conjunction with an established school activity or as a stand-alone health fair or event.

C. JOINT RESPONSIBILITIES OF DCPS AND DOH

DCPS and DOH agree to collaborate and jointly assume the following duties and responsibilities in support of this Program:

1. Work collaboratively to create a service schedule prior to the start of each school year.
2. Meet with school-based team to discuss roll out of the oral health services and address any concerns two to three weeks prior to service dates.

D. LOCATION OF SERVICES

The oral health services will be provided at DCPS sites in the District of Columbia.

E. CONTRACTOR PROVISION OF SERVICES

Duties and obligations for the provision of the oral health services provided for by DOH in this Agreement will be set forth in the DOH contracts awarded pursuant to this Agreement.

F. PATIENT RECORDS

Information gathered from the patients' records will be used for data and epidemiological monitoring. All Federal and District confidentiality

guidelines will be adhered to.

DOH, through its contractors, is required to provide an institutional service or function on behalf of DCPS under this Agreement. The ability to provide such institutional service or function requires DCPS to disclose personally identifiable information from education records ("PII") to DOH and DOH's contractors, and DCPS has determined that DOH and DOH's contractors have legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(I)(B), DOH shall require its contractors to acknowledge that they (i) have been outsourced an institutional service or function of DCPS under this Agreement; (ii) shall be considered a "school official" for purposes of providing such institutional service or function under this Agreement; (iii) shall be required to follow all DCPS requirements with respect to the use and maintenance of all PII they will have access to under this Agreement; and (iv) are subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this Agreement. Pursuant to 34 CFR § 99.33(a), DOH shall require (1) that its contractors do not disclose any PII they may have access to under this Agreement to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) that their officers, employees and agents receiving PII under this Agreement only use such information for purposes of providing an institutional service or function on behalf of DCPS. Accordingly, DCPS agrees to share with DOH education records such as oral health assessments and various other student data concerning DCPS students.

G. CONFIDENTIALITY AND SHARING

1. DOH shall cause its employees and shall require that its contractors cause their employees, subcontractors and agents to agree to maintain as confidential 1) all DCPS and/or DOH student lists and any other information containing the names, addresses, and telephone number of students who have been provided services under this Agreement; and 2) any other information compiled by or created by DOH and/or its contractors which is proprietary and which is identified as proprietary to DCPS in this Agreement or in any other document directly related to this Agreement ("Confidential Information").
2. DOH acknowledges and agrees, and shall require its contractors to acknowledge and agree, that all student health data are confidential and may not be released by DOH or DOH's contractors without written parental/guardian consent. DCPS agrees that any student's medical data obtained from DOH and its contractors will be maintained as confidential, and will not be released to any third parties, except as required by law or with the written consent of the student's custodial parent or guardian.
3. DOH shall ensure that all DOH employees, and shall require that its contractors, not disclose or use Confidential Information or student health data for their own

benefit or gain, or for the benefit or gain of any third party during the term of this Agreement. DOH and DOH contractors' employees, subcontractors or agents may use Confidential Information to the extent necessary to perform their duties. Upon the effective date of termination of this Agreement, DOH and its contractors shall promptly cause the return to DCPS of any Confidential Information and student health data in their possession. In the event of a breach or a threatened breach of this requirement by DOH or its contractors, DCPS shall have the right to immediately terminate this Agreement.

4. DOH and DCPS acknowledge and agree that, with a parent/guardian's written consent, a student's health data may be disclosed to the student's primary care physician, primary dental provider, or any other health care provider authorized to treat the student.
5. DOH and DCPS agree to adhere to all District and Federal laws and regulations, pertaining to privacy and confidentiality of records, including FERPA and HIPAA.
6. DOH agrees that, if it publishes any demographic or medical data about the Program, the publication will not contain student- specific information, or identify any specific DCPS facility where such services were provided, without the prior written consent of DCPS and the student's parent or guardian. DOH shall forward a copy of any proposed publications to DCPS for its review and comment at least thirty (30) business days prior to submission. DCPS understands and agrees that DOH is under no obligation to make any substantive changes in the proposed publication, unless DCPS is seeking to correct false or misleading information related to the provision of oral health services, or to delete or correct student/facility identifying information or any other data protected by FERPA. DCPS further agrees to notify DOH in writing at least ten (10) business days prior to the publication submission date of the need for such correction.

H. AMENDMENTS/MODIFICATION OF TERMS AND CONDITIONS

Each party reserves the right to request modification and/or renegotiation of the terms and conditions of this Agreement at any time. . Any modification to this Agreement shall be in writing, agreed to by both parties and documented by an amendment dated and signed by the authorized representative of DOH and DCPS.

I. SPECIAL PROVISIONS FOR TERMINATION OF AGREEMENT

The DOH may terminate this Agreement for cause upon thirty (30) days prior written notice to DCPS on the following grounds:

1. Lack of funding;

2. Elimination of this Program or service;
3. Failure of DCPS to complete project timelines; and/or
4. Failure of DCPS to follow District laws, rules or regulations.

DCPS may terminate this Agreement upon thirty (30) days prior written notice to DOH on the following grounds:

1. DOH fails to comply with the terms of this Agreement including, but not limited to, the DOH obligation to properly oversee its contractors;
2. DOH fails to coordinate with DCPS regarding Program adjustments;
3. Elimination of this Program or service;
4. DOH fails to complete project timelines; and/or
5. DOH fails to follow District laws, rules or regulations.

Prior to any termination, DOH agrees to cooperate with DCPS regarding the timely transfer of health care records and other student data back to DCPS.

J. SPACE UTILIZATION AGREEMENT

DOH may enter DCPS property and use DCPS facilities where services will be provided.

VI. NOTICES AND CONTACT PERSONS

Any inquiries under this Agreement shall be directed to the parties listed below. Any notices required under this Agreement shall be made in writing, sent by any recognized form of communication, and by any recognized delivery method to the same parties.

TO DCPS:

Diana Bruce
Director of Health and Wellness
District of Columbia Public Schools
Office of Youth Engagement
1200 First Street, NE 8th Floor
Washington, D.C. 20002
(202) 442-5103 (office)

Valentine Breitbarth
Manager, Health Services
District of Columbia Public Schools
Office of Youth Engagement
1200 First Street, NE 8th Floor
Washington, DC 20002
(202) 345-0052

TO DOH:

Pierre M. Cartier, DMD, MPH
Supervisory Dental Officer
Child, Adolescent and School Health
Bureau
Department of Health
Community Health Administration
899 North Capitol Street, NE, 3rd Floor
Washington, DC 20002
(202) 442-9127 (office)
(202) 768-1968 (mobile)

Justice Armattoe
Oral Health Coordinator
Child, Adolescent and School Health
Bureau
Department of Health
Community Health Administration
899 North Capitol Street, NE, 3rd Floor
Washington, D.C. 20002
(202) 442-9365 (office)

X. EFFECTIVE DATE

This Agreement shall be effective upon of its full execution by DOH and DCPS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year provided below.

DEPARTMENT OF HEALTH:

LaQuandra S. Nesbitt, MD, MPH
Director

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Phillip Husband, Esq.
General Counsel

Date: _____

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

UR for Kaya Henderson
Kaya Henderson, Chancellor

Date: 6.11.15



**MEMORANDUM OF AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA PUBLIC LIBRARY
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

This is an agreement (the "Agreement") by and between the District of Columbia Public Library ("DCPL") and the Program Presenter (the "Presenter") District of Columbia Public Schools ("Early Stages"), effective upon the date of last signature, to ensure that both the DCPL and Presenter (the "Parties") fully understand their obligations within said agreement. Therefore, the following agreement is undertaken.

I. SCOPE OF WORK:

During FY2019 from October 1, 2018 to September 30, 2019, Early Stages will conduct parent workshops, professional development trainings and other meetings and events for library staff and members of the community at DC Public Library locations. The Early Stages parent workshops and professional development trainings provide an overview of topics related to the development and support of children between the ages of 3 to 5 years old. Topics include: developmental milestones, developmental screening, early intervention, special education, addressing challenging behaviors, family engagement, and trauma and resilience. Early Stages conducts outreach and educational workshops in the community with child care professionals, teachers, parents and others who serve children aged 3 to 5 years old as part of the District's obligation under the Individuals with Disabilities Education Act (IDEA) to help identify young children with disabilities and help get them connected to early intervention services.

II. RESPONSIBILITIES

DCPL Responsibilities

DCPL will provide a room for the events. DCPL will identify a point of contact at each branch where a program takes place, and will market the programs via in-library flyers, postings on its web site, and any appropriate neighborhood listservs.

Presenter Responsibilities

The Presenter shall provide all equipment and supplies necessary for the successful program unless other arrangements are mutually agreed upon fifteen (15) days prior to the program. The Presenter is to arrive thirty (30) minutes prior to the scheduled program or as agreed upon by the parties.

III. MARKETING/ADVERTISING

Parties agree that the name or logo of each party shall not be used without prior consent, including the use of promotional materials for programs involving the delivery of services scheduled pursuant to this agreement.

IV. CANCELLATION POLICY

Unforeseen Circumstances:

If a program is cancelled due to a cause that is not the fault of DCPL (i.e., inclement weather and/or "acts of God"), the Presenter may reschedule his/her program by negotiating with the library for a mutually agreeable time, with preference being given to the library. However, the parties agree that the Presenter will not be under any obligation to reschedule the program. DCPL may terminate this Agreement for the following reasons: changes in applicable law or policy affecting the services described herein, changes in the structure or nature of the program, and/or elimination of the program or service.

V. CONTACTS

DCPL	DCPS
Name of Librarian: Theresa Wang Title: Early Literacy Coordinator DCPL Location: Administrative Office Address: 1990 K Street NW, Washington, DC 20006 Tele: 202.727.8136 E-mail: theresa.wang@dc.gov	Name of Contact: Jane Anderson Title: Child Find Manager, Early Stages Address: Early Stages, District of Columbia Public Schools, 1125 New Jersey Avenue, NW, Washington, DC 20001 Tele: 202.270.4737 E-mail: jane.anderson@dc.gov

VI. ANTI-DEFICIENCY LIMITATION: AUTHORITY

Though no financial obligations on the part of the Parties are anticipated, the Parties acknowledge that they are not authorized to make any obligations in advance or in the absence of lawfully available appropriations and that the District's authority to make such obligations is and shall remain subject to the provisions of (i) the federal Anti-Deficiency act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code section 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01 – 355.08, as the foregoing statutes maybe amended from time to time; and (iv) §446 of the District of Columbia Home Rule Act.

VII. SEVERABILITY

This Agreement shall be deemed severable and any provision of this Agreement that violates any statute, rule, 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.

VIII. RELATIONSHIP OF THE PARTIES

For the purposes of this Agreement and other related agreements signed by the parties, neither party is the agent of the other nor has the right or authority to bind the other party through its actions or any other agreements or communications.

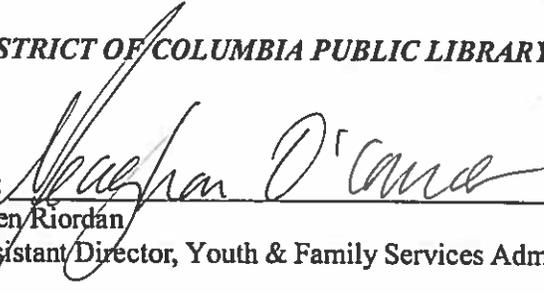
IX. AMENDMENT

This Agreement contains the entire agreement among the parties. The parties to this agreement agree that they shall have the opportunity to review and comment on all proposed addendums that shall become part of this agreement herein. Any addendums and modifications to this Agreement, to be effective, must be in writing and signed by the parties hereto. The parties of this agreement also agree that the contracting between the parties with another outside vendor/party does not obligate and/or bind any other party of this Agreement to the contract of the other.

X. AUTHORIZATION, APPROVAL AND ACCEPTANCE

IN WITNESS WHEREOF, the Parties have executed this Agreement as evidenced below.

DISTRICT OF COLUMBIA PUBLIC LIBRARY

By:  Date: 1/7/18
Ellen Riordan
Assistant Director, Youth & Family Services Administrative Office

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

By:  Date: 12/20/18
Amanda Alexander
Interim Chancellor

**INTERSTATE COMPACT ON
EDUCATIONAL OPPORTUNITY
FOR MILITARY CHILDREN**

COMPACT RULES

Adopted November 2009, amended November 16, 2012

Introduction

The goal of the Compact is to replace the widely varying policies affecting transitioning military students. The Compact leverages consistency. It uses a comprehensive approach that provides a consistent policy in every school district and in every state that chooses to join.

The Compact addresses key educational transition issues encountered by military families including enrollment, placement, attendance, eligibility and graduation.

Children of active duty members of the uniformed services, National Guard and Reserve on active duty orders, and, for one year after leaving service, members or veterans who are medically discharged or retired are eligible for assistance under the Compact.

The Commission Rules were approved and adopted at the annual business meeting in November 2009. The Rules complement the language of the Interstate Compact and may not conflict with it. These rules are not designed to address every issue arising under the Compact but allow room for flexibility to make reasonable changes or clarification as the need arises through amendment, advisory opinions, and training opportunities.

Rule 2.104(d) governing the "Dues Formula," was amended by the Commission at the 2011 MIC3 Annual Meeting in Louisville, Kentucky.

Rule 3.102(b) defining "Kindergarten enrollment," was amended by the Commission at the 2012 MIC3 Annual Meeting in Charleston, South Carolina.

www.mic3.net

e-mail: mic3info@csg.org

Table of Contents

Chapter - 100 DEFINITIONS	4
SEC.1.101 Definitions4
Chapter 200 - GENERAL PROVISIONS	6
SEC. 2.102 Adoption of Rules; Amendment6
SEC. 2.103 Data Collection and Reporting8
SEC. 2.104 Dues Formula8
SEC. 2.105 Forms8
Chapter 300 - TRANSFER OF EDUCATION RECORDS AND ENROLLMENT	9
SEC. 3.101 Eligibility for Transfer and Enrollment9
SEC. 3.102 Application for Transfer of Student Records and Enrollment9
Chapter 400 - GRADUATION	10
Chapter 500 - PLACEMENT & ATTENDANCE	11
SEC. 5.101 Course Placement	11
SEC. 5.102 Educational Program Placement	11
SEC. 5.103 Special Education Services	11
SEC. 5.104 Placement Flexibility	12
SEC. 5.105 Absence as Related to Deployment Activities	12
Chapter 600 - ELIGIBILITY	12
SEC. 6.101 Eligibility for Enrollment	12
SEC. 6.102 Eligibility for Extracurricular Participation	12
Chapter 700 - OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION	13
SEC. 7.101 Informal Communication to Resolve Disputes or Controversies.	13
SEC. 7.102 Formal Resolution of Disputes and Controversies.	13
SEC. 7.103 Enforcement Actions Against a Defaulting State	14
SEC 7.104 Judicial Enforcement	15

Chapter - 100 DEFINITIONS

SEC.1.101 Definitions

As used in these rules, unless the context clearly requires a different construction.

- A. "Active duty" means: full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
- B. "By-laws" means: those by-laws established by the Interstate Commission on Educational Opportunity for Military Children for its governance, or for directing or controlling the Interstate Commission's actions or conduct.
- C. "Children of military families" means: a school-aged child(ren), enrolled in kindergarten through twelfth (12th) grade, in the household of an active duty member.
- D. "Compact commissioner" means: the voting representative of each compacting state, appointed pursuant to Article VIII of this compact.
- E. "Days" means: business days, unless otherwise noted.
- F. "Deployment" means: the period one (1) month prior to the service members' departure from their home station on military orders through six (6) months after return to their home station.
- G. "Education(al) records" means: those official records, files, and data directly related to a student and maintained by the school or local education agency (LEA), including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- H. "Extracurricular activities" means: a voluntary activity sponsored by the school or LEA or an organization sanctioned by the LEA. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- I. "Interstate Commission on Educational Opportunity for Military Children" means: the commission that is created under Article IX of this compact, which is generally referred to as Interstate Commission.

- J. "Local education agency" means: a public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through twelfth (12th) grade public educational institutions.
- K. "Member state" means: a state that has enacted this compact.
- L. "Military installation" means: a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- M. "Non-member state" means: a state that has not enacted this compact.
- N. "Receiving state" means: the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- O. "Rule" means: a written statement by the Interstate Commission promulgated pursuant to Article XII of this compact that is of general applicability, implements, interprets or prescribes a policy or provision of the compact, or an organizational, procedural, or practice requirement of the Interstate Commission, and has the force and effect of statutory law in a member state, and includes the amendment, repeal, or suspension of an existing rule.
- P. "Sending state" means: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- Q. "State" means: a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory.
- R. "Student" means: the child of a military family for whom the LEA receives public funding and who is formally enrolled in kindergarten through twelfth (12th) grade.
- S. "Transition" means: 1) the formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
- T. "Uniformed service(s)" means: the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.
- U. "Veteran" means: a person who served in the uniformed services and who was discharged or released under conditions other than dishonorable.

Chapter 200 - GENERAL PROVISIONS

SEC. 2.102 Adoption of Rules; Amendment

Proposed rules or amendments to the rules shall be adopted by majority vote of the members of the Interstate Commission in the following manner:

- (a) Proposed new rules and amendments to existing rules shall be submitted to the Interstate Commission office for referral to the Rules Committee as follows:
 - (1) Any Commissioner may submit a proposed rule or rule amendment for referral to the Rules Committee during the annual Commission meeting. This proposal must be made in the form of a motion and approved by a majority vote of a quorum of the Commission members present at the meeting;
 - (2) Standing Committees of the Commission may propose rules or rule amendments by majority vote of that Committee;
 - (3) Any regional group of states as may be subsequently recognized by the Commission may propose rules or rules amendments by a majority vote of members of that region;
- (b) The Rules Committee shall prepare a draft of all proposed rules and provide the draft to all Commissioners for review and comments. All written comments received by the Rules Committee on proposed rules shall be posted on the Commission's website upon receipt. Based upon the comments made by the Commissioners, the Rules Committee shall prepare a final draft of the proposed rule(s) or amendments for consideration by the Commission no later than the next annual meeting falling in an odd-numbered year.
- (c) Prior to promulgation and adoption of a final rule by the Interstate Commission, the text of the proposed rule or amendment shall be published by the Rules Committee no later than thirty (30) days prior to the meeting at which the vote is scheduled, on the official web site of the Interstate Commission and in any other official publication that may be designated by the Interstate Commission for the publication of its rules. In addition to the text of the proposed rule or amendment, the reason for the proposed rule shall be provided.
- (d) Each administrative rule or amendment shall state:
- (e) The place, time, and date of the scheduled public hearing;
- (f) The manner in which interested persons may submit notice to the Interstate Commission of their intention to attend the public hearing and any written comments; and
- (g) The name, position, physical and electronic mail address, telephone, and telefax number of the person to whom interested persons may respond with notice of their attendance and written comments.
- (h) Every public hearing shall be conducted in a manner guaranteeing each person who wishes to comment a fair and reasonable opportunity to comment. No transcript of the

public hearing is required, unless a written request for a transcript is made, which case the person or entity making the request shall pay for the transcript. A recording maybe made in lieu of a transcript under the same terms and conditions as a transcript. This subsection shall not preclude the Commission from making a transcript or recording of the public hearing if it chooses to do so.

- (i) Nothing in this section shall be construed as requiring a separate hearing on each rule. Rules may be grouped for the convenience of the Interstate Commission at hearings required by this section.
- (j) Following the scheduled hearing date, or by the close of business on the scheduled hearing date if the hearing was not held, the Interstate Commission shall consider all written and oral comments received.
- (k) The Interstate Commission shall, by majority vote of a quorum of the commissioners, take final action on the proposed rule and shall determine the effective date of the rule, if any, based on the rulemaking record and the full text of the rule.
- (l) Not later than sixty (60) days after a rule is adopted, any interested person may file a petition for judicial review of the rule in the United States district court of the District of Columbia or in the federal district court where the Interstate Commission's principal office is located. If the court finds that the Interstate Commission's action is not supported by substantial evidence, as defined in the federal Administrative Procedures Act, in the rulemaking record, the court shall hold the rule unlawful and set it aside.
- (m) Upon determination that an emergency exists, the Interstate Commission may promulgate an emergency rule that shall become effective immediately upon adoption, provided that the usual rulemaking procedures provided in the compact and in this section shall be retroactively applied to the rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the rule. An emergency rule is one that must be made effective immediately in order to:
 - (1) Meet an imminent threat to public health, safety, or welfare;
 - (2) Prevent a loss of federal or state funds;
 - (3) Meet a deadline for the promulgation of an administrative rule that is established by federal law or rule; or
 - (4) Protect human health and the environment.

SEC. 2.103 Data Collection and Reporting

- (a) As required by the compact, and as specified by the operational procedures and forms approved by the commission, the states shall gather, maintain and report data regarding the transfer and enrollment of students who transfer from one state LEA to another state LEA under this compact.
- (b) Each state shall report to the commission annually the number of students transferred to a LEA from another state and received from another state's LEA in the previous year.
- (c) Reports required under sec. 2.103 (a) and (b) shall be received by the Commission no later than June 30 of each year.

SEC. 2.104 Dues Formula

The commission shall determine the formula to be used in calculating the annual assessments to be paid by states. Public notice of any proposed revision to the approved dues formula shall be given at least 30 days prior to the Commission meeting at which the proposed revision will be considered.

- (a) The Commission may consider the population of the states, the number of students subject to the compact within each state, and the volume of student transfers between states in determining and adjusting the assessment formula.
- (b) The approved formula and resulting assessments for all member states shall be distributed by the commission to each member state annually.
- (c) The dues formula shall be based on the figure of one dollar per child of military families eligible for transfer under this compact, and beginning in FY 2014 this calculation shall be based upon the State in which each military family resides, except that effective FY 2013, and each year thereafter, no state dues assessment shall exceed the sum of sixty thousand dollars (\$60,000.00) per year and effective FY 2014, and each year thereafter, no state dues assessment shall be less than two thousand dollars (\$2,000.00).

SEC. 2.105 Forms

- (a) States may use the forms or electronic information system authorized by the commission for communication regarding transfers of students subject to this compact between or among states.

Chapter 300 - TRANSFER OF EDUCATION RECORDS AND ENROLLMENT

SEC. 3.101 Eligibility for Transfer and Enrollment

- (a) Unofficial or "hand-carried" education records – In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible. In the event a state or LEA charges a fee for copies of educational records, such a fee shall not exceed the reasonable cost of reproduction.
- (b) Official education records/transcripts—Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student's official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within ten (10) business days except for a designated school staff break including, but not limited to, spring, summer, or holiday. Records should be furnished as soon as possible following the return of staff from a school staff break; however, the time shall not exceed ten (10) days after the return of staff.

SEC. 3.102 Application for Transfer of Student Records and Enrollment

An application for transfer of educational records of students subject to this compact shall contain the following:

- (a) Immunizations – Compacting states shall give thirty (30) calendar days from the date of enrollment. For a series of immunizations, initial vaccinations must be obtained within thirty (30) calendar days.
- (b) Kindergarten and First grade entrance age – Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a LEA in the sending state at the time of transition, regardless of age. In the case of a Kindergarten student, the student must have been enrolled and attended class in the sending state in order to assure continued attendance in Kindergarten in the receiving state. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.

- (1) Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to the school of the state being transferred into shall be admitted upon presentation of the data required in subsection (3).
- (2) Any student who transfers from an out-of-state non public school and who does not meet regular age requirements for admission to a public school in the state being transferred, shall be admitted if the student meets age requirements for public schools within the state from which he or she is transferring, and if the transfer of the student's academic credit is acceptable under rules of the school board. Prior to admission, the parent or guardian must also provide the data required in subsection (3).
- (3) In order to be admitted into a school of the state being transferred, such a student transferring from an out-of-state school must provide the following data:
 - (i) Official documentation that the parent(s) or guardian(s) were resident(s) of the state in which the child was previously enrolled in school;
 - (ii) An official letter or transcript from the proper school authority which shows a record of attendance, academic information, and grade placement of the student;
 - (iii) Documented evidence of immunization against communicable diseases; and
 - (iv) Evidence of date of birth.

Chapter 400 - GRADUATION

- (a) Waiver requirements – LEA administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another LEA or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the LEA shall provide an alternative means of acquiring required coursework so that graduation may occur on time. If the receiving LEA requires a graduation project, volunteer community service hours, or other state or LEA specific requirements, the receiving LEA may waive those requirements.
- (b) Exit exams – States shall accept: 1) exit or end-of-course exams required for graduation from the sending state; or 2) national norm-referenced achievement tests or 3) alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her senior year, then the provisions of Article VII, Section C shall apply.
- (c) Transfers during senior year – There may be cases in which a military student transferring at the beginning or during his or her senior year is ineligible to graduate from the receiving LEA after all alternatives have been considered. In such cases the sending and receiving LEA's shall ensure the receipt of a diploma from the sending LEA, if the student meets the graduation requirements of the sending LEA. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student in accordance

with Sections A and B of this Article.¹

Chapter 500 - PLACEMENT & ATTENDANCE

SEC. 5.101 Course Placement

- (a) The receiving school shall initially place a student who transfers before or during the school year in educational courses based on the student's enrollment in the sending state school and/or educational assessments conducted at the school in the sending state to the extent the educational courses are provided by the receiving school. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such educational courses.

SEC. 5.102 Educational Program Placement

- (a) The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such programs.

SEC. 5.103 Special Education Services

- (a) In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. Section 1400 et seq, the receiving state shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP); and
- (b) In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C.A. Section 794, and with Title II of the Americans with Disabilities Act, 42 U.S.C.A. Sections 12131-12165, the receiving state shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing 504 or Title II Plan, to provide the student with equal access to education.
- (c) The receiving school may perform subsequent evaluations to ensure appropriate placement and appropriate services. The receiving school shall follow any current regulations the receiving state has in place in order to comply with federal or state law.

¹ Please refer to your specific state statute for clarification

SEC. 5.104 Placement Flexibility

- (a) LEA officials shall have flexibility in waiving course/program prerequisites, or other preconditions for placement in courses/programs offered under the jurisdiction of the LEA.

SEC. 5.105 Absence as Related to Deployment Activities

- (a) A student whose parent or legal guardian is an active duty member of the uniformed services, as defined by the Compact, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the LEA superintendent or head of school to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian. Notwithstanding the above, the LEA superintendent or head of school may provide a maximum number of additional excused absences.

Chapter 600 - ELIGIBILITY

SEC. 6.101 Eligibility for Enrollment

- (a) A custody order, special power of attorney, or other applicable document relative to the guardianship of a child of a military family and executed under the applicable law of each member state shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent. A special power of attorney form, which is acceptable in some jurisdictions, can be obtained through the JAG offices pursuant to Military Family Care Plan regulations.
 - (1) A local education agency shall be prohibited from charging local tuition to a transitioning military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent. Tuition may be charged for optional programs offered by the LEA.
 - (2) A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent.
 - (3) The local education agency shall not charge tuition. In addition, transportation to and from school is the responsibility of the non-custodial parent or other persons standing in loco parentis.

SEC. 6.102 Eligibility for Extracurricular Participation

- (a) State and local education agencies shall facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, with consultation with the state high school athletic association, to the extent they are otherwise qualified. Application deadlines include tryouts, summer conditioning and other coach or district pre-requisites.

Chapter 700 - OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION

SEC. 7.101 Informal Communication to Resolve Disputes or Controversies

- (a) States shall attempt to resolve disputes or controversies by communicating with each other by telephone, telefax, or electronic mail
- (b) Failure to resolve dispute or controversy:
 - (1) Following an unsuccessful attempt to resolve controversies or disputes arising under this compact, its by-laws or its rules as required under sec. 7.101 (a), states shall pursue one or more of the informal dispute resolution processes set forth in sec. 7.101(b) (2) prior to resorting to formal dispute resolution alternatives.
 - (2) Parties shall submit a written request to the executive director for assistance in resolving the controversy or dispute. The executive director shall provide a written response to the parties within ten (10) days and may, at the executive director's discretion, seek the assistance of legal counsel or the executive committee in resolving the dispute. The executive committee may authorize its standing committees or the executive director to assist in resolving the dispute or controversy.

SEC. 7.102 Formal Resolution of Disputes and Controversies

- (a) Alternative dispute resolution – Any controversy or dispute between or among compacting states that arises from or relates to this compact that is not resolved under sec. 7.101 may be resolved by alternative dispute resolution processes. These shall consist of mediation and arbitration.
- (b) Mediation and arbitration:
 - (1) Mediation
 - (i) A state that is party to a dispute may request, or the executive committee may require, the submission of a matter in controversy to mediation.
 - (ii) Mediation shall be conducted by a mediator appointed by the executive committee from a list of mediators approved by the national organization responsible for setting standards for mediators and pursuant to procedures customarily used in mediation proceedings.
 - (2) Arbitration
 - (i) Arbitration may be recommended by the executive committee in any dispute regardless of the parties' previous submission of the dispute to mediation.
 - (ii) Arbitration shall be administered by at least one neutral arbitrator or a panel of arbitrators not to exceed three members. These arbitrators shall be selected from a list of arbitrators maintained by the commission staff.
 - (iii) The arbitration may be administered pursuant to procedures customarily used in arbitration proceedings and at the direction of the arbitrator.
 - (iv) Upon the demand of any party to a dispute arising under the compact, the dispute shall be referred to the American Arbitration Association and shall be administered pursuant to its commercial arbitration rules.

- (v) (a) The arbitrator in all cases shall assess all costs of arbitration, including fees of the arbitrator* and reasonable attorney fees of the prevailing party, against the party that did not prevail.
- (b) The arbitrator* shall have the power to impose any sanction permitted by this compact and other laws of the state or the federal district in which the commission has its principal offices.
- (vi) Judgment on any award may be entered in any court having jurisdiction.

SEC. 7.103 Enforcement Actions Against a Defaulting State

- (a) If the Interstate Commission determines that any state has at any time defaulted ("defaulting state") in the performance of any of its obligations or responsibilities under this Compact, the by-laws or any duly promulgated rules the Interstate Commission may impose any or all of the following penalties:
 - (1) Damages or costs in such amounts as are deemed to be reasonable as fixed by the Interstate Commission;
 - (2) Remedial training and technical assistance as directed by the Interstate Commission;
 - (3) Suspension and termination of membership in the compact. Suspension shall be imposed only after all other reasonable means of securing compliance under the by-laws and rules have been exhausted. Immediate notice of suspension shall be given by the Interstate Commission to the governor, the chief justice or chief judicial officer of the state, the majority and minority leaders of the defaulting state's legislature, and the state council.
- (b) The grounds for default include, but are not limited to, failure of a Compacting State to perform such obligations or responsibilities imposed upon it by this compact, Interstate Commission by-laws, or duly promulgated rules. The Interstate Commission shall immediately notify the defaulting state in writing of the penalty imposed by the Interstate Commission on the defaulting state pending a cure of the default. The Interstate Commission shall stipulate the conditions and the time period within which the defaulting state must cure its default. If the defaulting state fails to cure the default within the time period specified by the Interstate Commission, in addition to any other penalties imposed herein, the defaulting state may be terminated from the Compact upon an affirmative vote of a majority of the compacting states and all rights, privileges, and benefits conferred by this Compact shall be terminated from the effective date of suspension.
- (c) Within sixty (60) calendar days of the effective date of termination of a defaulting state, the Interstate Commission shall notify the governor, the chief justice or chief judicial officer, the majority and minority leaders of the defaulting state's legislature, and the state council of such termination.
- (d) The defaulting state is responsible for all assessments, obligations, and liabilities incurred through the effective date of termination including any obligations, the performance of which extends beyond the effective date of termination.

- (e) The Interstate Commission shall not bear any costs relating to the defaulting state unless otherwise mutually agreed upon between the Interstate Commission and the defaulting state.
- (f) Reinstatement following termination of any compacting state requires both reenactment of the Compact by the defaulting state and the approval of the Interstate Commission pursuant to the rules.

SEC 7.104 Judicial Enforcement

- (a) The Interstate Commission may, by majority vote of the members, initiate legal action in the United States District Court for the District of Columbia or, at the discretion of the Interstate Commission, in the federal district where the Interstate Commission has its offices to enforce compliance with the provisions of the Compact, its duly promulgated rules and by-laws, against any compacting state in default. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation including reasonable attorneys' fees.

Military Interstate Children's Compact Commission

1776 Avenue of the States

Lexington, Kentucky 40511

MEMORANDUM OF AGREEMENT

Between

OVSJG, DC SAFE, CFSA, MPD, DCSC, OAG, NVRDC, DCFNE, DCHA, DBH, and DCPS

For the

HIGH RISK DOMESTIC VIOLENCE INITIATIVE

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into among the Office of Victim Services and Justice Grants within the Office of the Mayor of the District of Columbia (“OVSG”); Survivors and Advocates for Empowerment, a District of Columbia nonprofit corporation (“DC SAFE”); Child and Family Services Agency, a District Agency (“CFSA”); the Metropolitan Police Department Domestic Violence Unit (“MPD”); District of Columbia Superior Court (“DCSC”); Office of the Attorney General for the District of Columbia (“OAG”); Network for Victim Recovery, a District of Columbia nonprofit corporation (“NVRDC”); District of Columbia Forensic Nurse Examiners, a District of Columbia nonprofit corporation (“DCFNE”); District of Columbia Housing Authority, an independent authority District of Columbia (“DCHA”); District of Columbia Department of Behavioral Health, a District Agency (“DBH”); and District of Columbia Public Schools (“DCPS”), are each referred to herein as a “Party” and collectively as the “Parties”.

I. PURPOSE

The undersigned organizations join this MOA to promote survivor empowerment and reduce Intimate Partner Violence (IPV) reassault and homicide by ensuring coordinated, rapid support services, and holding offenders accountable/preventing access to victims.

II. BACKGROUND

In 2009 the DC Office of the City Administrator created the High Risk Domestic Violence Initiative (HRDVI) to provide for risk-based collaborative intervention in domestic violence crimes. The City Administrator requested that OVSJG develop a program to effectively engage and serve individuals who are at high risk for lethality as a result of domestic violence. High lethality is determined based on a data-driven assessment by the Maryland Network Against Domestic Violence and based on Dr. Jacquelyn Campbell’s groundbreaking work at Johns Hopkins University. The assessment and risk factors referred to in this MOA is a set of 15 yes/no questions that victims are asked as part of their intake with DC SAFE. The higher the score (the more questions that victims answer yes to), the higher the risk to the victim of future harm, but some factors weigh more heavily than others. OVSJG met with DC SAFE, the MPD Domestic Violence Unit, and other criminal justice stakeholders to explore the feasibility of employing a lethality assessment tool, utilizing DC SAFE’s 24/7 Response Line and Crisis Response Program (formerly OCAP).

A Lethality Assessment Project (LAP) team was formed to develop and pilot: a protocol for administering the lethality assessment tool; a protocol for actions to be taken following high lethality assessments conducted by first responders and domestic violence advocates to increase safety and reduce abuser access to the victim; and a protocol among social service agencies and not-for-profit organizations to share information, discuss interventions, and deliver appropriate services immediately following the assessments. Criminal justice stakeholders that joined the team included CSOSA, and DCSC. Social Services agencies that joined the team included the Department of Mental Health (now reorganized as the Department of Behavioral Health - DBH), DHS, and CFSA.

In November, 2009, the LAP team received technical assistance from the Maryland Network Against Domestic Violence Lethality Assessment for First Responders Program to discuss best practices that would be appropriate for the District of Columbia and consulted with other experts in the field. The team developed an assessment tool to be used by MPD first responders and by OCAP advocates. The team also obtained training for responders and advocates on sensitive delivery of the assessment tool, and follow-up protocols. The resulting LAP pilot was first introduced in January 2010 in two MPD Police Public Service Areas with high volumes of 911 calls for domestic abuse, and DC SAFE began utilizing the LAP Alert Protocol with initial partner agencies.

In 2012, OVSJG, Washington Hospital Center (WHC), the Department of Mental Health (now reorganized as DBH), CFSA, MPD, the Office on Latino Affairs (OLA), CSOSA, and DCSC -- collectively known as the Parties -- signed a Memorandum of Understanding governing the Lethality Assessment Project. The Parties to the MOU agreed to collaborate to further the LAP goals of screening for potential high lethality domestic violence cases across the city, and providing enhanced safety measures and resources for victims in these cases.

While executing the LAP in 2012, the Parties reached a consensus that engagement of victims and coordination of services was more effective using the pilot model where assessments were conducted by members of the OCAP team at DC SAFE. Since 2012, all victims who fall under the core population -- intimate partner victims -- whose risk can be assessed under the validated LAP tool, are screened upon access to DC SAFE services, regardless of whether that access is on the 24/7 Response Line (OCAP, now the Crisis Response Team), or in person at the DVICs.

Since 2012, the LAP has expanded to screening all victims citywide. The LAP has been vital in creating enhanced and expedited access to advocacy and resources to victims of intimate partner violence. In 2015, 4,520 intimate partner victims were referred to DC SAFE, of whom 1,573 were assessed as high lethality, resulting in 724 immediate LAP Alerts to criminal justice Parties and 632 LAP alerts to social service Parties containing victim risk information and immediate needs. This makes DC's LAP one of the largest lethality assessment programs nationwide, and a model for a service and resource-centered risk-management program. The LAP protocol has helped to shorten the time required for contact between city Parties and victims, and improved safety outcomes. The LAP has been touted by City leadership for its role in the City's public safety agenda.

In 2015, DC SAFE and OVSJG began meeting with LAP partner Parties, including parties to the 2012 MOU and more recent operational partners, to further expand this protocol. While the 2012 LAP arrangement provides enhanced access and resources, it remains a largely bilateral process, where Parties communicate directly with DC SAFE as the victim advocacy agency. The 2009 Initiative, signed by the City Administrator, envisioned a periodic multi-disciplinary review process, to ensure victims are receiving holistic team-based intervention, address any gaps, revise internal protocols, and analyze aggregate data. This requirement is in line with national best practices for High Risk Teams for intimate partner violence, in which concerned Parties meet routinely to plan or review interventions as a group, and to make recommendations for policy and protocol changes as needed.

In June 2015, OVSJG invited LAP partners to meetings of a "Criminal Justice Response Team," to discuss this vision. During the course of meetings, a consensus was reached that all parties to the LAP, including new operational partners not part of the 2012 MOU, shared a role in the multi-disciplinary process, to ensure that the goal of decreasing abuser access to victims through offender accountability worked in conjunction with the goal of directing social service Party resources to the highest risk cases. It is toward these goals that this MOA is directed, to build upon the successes of the Lethality Assessment Project, which currently executes a risk-based service protocol. The comprehensive Domestic Violence System Review Team will be tasked with conducting periodic reviews of intimate partner violence cases, sharing information on victimization, and creating consensus on opportunities for system improvement for individual cases.

III. GOALS OF THE HIGH RISK DOMESTIC VIOLENCE INITIATIVE

To maintain and enhance a protocol for dedicated or expedited connection to existing Party resources for victims of intimate partner violence assessed as high risk and presenting with crisis needs;

To expand the use of coordinated team-conducted interventions of current high-risk intimate partner violence cases, and to provide a forum for increased communication between Parties about the efficacy of these interventions;

To identify and minimize duplicative or conflicting system-based responses to alleged perpetrators or victims, to reduce barriers to participation in the criminal justice system or receiving stabilizing social services;

To identify and meet needs for training, orientation, or outreach efforts related to high-risk intimate partner violence within the organizations who are parties to the MOA; and

To share key data on victimization and outcomes of IPV cases reviewed by the team, in order to map system needs, identify critical gaps or best practices, increase knowledge on violent offenders, and improve victim needs and experiences.

IV. ORGANIZATION DESCRIPTIONS

A. Office of Victim Services And Justice Grants (OVSJG)

OVSJG is situated under the Deputy Mayor Of Public Safety and Justice of the Office of the Mayor and is the lead agency for administering federal funds such as the STOP (Services_Training_Officers_Prosecutors) Violence Against Women Formula Grant Program and the Crime Victims Assistance Grant (VOCA) as well as local funds to assist victims of violent crimes in the District of Columbia (DC). OVS administers victim services related to reducing and preventing future victims of crime and funding programs that provide victims of violent crime in the District with care and support during traumatic periods of their lives.

In 2011 and 2012, OVS has funded over fifty projects and programs in the District that afforded crisis response, counseling, advocacy, case management, court accompaniment, shelter, and assistance with victim compensation to over 28,000 victims and family members per year. While the office is relatively small, consisting of only six staff members, it has the capacity to develop and institutionalize a comprehensive response to the needs and concerns of crime victims in the District. OVS staff members have expertise in the development, management, and administration of local and federal grant programs in the areas of domestic violence, sexual assault, stalking and dating violence. The Office of Victim Services is the mechanism by which DC Government resources are leveraged to bridge gaps in victim services.

B. Survivors and Advocates for Empowerment (DC SAFE):

DC SAFE is a non-profit organization that provides immediate crisis intervention services to more than 8,000 victims of domestic violence each year through the Domestic Violence Intake Centers at DC Superior Court and United Medical Center and its 24-hour Crisis Response Team. DC SAFE conducts a lethality assessment with each victim they encounter to deliver tailored services that include: safety planning, legal information, assistance writing pro se petitions for Civil Protection Orders, access to the Emergency Civil Protection Order process when the Court is closed, as well as immediate crisis shelter, transportation and other emergency financial assistance. Since its creation in 2006, SAFE has collaborated with the Metropolitan Police Department to provide crisis intervention services to victims who have called police.

C. Child and Family Services Agency (CFSA)

The District's Child and Family Services Agency is the District of Columbia's public child welfare agency (Title IV-E and IV-B) that protects child victims and children at risk of abuse and/or neglect. CFSA's Office of Well Being provides domestic violence assessments when needed and provides education regarding domestic violence for CFSA staff working with families to investigate and resolve reports of child abuse and neglect. CFSA works closely with domestic violence service providers to facilitate access to social services for adult and teen parents, as well as teens under the agency's supervision. In 2008, CFSA had a Memorandum of Agreement with DC SAFE to provide direct referrals from their social workers to DC SAFE's Response Line to provide immediate

support to victims with co-occurring child abuse and neglect issues in the home. This MOA was renewed in 2010.

D. Metropolitan Police Department (MPD)

The Domestic Violence Unit serves as a liaison between the MPD, the US Attorney's Office, other law enforcement agencies, victim service agencies, victim advocates and the community in the Washington, D.C. area. The unit conducts ongoing community outreach and education, provides ongoing training for the members of MPD, and monitors the activities of the District Domestic Violence Investigators and District Patrol Officers. The unit has direct supervision of the Domestic Violence Intake Center Officers and their investigations. The Domestic Violence Unit is part of the MPD's Investigative Services Bureau, Superintendent of Detectives Division, District Investigative Branch.

E. DC Superior Court (DCSC)

DCSC is the local trial court for the District of Columbia. It is a trial court of general jurisdiction, handling civil, criminal, family, probate, tax, landlord-tenant, small claims, and traffic matters. DCSC is also responsible for the administration of the Crime Victims Compensation Program.

F. Office of the Attorney General of the District of Columbia (OAG)

OAG protects and serves the citizens of the District of Columbia by providing legal representation of the highest quality to District agencies, officers and employees.

OAG serves as the District of Columbia government's law firm, including: tort, contract, civil rights, equity and class action cases; appeals of the civil and criminal judgments; child abuse and neglect cases; adult criminal and juvenile delinquency proceedings; antifraud, antitrust and consumer protection matters; civil enforcement of regulations; neighborhood and victim services; child support enforcement; government ethics issues; personnel and administrative proceedings; domestic violence and mental health matters; real estate and procurement transactions reviews; economic development and revenue bond financing; land use, and public works and utilities matters.

G. Network for Victim Recovery of DC (NVRDC)

NVRDC empowers victims of all crimes to achieve survivor defined justice through a collaborative continuum of advocacy, case management and legal services. NVRDC provides free, holistic, and comprehensive case management and legal services to victims of all types of crime regardless of income. We believe that victims deserve respect for their dignity in the aftermath of a crime. NVRDC seeks to empower crime victims in our nation's capital by meeting them where they are and, in doing so, provide vital services in order to achieve justice and encourage self-determination.

H. District of Columbia Forensic Nurse Examiners (DCFNE)

DCFNE provides clinical and financial administration as well as forensic nurses 24/7 for the DC Sexual Assault Nurse Examiner Program and the DC Intimate Partner Violence Program. They are funded largely by the Executive Office of the Mayor, Office of Victim Services.

They seek to lessen the impact of violence in the District of Columbia by performing trauma-informed medical forensic examinations; providing high quality evidence collection; and promoting knowledge and understanding among medical providers and the community about medical forensic care.

Their vision is that every individual is empowered to take control of their health and wellbeing in the aftermath of violence.

I. District of Columbia Housing Authority (DCHA)

DCHA provides quality affordable housing to extremely low- through moderate-income households, fosters sustainable communities, and cultivates opportunities for residents to improve their lives. Their strategic goals are to: create opportunities, through collaboration and partnerships, to improve the quality of life for DCHA residents; increase access to quality affordable housing; provide livable housing to support healthy and sustainable communities; foster a collaborative work environment that is outcome driven and meets highest expectations of the affordable housing industry; and effectively communicate DCHA's accomplishments and advocate for its mission.

J. Department of Behavioral Health (DBH)

The DC Department of Behavioral Health's Mobile Crisis Services Unit is part of it Comprehensive Emergency Psychiatric Program Mobile Crisis Services and is staffed by a multidisciplinary team of mental health workers including: peer counselors, mental health counselors, mental health specialists, addiction treatment specialists, social workers, and psychiatrists. The staff is available from 9am-1am, seven days a week to respond to adults throughout the District who are experiencing a psychiatric crisis and are unable or unwilling to travel to receive mental health services, to be available to address the concerns of the individual in crisis, family members, concerned citizens, mental health providers, and other referring agencies and to offer a range of services including but not limited to onsite crisis intervention and stabilization, assessment for voluntary and involuntary hospitalization, and linkage to other services such as ongoing mental health care, crisis beds, substance abuse detoxification and treatment, and medical care.

K. District of Columbia Public Schools (DCPS)

DCPS seeks to provide a world-class education that prepares all enrolled students, regardless of background or circumstance, for success in college, career and life. To further this mission, DCPS has set specific goals, including improving student achievement rates, increasing the four-year graduation rate, improving student satisfaction; and increasing enrollment. DCPS is also responsible for safeguarding the privacy of student education records according to the requirements set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

L. Up to 3 additional community members as voted upon by the Parties.

V. PROTOCOL AND PARTY ROLES

A. Protocol

1. Access, Assessment, and Service

As outlined in the 2012 Lethality Assessment Project MOU, the parties will work together through the existing domestic violence response mechanisms to ensure that all victims of intimate partner violence currently in crisis are connected to a community-based advocate through DC SAFE's 24/7 Response Line. When reasonably possible, this will be accomplished by a referral from one of the parties to DC SAFE with the victim present, or victim information readily available, by phone.

DC SAFE will provide immediate crisis services, resource-mapping, safety-planning, advocacy, and other tangible needs as appropriate to all victims of IPV. DC SAFE will also screen all consenting victims of intimate partner violence for risk using the Lethality Assessment Tool developed for the project, and further assess needs of these victims if screened as high risk.

Alerts will be sent out for all victims who consent to a release of information to designated operational points of contact at each Party, on a 24/7 basis. All Parties will designate a point of contact and update DC SAFE regularly on changes to the point of

contact. Points of contact must be operational leaders who can respond knowledgeably and provide direct linkage to the relevant Party resource or information for that victim. All alerts will include the victim's personal and contact information, risk score, incident description, stated needs, and other information as needed. All parties agree to provide a response to the Alert, providing, when possible, confirmation of an attempt to contact the victim and a brief plan of action.

LAP Alert protocol is established in detail in Appendix A of this Agreement.

2. Coordinated Case Review

In an effort to meet the goals laid out in this MOA, the Parties to the MOA will participate in a periodic coordinated case review through a standing working group, using the nationally recognized High Risk Team model¹. The intent of the case review will be to evaluate the impact and effectiveness of interventions for high risk IPV cases, to identify gaps or unmet needs, with a particular focus on ways to overcome major barriers to safety in difficult or high-frequency victimizations. The case review team will focus on IPV and LAP cases, but cases outside this structure may be examined if exemplary, useful, or critical to victim safety or system function. If the case is ongoing and solutions are identified for that particular victim, these instructions will be communicated to the relevant parties within 24 hours to DC SAFE's LAP team, who will follow-up on all action items. However, the purpose of the case review is not to staff and intervene in individual cases as this intervention is occurring within the LAP Alert Protocol.

Coordinated case review will be attended by at least one member of each party to this MOA who has knowledge and authority on their Party's policies and procedures. Each Party, rather than each representative, will have one vote in matters before the team. The team may also nominate, for vote by a majority of the team, other community members with particular expertise to attend any case review.

The DV System Review Team meetings, to include coordinated case reviews, will be held bi-monthly, and the team will collaboratively develop standing criteria for the selection of cases, determination of recommendations for policy and protocol improvements, and the method of communication about those recommendations. Cases will be reviewed so that each Party can obtain broader information and make individual determinations on the timeliness of response to crisis, completeness of victim or alleged perpetrator-generated information, interagency communication, needs met or unmet, services rendered, and any known outcomes. The team will work to build consensus on additional steps needed to improve the victim's safety, and identify and record lessons learned. Each Party will be responsible for determining and executing necessary updates to their safety plan with individual victims where necessary, or incorporating any changes they deem necessary to their internal procedures for victim services.

The coordinated case review will maintain respect for victim confidentiality and safety, and information will only be exchanged in accordance with applicable law, generally via a valid release form duly signed by the victim.

Case review will be coordinated by a DV System Review Coordinator, who will docket cases to be reviewed, work with Party representatives to create case summaries, record discussion and action items, and lessons learned for the group, and disseminate these to the whole team. The DV System Review Coordinator will be DC SAFE at the execution

¹ See Jeanne Geiger Crisis Center, www.jeannegeigercrisiscenter.org; and see Nicky Stanley and Cathy Humphreys, Multi-agency risk assessment and management for children and families experiencing domestic violence, Children and Youth Services Review, Volume 47, Part 1, December 2014, pages 78-85.

of this MOA. The DVSR Coordinator may change by written notice to all parties to the MOA.

The DVRS Coordinator will maintain the e-mail list for points of contact provided at Appendix C, and will provide updates to the entire e-mail list of new contact information for any contact on the list within 48 hours of being provided the new contact information.

If internally feasible and in accordance with each Party's rules and procedures, Parties will work toward identifying any aggregate or bulk data that they may share with the group on a regular basis, and which may prove helpful in pursuing the goals of the HRDVI, including, but not limited to, scope and trends in victimization, victim needs, contact with victims, types of victimizations, points of access to service, arrest information, warrant information, charging decisions, disposition of legal cases, and supervision information on alleged perpetrators.

The case review protocol is detailed in Appendix B to this Agreement.

B. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

As grant administrator, Office of Victim Services will be in charge of fiscal and administrative responsibilities, project oversight, and programmatic reporting.

1. Survivors and Advocates for Empowerment

SAFE agrees to provide a dedicated Advocate for purposes of case management and advocacy in high lethality cases; to act as the facilitator of the information sharing process; and to coordinate services from various Parties collaborating in this process. In addition, SAFE agrees to add necessary Parties and services to the collaborative dictated by the needs of high lethality victims. To that end, SAFE, Inc. agrees to provide:

- 24-hour access to advocacy services on SAFE's Response Line for any domestic violence or stalking victim referred by the Metropolitan Police Department, the US Attorney's Office, Child and Family Services Agency, or any other collaborating Party in the manner identified respectively for those Parties;
- screening of every referred victim using the lethality assessment tool;
- housing placement when emergency shelter is required, in collaboration with the Crime Victims' Compensation Program;
- transportation for callers who require immediate crisis intervention services to place them in a safe shelter location and to transfer them to longer-term services.
- assistance filing an Emergency Temporary Protection Order outside of normal business hours if required and appropriate;
- legal information and appointment of a Lethality Assessment Project Advocate to coordinate services to victims who score high on the lethality assessment.
- information sharing with project partners to facilitate enhanced service provision as allowed by local and federal laws;
- frequent communication and process review as needed and SAFE shall schedule meetings at least quarterly to ensure the process is working properly; and
- engagement in joint outreach efforts to ensure that party partners and the public are aware of services available. This may include jointly produced written information.

SAFE agrees to participate in regular cross trainings with other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

SAFE agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

2. Child and Family Services Agency

CFSA agrees to collaborate with this project in accordance with both the Lethality Assessment Project and any individual MOA entered into with SAFE allowing social workers to utilize the SAFE Response line. CFSA agrees to expand training opportunities about this project and process to its personnel to include Child Protective Services workers and hotline call takers.

CFSA agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

CFSA agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

3. Metropolitan Police Department

MPD agrees to provide access to and expansion of the LAP, including enhanced training for personnel in the identified Public Safety Areas (PSAs) where the LAP has been implemented; to ensure compliance with the screening protocol; to coordinate with SAFE, Inc. to provide increased outreach in those PSAs; to review data with SAFE, Inc. regarding the calls for service in the PSAs; and to help devise plans for addressing identified cases.

MPD agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

MPD agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

4. DC Superior Court

DCSC agrees to provide DC SAFE with an opportunity to educate DCSC judges and employees about Lethality Assessments and the project. DCSC agrees to allow employees of the Domestic Violence Unit and Crime Victim's Compensation Program to participate in regular cross trainings with DC SAFE staff and, if needed or requested, other parties to the Agreement, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

DCSC agrees to allow a representative from the Crime Victim's Compensation Program to participate, to the extent permitted by applicable law, in the Case Review Protocol as described in Appendix B to this Agreement.

DCSC agrees to provide aggregate data from the Domestic Violence Unit when applicable to the HRDVT's mission.

DCSC also agrees to allow the Domestic Violence Unit to provide general information about case processing. DCSC agrees to provide case dockets and associated document images if the dockets and images are not sealed or otherwise confidential.

5. Office of the Attorney General

OAG agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including training as requested.

OAG agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

6. Network for Victim Recovery of DC

NVRDC agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

NVRDC agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

7. District of Columbia Forensic Nurse Examiner

DCFNE agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

DCFNE agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

8. District of Columbia Housing Authority

To the extent permitted by the federal Privacy Act, the Violence Against Women Act ("VAWA") and its implementing regulations, and other applicable law, DCHA agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

To the extent permitted by the federal Privacy Act, VAWA and its implementing regulations, and other applicable law, DCHA agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

9. Department of Behavioral Health

DBH agrees to continue to collaborate with Party partners about high lethality cases and provide both long-term and emergency psychiatric care as needed to victims, as well as cross-training for its mobile crisis unit staff regarding domestic violence and for SAFE staff regarding mental illness and available services through DBH. Per the separate MOU with SAFE, DBH's mobile unit may also refer victims of domestic violence encountered first by them to the SAFE Response Line thus initiating lethality screening for those victims and placing them within this project.

DBH agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

DBH agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement.

10. District of Columbia Public Schools

DCPS agrees to participate in regular cross trainings with DC SAFE staff, and other parties to the Agreement as needed or requested, on the protocols of the Agreement, and other procedures and practices related to ensuring access to services by victims of domestic and intimate partner violence, including at least one annual training.

DCPS agrees to participate in the Alert Protocol and the Case Review Protocol as described in Appendices A and B to this Agreement. All sharing of personally identifiable information (PII) from education records will be shared according to the requirements set forth in FERPA. For the sharing of PII from education records under the protocol described in Appendix A, the DCPS official responsible for sharing such information must ensure parental or adult student consent has been provided or an exception to the consent rule can be identified, such as where an emergency situation exists under 34 CFR §§ 99.31(a)(10) and 99.36. For the sharing of PII from education records under the protocol described in Appendix B, the DCPS official responsible for sharing such information must ensure parental or adult student consent has been provided according to the requirements in 34 CFR § 99.30 and 5-E DCMR § 2605.

11. Up to 3 additional community members as voted upon by the Parties

VI. ADMINISTRATIVE PROVISIONS

A. Anti-Deficiency

Act

Nothing contained in this MOA shall be construed to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Federal Anti-Deficiency Act, 31 U.S.C. §1341 (federal and DC Parties); and the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001) (DC Parties only), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

Notwithstanding anything in this MOA to the contrary, DCHA’s legal liability for the payment of any amounts due under this MOA (i) shall not arise or obtain in advance of the lawful availability of duly authorized and appropriated funds for the applicable fiscal year as approved by Congress and (ii) shall be limited to eligible non-public housing assets (assets not subject to any Declaration of Trust and not acquired or merged with assets acquired with public housing funding under the United States Housing Act of 1937).

B. Controlling Regulations and Laws

Each Party understands that the provisions of this MOA are subject to the laws of the United States and the District of Columbia. The Parties shall comply with all applicable laws, regulations, and rules, whether in force at the time of the execution of this MOU or subsequently enacted or promulgated during the period this MOA is in effect, including but not limited to federal and D.C. laws governing the disclosure of drug/alcohol treatment records, mental health treatment, and other sensitive and personally identifiable information. Nothing in this MOA shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of their respective property in accordance with authorities that govern such matters.

C. No Rights Created

This MOA does not and shall not be construed to create any rights, substantive, or procedural, enforceable at law by any person in any matter, civil or criminal.

D. 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.

E. Existing Obligations Not Affected

This MOA is not a substitute for any statutory, regulatory or policy obligation a Party may have. Any such obligations a Party may have are still binding on that Party.

F. Notice of Claims

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

G. Insurance/Liability/Indemnification

Each Party is responsible for its own conduct under this MOA, and retains all rights, benefits, privileges, defenses, including immunities, available under applicable federal and the District of Columbia law. No Party, except the non-government parties, including DC SAFE, NVRDC, DCFNE, agrees to insure, defend, or indemnify any other. The non-government parties, including DC SAFE, NVRDC, DCFNE, will indemnify, and will hold harmless the other Parties, for the intentional and negligent acts of its employees.

SAFE maintains sufficient malpractice and accidental injury/death insurance coverage for its employees, as applicable by law.

Government agencies are self-insured and are governed by Anti-Deficiency laws noted above in section VI.A.

DCHA maintains insurance coverage and is governed by Anti-Deficiency laws as described in section VI.A.

No Party intends by virtue of this agreement to bestow any powers of agency upon another Party. All Parties hereby agree that neither it, nor any of its employees, respectively, will act as an agent or employee for the other, in any capacity, to include explicit, implicit or apparent authority.

Each Party shall bear the cost of its obligations under the terms of this MOA. No funds are to be exchanged between parties in furtherance of this MOA.

H. Confidential Information

The Parties to this MOA will use, restrict, safeguard, and dispose of all information related to services provided by this MOA, in accordance with all applicable federal and District of Columbia statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with this MOA shall remain the property of the Party with which the information originates.

All data gathered from this project regarding victims shall be maintained as confidential information according to the policies, laws and regulations of the participating Parties respectively, except as required by law.

The Parties shall not disclose a victim's identity and/or specifics about the victim's circumstances without the written consent of the victim, unless required by local or federal law.

A victim must sign a release of information prior to the exchange of information regarding the victim with anyone outside of this agreement except where allowed by the policies of individual Parties. The Release of Information Form shall be time limited as required by VAWA.

Copies of the original, signed "Release of Information Forms" shall be kept at the SAFE offices and are available for review by any signatory Party to this MOA.

Party representatives will sign a "Case Review Confidentiality Form" at the beginning of each meeting, which will then be collected by the DVSR Coordinator and kept at the SAFE offices.

Absent a signed release or other circumstance that complies with the D.C. Mental Health Information Act, D.C. Official Code Section 7-1201.01, et seq, no protected health information shall be disclosed by the Department of Behavioral Health pursuant to this MOA and its attached Appendices.

Absent a signed release or other circumstance that complies with the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936 (1996)) and its implementing regulations (45 C.F.R. Parts 160 and 164) (HIPAA) no protected health information shall be disclosed by Child and Family Services Agency pursuant to this MOA and its attached Appendices[PMK1].

I. Publicity and Media

Publicity releases and/ or media interviews in connection with the activities credited to this MOA shall not be undertaken by any Party without prior review and consent by the other Parties' designated official(s) responsible for public/media affairs.

J. Effective Date

This MOA is effective upon signing by the last Party and shall remain in effect thereafter unless modified or terminated.

K. Modification and Termination

This MOA may be modified at any time by written consent of all Parties, and may be terminated by any Party upon 60 days advance written notice by the terminating Party to the remaining Parties. Additionally, all Parties agree to provide reasons for termination and agree to meet during the interim period for the purpose of renegotiation or modification of the MOA.

L. Full Agreement and Merger

The terms and conditions of this MOA constitute the full and complete agreement among 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 the provision in a signed writing.

M. 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.

N. Counterparts

This MOA may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

O. Notices

The individuals listed in Appendix C are the points of contact for each Party with respect to general communications regarding the implementation of the MOA, but are not considered to meet the requirements of notice under this MOA. All general communications related to this MOA shall be sent by the most expeditious means available, including but not limited to e-mail, or facsimile and shall be deemed delivered when received by the other Party.

Any notice required pursuant to this MOA 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 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 U.S. 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 addresses included at Appendix D.

P. Effective Administration and Execution of This MOA

Effective execution of this MOA can be achieved only through continuing communication and dialogue between the parties. It is the intent of the parties that they will directly communicate for the resolution of questions, misunderstandings or complaints that may arise that are not specifically addressed in this MOA.

Each party represents that the individual signing this MOA has the authority to enter this agreement on behalf of her/his organization. The signature represents complete understanding of this MOA and of approval of its terms and conditions.

Q. General

General communication under this MOA does not limit or modify existing agreements, formal or informal, between the parties. This MOA provides guidance and documents an agreement for collaboration between the parties.

In entering into this agreement, parties agree to the following guidelines in provision of services: The terms of this memorandum of understanding will become effective from the date of signature.

The rights of all victims will be respected without regard to race, color, religion, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as the victim of an Intrafamily Offense, or place of residence or business.

Continuation of this program is contingent on the availability of resources and funding.

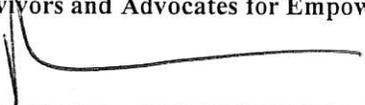
VII. Signatures

Michelle M. Garcia, Director
Office of Victim Services and Justice Grants

Date

Natalia Marlow-Otero, Executive Director
Survivors and Advocates for Empowerment

Date


Brenda Donald, Director
Child and Family Services Agency

on behalf
of BS

8/8/18
Date

Peter Newsham, Chief of Police
Metropolitan Police Department

Date


Anne B. Wicks, Executive Officer
District of Columbia Courts

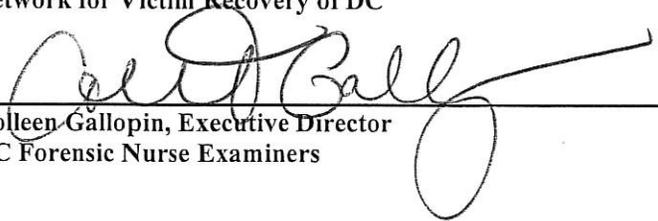
5/11/18
Date

Karl A. Racine, Attorney General
Office of the Attorney General for the District of Columbia

Date

Nikki Charles, Co-Executive Director
Network for Victim Recovery of DC

Date


Colleen Gallopin, Executive Director
DC Forensic Nurse Examiners

8/10/18
Date

Tyrone Garrett, Executive Director
District of Columbia Housing Authority

Date

Tanya A. Royster, MD

Date

Department of Behavioral Health



10/12/18

Amanda Alexander, Interim Chancellor

Date

District of Columbia Public Schools

APPENDIX A
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

Lethality Assessment Project Alert Protocol

I. COVERAGE

This protocol describes the intended process for coordinated information sharing and response related to victims of intimate partner violence assessed as at elevated risk, or “High Lethality,” through the District of Columbia Lethality Assessment Project (LAP). The protocol covers the relevant programs and staff at all Parties and departments agreeing to the MOA, as directed by each Party’s leadership, and subject to the each Party’s rules and procedures.

II. BACKGROUND

The Lethality Assessment Project is intended to provide enhanced and expedited services and coordinated responses for victims of domestic violence who are assessed at high risk for serious injury or homicide, and was adopted by the 2009 High Risk Domestic Violence Initiative signed by the DC City Administrator. Relevant staff at Parties under this protocol will work with victims identified by the LAP who have needs that can be met under existing services and requirements, concurrently receive services from such Parties, and have the legal right to receive services or in other situations at the discretion of Party leadership.

Members of the LAP can improve immediate victim safety and long-term victim stability by providing information, communication, and resources to ensure those victims’ immediate needs are met, and/or alleged perpetrators are held accountable when violence is reported.

III. PROTOCOL FOR ALERTS

A. Identification

1. DC SAFE, as the crisis intervention agency and primary domestic violence victim advocacy organization, will screen domestic violence victims for risk of victimization using the Lethality Assessment instrument developed in conjunction with Danger Assessment researchers.
2. If the victim is assessed to be at high risk for serious injury or homicide, and the victim authorizes a release of information, and discloses needs relevant to other Parties involved in the LAP, DC SAFE LAP staff will send a “LAP Alert” to the points of contact for the Project designated by the relevant Parties for whom a Release of Information has been granted by the victim. The LAP Alert will include identification information of the victim, the alleged perpetrator, and a brief summary of the incident, and actions requested by the Parties involved in the Project and when possible, additional information, including police report numbers, file numbers, court case numbers, incident locations, etc.

APPENDIX A
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

3. The points of contact for the Parties involved in the Project shall respond via e-mail within a maximum of two (2) business days from the date of the Alert, with an acknowledgement of receipt of the Alert and a summary of the action to be taken. When possible, this should include the name and contact information of the caseworker, law enforcement officer, CSO, prosecutor, or other staff member assigned to the case.
4. Both DC SAFE and the Parties involved in the Project shall continue to maintain contact on developments in cases by e-mail, until the victim needs have been met, determined to be unserviceable, or otherwise resolved.
5. In the event that a victim revokes their Release of Information, DC SAFE cannot legally continue to share victim information or represent the victim's communications to other Parties. If a victim revokes their release of information or wishes to cease working with DC SAFE or other Parties, DC SAFE will provide a notice by e-mail within one (1) business day informing the Parties involved in the Project that the request is no longer relevant.

B. Party Staff Responsibilities

The LAP alert represents a risk of high lethality. Therefore, immediate attention and intervention is needed. If an assigned staff member needs assistance with a LAP case at any point during the process he or she shall reach out to their supervisor or department or Party leadership.

1. The POC assigned by the Party involved in the LAP will acknowledge receipt of the Alert and respond to the same e-mail chain with the requested information or plan of action within two (2) business days of the e-mail. If the Party is unable to assist he or she shall respond with an explanation within two (2) business days of the e-mail.
2. The POC assigned by the Party will reach out to the DC SAFE advocate assigned to the victim to discuss the safety plan for the victim, including whether or not or how statements disclosed by the victim may be discussed with alleged perpetrators and how actions by Party staff may impact victim safety.
3. The point of contact or staff member assigned by the Party will work to implement the agreed upon safety plan with the victim, while following any additional steps required by internal Party rules and procedures.
4. The POC assigned by the Party shall maintain open and timely communication with the DC SAFE advocate regarding the LAP case from receipt of the LAP alert to case closure. LAP case closure may be initiated by the DC SAFE advocate if the victim is no longer enrolled in the DC SAFE program and/or by the Party if Party services are no longer relevant.

APPENDIX A
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

C. Ongoing LAP Activities

1. Party staff may obtain information on a LAP case at any time by e-mailing DC SAFE at LAP@dcsafe.org and referencing the LAP Alert. When permitted by a documented Release of Information, DC SAFE will attempt to share the requested information with the Party. In the event that there is no release of information, DC SAFE may attempt to obtain one, but cannot disclose anything further until the release is obtained.
2. DC SAFE and Parties will endeavor to participate in at least annual cross training to ensure knowledge of services and this protocol.
3. Parties will participate in a bi-monthly High Risk Domestic Violence Initiative (HRDVI) meeting to conduct a case review of certain High Risk cases elevated by Parties involved in the LAP, to evaluate performance of the protocol, effectiveness of interventions, gaps in services, trends in victimization, and problem solve.

APPENDIX B
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

High Risk Domestic Violence Initiative Case Review Protocol

I. COVERAGE

This protocol describes the intended process for a High Risk Team, an interagency working group with coordinated information sharing and collaborative review of intimate partner violence (IPV) cases that reflect a high level of risk to victim life and safety or difficulty in achieving an effective resolution. The protocol covers the relevant programs and staff at all Parties and departments agreeing to the Memorandum of Agreement (MOA), as directed by each Party's leadership, and subject to each Party's rules and procedures.

II. BACKGROUND

The High Risk Domestic Violence Initiative (HRDVI) is a case review working group implemented on the model of a High Risk Team, as an extension of existing risk-based responses to domestic violence in the District of Columbia, particularly the Lethality Assessment Project (LAP). The HRDVI was originally envisioned as part of the risk-based approach in 2009, instituted by the DC City Administrator. The HRDVI is currently coordinated by DC SAFE under the Mayor's Office of Victim Services and Justice Grants (OVSJG).

The HRDVI includes representatives from the Parties to this MOA. These representatives will meet bi-monthly and conduct a collaborative case review to evaluate performance of the LAP protocol, effectiveness of interventions by the LAP as well as the HRDVI where relevant, gaps in services, trends in victimization, and problem solve around specific case-level barriers as well as systemic issues.

III. PROTOCOL FOR CASE REVIEW

A. Identification

1. Each Party will designate a primary and a back-up Party representative to the HRDVI and inform the HRDVI Coordinator of their selections. The primary attendee should be someone from the executive or senior management level, with a secondary back-up from operational or team/branch level management. OVSJG will send a summary of each bi-monthly meeting to the City Administrator with the attendance roster of who participated, both of which will be provided by the HRDVI Coordinator. In the event that neither the primary nor the back-up Party representative can attend the meeting, the primary will inform the HRDVI Coordinator prior to the meeting and will send a temporary replacement.
2. Prior to each meeting of the HRDVI, the HRDVI Coordinator, a DC SAFE staffer funded by OVSJG, will contact representatives of each Party and solicit recommendations for cases for review. Each representative may recommend at least one and no more than two cases for review per meeting.

APPENDIX B
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

3. Cases should be nominated by Party representatives on the basis of the representatives determination on (a) documented risk factors through LAP assessment score, (b) frequency of Party contact with the victim, (c) special attention to attempted homicides, (d) other factors that illustrate risk or barriers to effective intervention.
4. The HRDVI Coordinator will request, along with nominations, additional information on the case from the party, as determined by the HRDVI needs and will prepare a case summary. Party representatives will share relevant information from their Party about each case in accordance with their confidentiality policies. If there are restrictions on sharing information about a particular case, Party representatives will inform the HRDVI Coordinator.
5. Cases will be reviewed in a group setting through a facilitated discussion and a structured case file. Discussion will pay special attention to how victims accessed the system, what responses were initiated, what needs were disclosed, what needs were met, what needs were unmet, what major impediments prevented or challenged a safety plan, what interagency coordination and communication occurred, what trends the case reflects, and what additional actions need to be taken to ensure a safe outcome. In the event that not all nominated cases are reviewed due to time constraints, the HRDVI Coordinator will disseminate the case summaries to all representatives and request special attention to any ongoing interventions. The HRDVI Coordinator will also ensure that the agenda for the next HRDVI meeting includes a check-in on previous cases that were not reviewed.
6. Cases that required HRDVI-level intervention between case review meetings will be reviewed at the HRDVI meeting to ensure the emergency process is working well and to recommend changes as needed.
7. In the event that victim-disclosed information is part of the discussion, the HRDVI Coordinator and DC SAFE will ensure only representatives of Parties for whom there is a documented Release of Information participate in that portion of the review.
8. Party representatives will be responsible for recording, disseminating, and implementing any follow-up actions or interventions identified for current cases during the review.

B. Other Provisions

1. Party staff may obtain information on a LAP case at any time by e-mailing DC SAFE at LAP@dcsafe.org and referencing the LAP Alert. When permitted by a

APPENDIX B
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

documented Release of Information, DC SAFE will attempt to share the requested information with the Party. In the event that there is no release of information, DC SAFE may attempt to obtain one, but cannot disclose anything further until the release is obtained.

2. DC SAFE and Parties will endeavor to participate in at least one annual cross training to ensure knowledge of services and this protocol.
3. Parties will support the HRDVI case review as fully as possible, including, when permissible and feasible under Party rules and procedures, the sharing of bulk records and data related to victim access to services and victim outcomes.
4. Nothing in the case summaries, review notes, e-mail communications, or information exchange shall be considered publicly releasable, except as required by law, and all efforts should be made to preserve victim confidentiality.

APPENDIX C
To the Memorandum of Agreement
On the District of Columbia Lethality Assessment Project

Points of Contact

The individuals named below shall serve as the points of contact for their respective Parties for all correspondence pertaining to this MOA. Should a party wish to change their representative, they are to inform the HRDVI Coordinator.

Child and Family Services Agency	Phoebe May
Court Services and Offender Supervision Agency	Valerie Collins
Department of Behavioral Health	Jonathan Ward
DC Survivors and Advocates for Empowerment	Audrey Eisemann
District of Columbia Forensic Nurse Examiners	Colleen Gallopin
District of Columbia Housing Authority	Catrina Jones
District of Columbia Public Schools	Milo Howard
District of Columbia Superior Court	William Agosto
Department of Human Services	Dena Hassan
Metropolitan Police Department	Angela Cousins
Network for Victim Recovery of the District of Columbia	Nikki Charles
Office of the Attorney General for the District of Columbia	Janese Bechtol
Office of Victim Services and Justice Grants	Toni Zollicoffer
Pretrial Services Agency	Cynthia Cummings

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE CHIEF FINANCIAL OFFICER
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of the Chief Financial Officer (“OCFO”) and the District of Columbia Public Schools (DCPS), collectively referred to herein as the “Parties.”

II. PROGRAM GOALS AND OBJECTIVES

The Omnibus Appropriations Act, 2009 (H.R. 1105, Pub.L. 111–8) requires that attorneys who provide legal services in special education cases brought under the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), certify their services in writing and disclose potential conflicts of interest, as a condition of receiving payment for their services from the District of Columbia. In order for these IDEA attorney fee payments to be processed, and pursuant to D.C. Code § 1-204.24d(28), the OCFO shall: (A) obtain written certification that the attorney or his/her representative rendered any and all services for which the attorney will receive payment, including attorneys’ fees awards received under a settlement agreement, or as part of an administrative proceeding, from the District of Columbia; (B) require attorneys to disclose any conflicts of interest; and (C) prepare and submit quarterly reports to the Committees on Appropriations of the House of Representatives and Senate on the certification of and the amount paid by the government of the District of Columbia, including the District of Columbia Public Schools, to such attorneys. The purpose of this MOU is to delineate the duties and responsibilities of the Parties as it relates to the recordkeeping of IDEA attorney fee payments for special education services.

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 hereby agree to the following:

A. RESPONSIBILITIES OF DISTRICT OF COLUMBIA PUBLIC SCHOOLS, OFFICE OF GENERAL COUNSEL (DCPS/OGC)

DCPS/OGC’s responsibilities include:

1. DCPS/OGC will collect the executed “Certification of Fees and Conflict of Interest Disclosure Form,” which includes the written certifications of services and conflict of interest disclosures, as described in Section II(A) and (B), from

attorneys who invoice DC Public Schools for IDEA attorney fee payments pursuant to the D.C. Code § 1-204.24d(28).

2. DCPS/OGC will ensure that all documents, collectively referred to as the "Attorney Fee Packet," received from attorneys in support of their invoice for IDEA attorney fee payments, includes:
 - a. Application for Payment of Attorney Fees and Costs Cover Sheet/Form;
 - b. Executed Certification of Fees and Conflict of Interest Disclosure Form;
 - c. Itemized Invoice or Attorney Fee Worksheet;
 - d. Receipt(s) for Out-of-Pocket Costs and Expenses;
 - e. Executed Settlement Agreement (SA) or Hearing Officer Decision (HOD);
 - f. Any additional documentation necessary to support invoice;
3. DCPS/OGC will ensure that every executed settlement agreement received from the District of Columbia Office of the Attorney General for payment of IDEA attorney fee payments contains an executed Certification of Fees and Conflict of Interest Disclosure form pursuant to the D.C. Code § 1-204.24d(28).
4. DCPS/OGC will retain copies of all Attorney Fee Packets submitted to the OCFO for processing and payment.
5. DCPS/OGC will provide to attorneys, who invoice DC Public Schools for IDEA attorney fee payments, an annual notice pursuant to D.C. Code § 1-204.24d(28), describing the District of Columbia's obligation to secure, as a condition of payment, the Certification of Fees and Conflict of Interest Disclosure Form.

B. RESPONSIBILITIES OF THE OFFICE OF THE CHIEF FINANCIAL OFFICER (OCFO)

OCFO's responsibilities include:

1. OCFO shall develop a streamlined process for the processing of IDEA attorney fee payments to include:
 - a. Confirm that the Attorney Fee Packet submitted by DCPS/OGC includes an executed Certification of Fees and Conflict of Interest Disclosure Form;
 - b. Process the Attorney Fee Packet for payment;
 - c. Monitor, review and reconcile payments made pursuant to this MOU; and
 - d. Submit quarterly reports to Congress of IDEA attorneys fee payments and authorized pursuant to this MOU.
2. OCFO shall create a checklist of required documents to be used when reviewing the Attorney Fee Packets to process IDEA attorney fee payments:
 - a. Attorney-submitted Itemized Invoice for Services or Attorney Fee Worksheet;
 - b. Executed Certification of Fees and Conflict of Interest Form;
 - c. Settlement agreement or Hearing Officer Decision (HOD);
3. OCFO shall perform a reconciliation of all special education attorney

payments from October 1, 2016 to June 30, 2017 (FY 17).

4. OCFO shall obtain from DCPS/OGC a list of individuals authorized to certify and approve IDEA attorney fee payments and copies of their signatures.
5. OCFO shall review expenditure details on a monthly basis to ensure that only attorney payments are made.
6. OCFO shall complete the compilation and review of the reports to Congress by the 20th of the month following the end of the calendar quarter and transmit it to the OCFO Office of General Counsel requesting approval, review and submission to Congress no later than the 30th day of the month.

IV. DURATION OF MOU

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.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

There are no costs associated with this MOU.

VII. COMPLIANCE AND MONITORING

DCPS/OCFO will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DCPS/OCFO shall maintain records and receipts for a period of no less than three 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 OCFO and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of OCFO.

XI. NOTICE

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

OFFICE OF THE CHIEF FINANCIAL OFFICER

Munetsi Tim Musara, Controller, Education Cluster
1200 First Street, NW, 11th Floor
Washington, DC 20002

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Scott Barash, General Counsel
Quinne Harris-Lindsey, Deputy General Counsel
1200 First Street, NE
Washington, DC 20002

XII. MODIFICATIONS

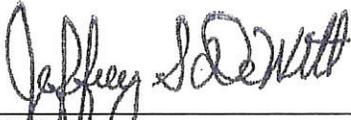
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

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

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

OFFICE OF THE CHIEF FINANCIAL OFFICER:

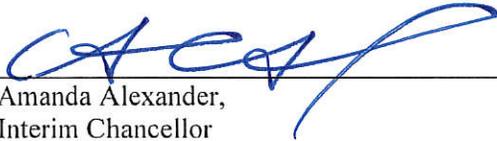


Jeffrey S. DeWitt,
Chief Financial Officer

MAR 20 2018

Date: _____

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:



Amanda Alexander,
Interim Chancellor

Date: 4/2/18

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

ABSTRACT OF CORRESPONDENCE

2015 NOV 30 09:19:25
THE OFFICE OF THE
GENERAL COUNSEL

TO: Kaya Henderson, Chancellor
FROM: Art Fields, Deputy Chief
 Office of Youth Engagement
DATE: November 30, 2015
SUBJECT: MOA for OSSE and DCPS regarding Involuntary Transfer Hearings

1. Summary of Key Points (Brief):

In accordance with 5-E DCMR § 2107.1, a student may not be involuntarily transferred without receiving an opportunity for a hearing before an impartial hearing officer. During the past three years the Office of State Superintendent of Educations (OSSE) provided hearing officers for involuntary transfer appeal hearings upon request from DCPS Office of Youth Engagement using an informal, undocumented arrangement.

This agreement between DCPS and OSSE serves to formalize the process to schedule and conduct hearings, notify parents, document hearing officer recommendations and disposal of non-electronic educational records provided by DCPS to prepare for the hearings.

2. Special Concerns: None

3. Action Required: Approval and signature

4. Contact Person: Faria Sellers- Stafford **Phone:** (202) 939-3524

5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:

_____ Kaya Henderson _____ Date

CLEARANCE:

	CLEARED BY Director	CLEARED BY Deputy Chief of OYE	CLEARED BY Chief of Schools	CLEARED BY OGC	CLEARED BY OCOO
SURNAME & DIVISION (TYPED)	Faria Sellers- Stafford	Arthur Fields		S. BARASH	
INITIAL & DATE	<i>FS</i> 12/2	<i>af</i> 12/2	<i>af</i> 12/3/15	<i>SB</i> 12/4/15	

PLEASE SEND A FULLY EXECUTED COPY OF THE DOCUMENT TO OGC

MEMORANDUM OF AGREEMENT
BETWEEN THE
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND THE
DISTRICT OF COLUMBIA PUBLIC SCHOOLS

This Memorandum of Agreement (MOA or Agreement) is entered into by and between the Office of the State Superintendent of Education (OSSE) and the District of Columbia Public Schools (DCPS), (individually referred to as a Party or collectively as the Parties), by their duly authorized representatives in accordance with the terms and conditions set forth herein.

RECITALS

WHEREAS, pursuant to 5-E DCMR § 2107.1, a student may not be involuntarily transferred without receiving an opportunity for a hearing before an impartial hearing officer;

WHEREAS, DCPS seeks to engage OSSE to provide impartial hearing officers for involuntary hearings as set forth below; and

WHEREAS, OSSE has personnel who possess the skill required to adjudicate the proceedings referred to above and described within this MOU.

NOW THEREFORE, the Parties agree to the following obligations, terms and conditions:

A. OSSE DUTIES AND OBLIGATIONS

1. OSSE shall provide hearing officers to preside over involuntary transfer hearings pursuant to 5-E DCMR § 2107.1 and the general requirements for hearings as explained in 5-B DCMR §§ 2506 and 2507. DCPS estimates that up to 10 of such hearings will be conducted per school year.
2. OSSE shall ensure that all parties are afforded applicable due process rights under the law.

3. OSSE and DCPS shall jointly develop forms for use in relation to these matters.
4. OSSE shall develop standard operating procedures for conducting involuntary transfer hearings in coordination with DCPS.
5. All hearings shall be conducted in accordance with OSSE policies and procedures, as well as any applicable law or regulation, including 5-E DCMR § 2107.1 and the general requirements for hearings as explained in 5-B DCMR §§ 2506 and 2507.
6. OSSE will not conduct hearings on days that D.C. Public Schools are closed.
7. OSSE shall contact the requesting parent or adult student to obtain available hearing dates upon receiving notification of a hearing request. OSSE and DCPS shall jointly take all reasonable measures to schedule the hearing within one (1) calendar week of the date of the initial request.
8. OSSE shall be responsible for notifying parents of the scheduled hearing date.
9. The impartial hearing officer shall issue a written recommendation within three (3) in-session school days of the hearing. The written recommendation shall be provided to both DCPS and the parent.
10. At the conclusion of each hearing, OSSE shall return by certified mail all original, non-electronic educational records provided by DCPS in order to assist with the preparation and conduct of the hearing within two (2) in-session school days to the Student Placement Office. In addition, at the conclusion of each hearing, OSSE shall immediately destroy all photocopied and electronic educational records provided by DCPS in order to assist with the preparation and conduct of the hearing.
11. OSSE and DCPS shall jointly schedule trainings for relevant OSSE staff to understand procedures and requirements pertaining to involuntary transfer hearings.

B. DCPS DUTIES AND OBLIGATIONS

1. DCPS may appoint attorneys or other DCPS representatives to represent its position in an involuntary transfer hearing.
2. DCPS shall provide timely written submissions to OSSE including, without limitation, all appropriate documentation describing the conditions leading to the transfer, why involuntary

transfer is justified, and the reasons for selecting the proposed new school for the student. Documentation will include, among other relevant documents, the Notice of Proposed Involuntary Transfer Form and the final recommendation of the Instructional Superintendent.

3. As required by 5-E DCMR § 2107.5, DCPS shall notify parents/guardians/adult students of their right to seek a hearing when an involuntary transfer has been proposed.
4. DCPS will notify OSSE of all involuntary transfer hearing requests within two (2) in-session school days of receipt of the request.
5. DCPS will allow students to remain in their current school pending the completion of an involuntary transfer hearing. However, if the proposed involuntary transfer is due in any part to the student being charged with or otherwise accused of committing a crime, DCPS may carry out the involuntary transfer immediately and prior to the hearing if DCPS determines, in its sole discretion, that maintaining the student's placement in his or her current school may disturb the peace, health, safety or welfare of DCPS students or staff.
6. DCPS shall develop standard operating procedures for conducting involuntary transfer hearings in coordination with OSSE.
7. DCPS shall provide training to OSSE on relevant procedures and requirements pertaining to involuntary transfer hearings.

C. DURATION OF AGREEMENT AND EARLY TERMINATION

1. This Agreement shall take effect as of the last date of signing by both Parties below, and shall continue in effect for five (5) years thereafter. The Parties shall have the option to renew this Agreement for successive five year terms, or any fraction thereof, by jointly signing a statement confirming this intent.
2. This Agreement may be terminated by either Party upon thirty (30) calendar days prior written notice to the other Party, and may be terminated immediately as specified in this Agreement. Moreover, either Party may immediately terminate this MOA in the event that such Party reasonably believes doing so would be in the best interest of the District of Columbia. To be effective, notice of termination under this Agreement shall be in writing and shall be delivered either by mail, by hand-delivery, or by overnight courier to the address of the relevant Party or to any other address later designated in writing by a Party. The current

addresses of the Parties are identified under their representatives' signatures in this Agreement.

3. If this Agreement is terminated or not renewed, OSSE shall cease to accept for adjudication DCPS matters, as described herein, and shall promptly transfer all pending cases and case files to the DCPS General Counsel or a designee.

D. AUDITING AND DOCUMENTATION

1. OSSE shall ensure that all hearing officer notes, and any other records or documents pertaining to hearing officer recommendations issued following an involuntary transfer hearing, are made available to DCPS for inspection upon request for a period of no less than three (3) years after the issuance of the relevant hearing officer recommendation.
2. OSSE shall retain all records and any other documents relevant to this Agreement, for a period of no less than three (3) years after the latest relevant action or event, including the issuance or satisfaction of any administrative, trial or appellate order, or the performance or non-performance of any action required by this Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records shall be maintained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later.
3. Upon receipt of reasonable notice, OSSE shall afford full access and the right to examine and copy any materials relating to this Agreement to DCPS staff and any other person authorized by DCPS, including, but not limited to, federal and local officials who have substantiated in writing a need for such access in the performance of their official duties.
4. OSSE shall cooperate fully with any data collection and evaluation activities carried on by DCPS in connection with services performed under this Agreement.
5. Pursuant to this Agreement, the Parties shall comply with all applicable federal and local laws, regulations, and policies. DCPS shall monitor OSSE's compliance with these requirements and the requirements set forth in this Agreement and any noncompliance shall be grounds for DCPS to terminate this Agreement immediately.

E. GENERAL PROVISIONS

1. This Agreement shall not relieve either DCPS or OSSE of its duty to fulfill any of its existing statutory obligations.
2. This instrument constitutes the entire agreement between the Parties, and all oral or written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
3. The Parties agree that the sole intended beneficiary of this Agreement is the District of Columbia Government, including its agencies and other organizational sub-units. No entity or individual is intended as a third-party beneficiary, and this Agreement creates no rights for such entities or individuals.
4. This Agreement may be executed in multiple counterparts.
5. Both Parties to this Agreement shall use, restrict, safeguard and dispose of information received pursuant to this Agreement, including any information developed through the investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, and policies.
6. OSSE's ability to provide services under this Agreement requires DCPS to share personally identifiable information from education records with OSSE. Such records must be safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA). In accordance with 34 CFR § 99.31(a)(1)(i)(B), OSSE therefore acknowledges that (i) it is considered a "school official" for purposes of sharing education records under this Agreement; (ii) it is under the direct control of DCPS with respect to the use and maintenance of the education records it will have access to under this Agreement; and (iii) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a), OSSE must (a) not disclose any personally identifiable information from education records it may have access to under this Agreement to another party without first obtaining prior consent from the affected parent (or student if the student has reached the age of 18); and (b) ensure that its officers, employees and agents receiving education records under this Agreement only use such records for purposes of providing the

services covered by this Agreement. OSSE agrees that, as soon as is reasonably practical following the final resolution of any involuntary transfer hearing pursuant to the services provided under this MOA, it will return any and all educational records provided by DCPS related to the student for which the hearing was conducted in accordance with the procedures referenced in Section A, Paragraph 10 of this Agreement. OSSE further agrees that it will destroy any and all copies made of any educational records received on behalf of any DCPS student immediately following the final resolution of any involuntary transfer hearing held on behalf of that student.

7. The Parties shall mutually agree upon all changes to this Agreement and reduce them to writing in an amendment executed by the signatories of this Agreement, or their successors. Unless otherwise agreed to by the Parties in writing or stipulated by applicable laws or regulations, no change to this Agreement shall take effect until the amendment has been fully executed.
8. The following individuals are the contact points for each Party under this Agreement:

Dr. Arthur Fields
Deputy Chief, Office of Youth Engagement
District of Columbia Public Schools
1200 First Street, NE
11th Floor
Washington DC 20002

Jamai A. Deuberry
Legal Administrative Specialist
Office of the General Counsel
Office of the State Superintendent of Education
810 First St, NE, 9th Flr.
Washington, DC 20002
(202) 724-7756 / (202) 299-2134 FAX
Alternate fax: (202) 727-2019
jamai.deuberry2@dc.gov

The individuals above are responsible for the management and coordination of the duties and obligations for each respective party under this MOA. Copies of correspondence related to the modification, amendment, extension or termination of this MOA, or any other legal matter pertaining to this MOA, shall be furnished to these individuals with additional copies to

Sarah Jane Forman
Associate Director
Mayor's Office of Legal Counsel (MOLC)
Executive Office of the Mayor
(202) 727-5449 Office
(202) 417-0522 Mobile
Sarahjane.forman@dc.gov

D. Scott Barash
Office of the General Counsel for D.C. Public
1200 First Street, N.E., 10th Floor Schools
Washington, D.C. 20002
(202) 442-5000

IN WITNESS WHEREOF, the signatories to this Agreement represent that they have the authority to bind their respective agencies to this Agreement and hereby execute this Agreement on the dates indicated.

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION

BY: _____ DATE: _____
Hanseul Kang
State Superintendent
Office of the State Superintendent of Education
810 First St NE, 9th floor
Washington, DC 20002

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

BY: _____ DATE: _____
Kaya Henderson
CHANCELLOR
District of Columbia Public Schools
1200 First Street, NE, 12th Floor
Washington, DC 20002

**THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
FACILITIES USE AGREEMENT
UNIVERSITY STUDENT CENTER**

This Facilities Use Agreement (hereinafter "the Agreement") is entered into by and between the University of the District of Columbia (hereinafter "University") and the Contracting Organization identified below (hereinafter "User"), collectively referred to as "the Parties," regarding the use of the University of the District of Columbia Student Center at 4200 Connecticut Ave., NW at the Van Ness Campus (hereinafter "Student Center").

The User is and shall be deemed a separate and distinct entity from the University and not an employee, agent, representative, partner or co-venturer of the University. This Agreement confers use privileges only, and does not create any tenancy or similar right in the User.

Organization: DC Public Schools-Out of School Time Programs
Address: 1200 1st St. NE
City: Washington, DC 20002
Contact Person: Charlotte Wiltse
Phone Number: 585-208-6265
Email: charlotte.wiltse@dc.gov

1. On this July 20th, 2018 permission is hereby granted to **DC Public Schools-Out of School Time Programs** to use and occupy the Student Center solely for the following purpose, and for no other purpose: **Afterschool Staff Training** (hereinafter "Event").

USE DATE(S): Use of the Student Center shall begin and end as detailed below:

DATES:	TIME:	ACTIVITY:
August 7 th , 2018	7:30 a.m. – 8:30a.m.	Setup
August 7 th , 2018	8:30 a.m. - 2:00 p.m.	Event
August 7 th , 2018	2: 00 p.m. – 3:00 p.m.	Removal of Material
August 8 th , 2018	7:30 a.m. – 8:30a.m.	Setup
August 8 th , 2018	8:30 a.m. - 2:00 p.m.	Event
August 8 th , 2018	2: 00 p.m. – 3:00 p.m.	Removal of Material

Date(s) of the Event is /are August 7th & 8th, 2018. Failure to comply with the removal deadline means the User's effects are abandoned, and they may be disposed of by the University. All costs incurred by the University will be invoiced to the User within ten (10) business days of the termination of the Event.

2. **NON-EXCLUSIVE USE:** University limits access and use to the Student Center to the time period and stated purpose of the activity as defined above and subject to additional limits or conditions on use as provided in this Agreement. User will have non-exclusive use of the Student Center and the public restroom facilities during the Event, unless otherwise

specified in this Agreement.

3. **FEE:** User agrees to pay the University of the District of Columbia \$6,135 in the following manner: 40% of payment ("Deposit") at time of signing, and the remaining balance will be due no later than five (5) business days prior to the Event. Payment may be made via credit card or cashier's check. Personal Checks WILL NOT BE ACCEPTED. Failure to pay all relevant fees in accordance with the schedule described herein will result in cancellation of the reservation.
4. **EXECUTION AND RETURN OF CONTRACT:** Dates requested by User are not reserved until the Student Center Director or designee approves the Event and the User returns the signed contract with the Deposit referenced in Paragraph 3. Failure to comply renders the User's reservation of the Student Center void.
5. **CANCELLATION BY USER:** Should the User cancel the Event covered by this contract ten (10) business days before the Event, all fees paid by the User shall be refunded. Should the User cancel the Event within ten (10) business days, no fees paid by the User will be refunded. Notification of cancellation by the User shall only be in writing delivered via electronic mail, fax or hand delivery to the Student Center Director or designee.
6. **CANCELLATION BY UNIVERSITY:** The University reserves the right to cancel the Event if, in the sole opinion of the University, circumstances make the Event or the Agreement for the Event illegal, impossible or inadvisable to hold at the University.

Notification of cancellation by the University can happen at any time and without prior notice. Cancellation shall be in writing delivered by electronic mail, fax or hand delivery to the User. If the University cancels, all fees paid by the User shall be refunded within ten (10) business days of the notice of cancellation. If the Event is underway at the time of cancellation by the University, all fees paid by the User shall be forfeited, and no fees will be refunded.

7. **DEFAULT:** If the User defaults in the performance of any of the terms and conditions of this contract, the Student Center Director or designee, at his (her) discretion may terminate this contract. If the contract is terminated for User's default, any deposit made by the User will be retained by the University as liquidated damages and not as a penalty and the University may pursue such other legal remedies as it may have by law or under this contract. The University's failure to insist upon strict performance or seek redress for violation of any covenant or condition of this Agreement shall not prevent the University from strictly enforcing subsequent performance or seeking redress for a subsequent violation.
8. **DAMAGES:** User acknowledges and agrees that any and all University equipment will be returned in proper condition after the event or replaced at User's expense. User shall be responsible for payment of any and all damages to the building, furnishings, fixtures, or equipment whether caused by the User or User's patrons, employees, representatives or agents, normal wear and tear excluded. Damages will be assessed and the cost of all damages incurred will be invoiced within ten (10) business days of the Event.

9. **COMPLIANCE WITH APPLICABLE LAWS:** User shall comply with all applicable laws, ordinances, rules and regulations of the University, the District of Columbia and the United States, including those applicable to obscenity. User shall obtain, at User's sole expense, all government permits, approvals or concurrences required for the use of the facility.
10. **TOBACCO / CONTROLLED SUBSTANCES OR DRUG PARAPHERNALIA:** Smoking or possessing a lit tobacco product anywhere inside a University building, including the Student Center, is prohibited. Unauthorized use or possession of any controlled substance or drug paraphernalia other than what is duly prescribed by a licensed physician is prohibited on University premises, including the Student Center. User understands and agrees that violation of this provision may be cause for immediate cancellation of the Event, cancellation of this Agreement and closing of the Student Center. If the Event is subject to cancellation pursuant to this provision, all fees paid by the User shall be forfeited, and no fees will be refunded.
11. **CONTROL OF FACILITY:** At all times, the Student Center shall remain under the control of the University. The Student Center shall secure all necessary staffing. The Student Center Director or designee has the authority to permit User (in writing) to supplement staffing with his/her own. The University reserves the right for any designee to enter the Student Center for the purposes of management, safety, or compliance with applicable rules and regulations.
12. **RECORDING:** User agrees that no recording, either visual or audio, of any kind will be made of the Event without prior written approval of the Student Center Director or designee. The University reserves the right to require payment for said privilege.
13. **COPYRIGHT LICENSE:** The securing and payment of any applicable copyright license fee(s) are the responsibility of the User.

User agrees to defend, indemnify, and to hold harmless the University and the Government of the District of Columbia against all claims, demands, costs, and expenses that the University or the Government of the District of Columbia may sustain or incur by reason of any infringement or violation of any copyright or proprietary right resulting from the permission granted herein to the User.

14. **ADVERTISING:** User does not have permission to utilize the university logo, colors, images or the like for publicity, unless the University provides its express written consent through designated staff.
15. **PROMOTIONAL DISPLAYS ON PREMISES:** Promotional or advertising materials may not be posted, distributed or displayed on the premises of the University without the prior written consent of the Student Center Director or designee.
- a. Signage, displays or other materials must not impede pedestrian or vehicular traffic. Signage, displays or other materials must not lead to visual clutter.
 - b. No materials, banners, posters, signs, flags, heralds, tape, pins, tacks, nails, or staples of any kind may be attached to any interior walls or doors of the University

buildings or property without the express written permission of the UDC Student Center.

16. **TECHNICAL REQUIREMENTS:** The Application must include all technical requirements, plans, ideas, and program content about the Event. All equipment brought in by the User must be listed in advance and approved by appropriate University personnel.
17. **SECURITY:** It is expressly agreed and understood that the University of the District of Columbia Police Department is responsible for providing security for the Event. User agrees that the University of the District of Columbia Police Department, in its sole discretion, will determine the extent of security to be provided for the Event. User will be notified if additional security is necessary and agrees to pay for any additional costs associated with such security.
18. **NON-ASSIGNMENT:** User shall not assign or transfer this Agreement or any portion thereof without the express written consent of the University.
19. **INSURANCE:** User, at its sole cost and expense, agrees to secure and maintain the following:
 - Workers' Compensation Insurance providing statutory limits for the District of Columbia with a minimum \$1,000,000 per occurrence.
 - Commercial General Liability Insurance with host liquor liability coverage with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate limit.
 - An insurance policy that states that coverage shall not be canceled or non-renewed by either the user or the insurance carrier, except after thirty (30) day prior written notice by certified mail to the University.
 - An insurance carrier that is rated "A" or better by A.M. Best Company.
 - Insurance will be primary and noncontributory to any insurance maintained by the University.

Mail To:

University of the District of Columbia
Office of Human Resources - Risk Management
4200 Connecticut Ave, NW
Washington, DC 20008

Email To: studentcenterevents@udc.edu

User will submit certificates of insurance to the University no later than five (5) days prior to the event. Failure to provide insurance renders the Event cancelled and subject to the provisions of Paragraph 6.

20. **INDEMNIFICATION:** User shall indemnify and hold harmless the University of the District of Columbia, its trustees, officers, employees and agents from all liabilities,

obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney's fees), of whatever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by User (including User's employees, personal representatives, patrons, spectators, and participants) occurring in connection with or in any way arising out of the use and occupancy permitted in this Agreement. This provision shall survive the termination of the Agreement.

21. **FORCE MAJEURE:** The University shall not be liable for failure to perform if such failure is caused by or is because of acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, weather or any dissimilar cause beyond the control of the University. In such cases, all fees paid to the University for the Event shall be refunded.
22. **ENTIRE AGREEMENT AND SEVERABILITY:** The University and User agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the Parties. The Parties acknowledge that this constitutes the entire agreement and release between the University and the User, superseding any and all prior written and oral agreements. If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.
23. **WAIVERS:** No provision of this Agreement can be waived by any Party unless in writing and signed by a duly authorized representative of the Party. Breach of any provision shall not be deemed to be a waiver of that provision or any other provision hereof.
24. **GOVERNING LAW:** This Agreement, and all issues regarding its interpretation and the Parties' performance under it, shall be construed according to the laws of the District of Columbia, irrespective of its choice of law rules.
25. **BINDING EFFECT:** This Agreement shall benefit and bind the Parties hereto, including their successors, assigns, agents, attorneys and personal representatives.

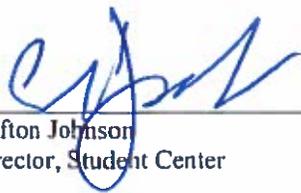
AGREED

By Charlotte Wiltse
Print Name

By Charlotte Wiltse Date 7/20/2018
Signature

UNIVERSITY OF THE DISTRICT OF COLUMBIA

By Nancy Martin Date 7/23/2018
Nancy Martin
Meeting & Events Manager, Student Center

By  Date 7/23/2018
Clifton Johnson
Director, Student Center

Grant Name	Fund	Grantor	Award Amt	Description of Grant
Non Resident No Public - TITLE 1	8400	Anne Arundel County Public Schools	\$7,120.00	Memorandum of Understanding (MOU) between Anne Arundel County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Non Resident No Public - TITLE 1	8400	Calvert County Public Schools	\$2,330.50	Memorandum of Understanding (MOU) between Calvert County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Non Resident No Public - TITLE 1	8400	Charles County Public Schools	\$2,668.56	Memorandum of Understanding (MOU) between Charles County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Non Resident No Public - TITLE 1	8400	Howard County Public Schools	\$3,313.12	Memorandum of Understanding (MOU) between Howard County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Non Resident No Public - TITLE 1	8400	Montgomery County Public Schools	\$10,286.57	Memorandum of Understanding (MOU) between Montgomery County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Non Resident No Public - TITLE 1	8400	Prince Georges County Public Schools	\$213,094.15	Memorandum of Understanding (MOU) between Prince Georges County Public Schools and DCPS for the provision of Title I educational instructional services to certain eligible private school children who meet established eligibility and residency criteria. The MOU describes the services to be provided, the roles and responsibilities of each party, and funding procedures. Per the Every Student Succeeds Act (ESSA), services are to be delivered to students who are DC residents who attend schools in a neighboring jurisdiction
Total Non Resident Non Public Allocation			238,812.90	

Bard High School Early College DC MOA

Memorandum of Agreement
Between
District of Columbia Public Schools
And
Bard College
In Support of the
Early College High School Program

This Memorandum of Agreement (“MOA”) sets forth the responsibilities and expectations of the District of Columbia Public Schools (“DC Public Schools” or “DCPS”) and Bard College in support of the Early College High School Program (the “Program”). The Program will serve students from diverse backgrounds and provide them with the opportunity to earn a Bard College Associate in Arts Degree, worth 60 transferable credits, alongside a High School Diploma, setting students on the path for success in college, career, and life. DC Public Schools and Bard College are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, as part of DCPS’ work to reach the goals in its strategic plan, a Capital Commitment, DC Public Schools plans to work together with Bard College to open an academically rigorous high school program in Ward 7 or Ward 8 of the District of Columbia; and

WHEREAS, the Parties believe in the power of dual high school and college enrollment programs to provide participating students with an advantage towards achieving success on their chosen paths; and

WHEREAS, this MOA is intended to codify the terms of the relationship between the Parties in support of Program activities for a planning period, and in order to ensure the continued development of a high-quality educational program for participating students.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Overview

This MOA pertains to an agreement that supports a planning period between DC Public Schools and Bard College, during which time the Parties will work together to plan for the establishment of the Program in time for the 2019-2020 school year. Upon agreement to the terms and signature of both Parties related to this MOA, the Parties will identify the timelines and collaboration structure for the planning period.

Bard College will be responsible for managing and operating all aspects of the academic program and student experience at the Early College High School Program according to the terms and conditions of a future agreement between Bard College and DCPS. However, DCPS makes no commitment concerning Bard College managing and operating the school until a program operating agreement is entered into between the Parties.

Further, Bard College makes no commitment concerning managing and operating the school, including awarding Bard College credits, until such an agreement is entered into between the Parties.

II. Term, Planning Year Commitment, Activities, and Actions

The effective date of this MOA is December 19, 2018. The term of this MOA shall be six months from the effective date.

During the term of this Agreement, DCPS and Bard College commit to plan and complete all such planning year actions and activities necessary for the successful launch of the Program in School Year 19-20. Some such activities and actions are specified in this MOA, but DCPS and Bard College acknowledge that additional activities, actions, areas, or steps shall be necessary in order to fulfill the provisions in this MOA and in order to successfully launch the Program. During the course of the planning period DCPS and Bard College will develop a comprehensive and detailed school development and opening plan that includes these necessary activities and actions.

III. Academics; College Degree; Curriculum; College Services

Planning related to the Program will ensure the provision of the opportunity for DCPS students to concurrently earn a DCPS high school diploma and a tuition-free Associate in Arts degree from Bard College. The Program will serve students identified through Bard's admissions process, which will be reviewed and approved by DCPS, from all backgrounds across the District, and prepare them to succeed in college, career, and life.

a. *Curriculum*

Bard College has developed a robust four-year curriculum for Bard High School Early Colleges. Bard College will select the Program's curriculum for both high school and college level courses, consistent with DC and federal laws and regulations and subject to the approval of the Chancellor of DC Public Schools. The Program curriculum will meet the District's requirements for a high school diploma and be consistent with the District's high school state standards. It shall include a two-year pre-college sequence in 9th and 10th grades and a college curriculum in place of 11th and 12th grade. To ensure the success of students in the Program, beginning with the student cohort in school year 2019-2020, DC Public Schools and Bard College will work together during the course of the planning period to ensure that all students in the Program will take the necessary courses to satisfy high school diploma requirements. DCPS will work with Bard College to ensure each semester-long college course counts towards one full year of high school credit.

b. *College Degree*

Bard College will award its Associate in Arts degree in Liberal Arts and Sciences to each Program student who satisfactorily completes the requirement for such degree as established by Bard College and the College's Accrediting Association, and as determined by Bard College. The requirements to receive the Bard College Associate in Arts degree include that students must maintain a 2.0 GPA, earn no less than 60 college credits, and fulfill the requisite course requirements. Of the 60 college credits required for the A.A. degree, 45 must be earned in the sequences of classes described below. The remaining credits can be earned in classes chosen from the elective courses offered by the Science, Mathematics, Languages, Literature, Social Science, and Arts departments.

The required courses include:

- All four semesters of the Seminar Sequence at 3 credits each (12 credits);
- Two semesters of laboratory college science at 4 credits each (8 credits);
- Two semesters of college mathematics at 3 credits each (6 credits);
- Two semesters of college foreign language at 4 credits each (8 credits);
- Two semesters of literature and history/social science at 3 credits each (6 credits);
- One semester of music, theater, dance, and/or visual art (3 credits);
- Two semesters of College Experience/Research Workshop at 1 credit each (2 credits).

During the course of the planning period, Bard College and DCPS will work together to define satisfactory completion for the purposes of this section.

c. Credit Transfer

Grades and credits for courses that are determined eligible for dual credit will be reported on both the student's Bard College and official DCPS transcripts. The Parties will ensure that the Program's course of study satisfies all statutory and regulatory requirements to ensure that enrolled students are able to graduate from DCPS with a standard diploma.

d. Special Education and English Learners

The Program is fully committed to serving students with disabilities and English learners who meet the admissions criteria. The Program shall provide services and accommodations to students with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and other applicable laws and regulations concerning the education of students with disabilities.

The Program shall provide services to English Learners in accordance with the federal Elementary and Secondary Education Act and other applicable laws and regulations concerning the education of English Learners. The Program will adhere to the DC Language Access Act when conducting grade review meetings and engaging in any meetings with students and parents who are entitled to interpretation and translation services.

e. Discipline

The Program shall comply with all federal and DC laws, regulations, and requirements and all DCPS student discipline policies and practices governing suspension and expulsion of students. The Program shall comply timely with all reporting requirements and requests for discipline data, including data on suspensions and expulsions.

f. Other

The Program will have the flexibility to determine and administer student assessments and evaluations and determine student grades and promotion, in accordance with District of Columbia laws and regulations and Federal laws and regulations. The Program's students will participate in the Partnership for Assessment of Readiness for College and Careers assessment and the PSAT and SAT consistent with the participation of other DC Public Schools students.

The Program will have the authority to determine content for teacher, staff, and school leader professional development, in accordance with collective bargaining agreements and District of Columbia laws and regulations.

The Program will have the authority to determine its own schedule for teacher, staff, and school leader professional development, in accordance with collective bargaining agreements and District of Columbia laws and regulations.

The Program will comply with DCPS' attendance policies, procedures, and reporting and tracking requirements and shall at all times comply with federal and DC laws and regulations regarding attendance.

IV. Admissions

The Program will be open to all DC residents in grades 9 – 12. Admissions criteria will be made available through a clear and transparent admissions process. The Program's admissions process for the 9th grade (the primary entry point for the school) will include an interview and an in-person writing assessment. The process will not include a grade point average minimum or standardized test requirements. Bard College may review a student's academic record only after the student is admitted to the Program. In addition, the Program may elect to require letter(s) of recommendation, if they do so for all applicants. If recommendations are requested as part of the admission process, they will not be used to deem a student ineligible and if a recommendation is not submitted, the application should still be reviewed and considered. The admissions process for students to the program after the 9th grade will include submission of a transcript for review. The Program may not inquire about, discriminate against, or in any way discourage applications or admissions from students with disabilities or English learners. The Program's School Leader, in consultation with the Program's leadership team, Bard College, and DC Public Schools, will determine each students' eligibility for admissions.

As a selective citywide program, students must apply through the MySchoolDC (MSDC) lottery to gain admission to the Program. The Program's admission process will adhere to the MSDC timelines. Non-District residents are not eligible to apply. Only eligible students will be matched through the lottery. If there are more eligible students than there are seats, students will be placed on a waitlist. Students who apply after the lottery and are deemed eligible will be admitted or placed on a waitlist, depending on seat availability. No student may be admitted to the Program without Bard College's approval.

Students must meet promotion requirements to advance to college level courses. During the course of the planning period, the Parties will work together to define expectations and standards for promotion and advancement, and explore ways to minimize the withdrawal or non-reenrollment of students with disabilities and English learners. The Program students begin college preparatory training in the beginning of 9th grade. As a result of the academic demands of college level courses, after the school is fully phased in, it is likely that only a limited number of new students will be able to successfully enroll in the program after the beginning of 11th grade.

V. Enrollment

The Program will phase in over four school years. In year four, after fully phasing in the Program, it is anticipated that the school will serve approximately 500 students. Over the course of the planning period, the parties will work to determine grade level enrollment targets that take into account attrition,

waitlist policies, mid-year and mid-Program enrollment with the goal of ensuring an enrollment of approximately 500 students by the October count day of the fourth year of operation. The Parties will also work to determine grade level enrollment targets for the three phase-in years. The Parties will work together to develop clear annual enrollment targets and an admissions process that ensures annual enrollment goals are met by the end of the previous school year. In the event that the school is under-enrolled, the Program will be expected to fill open seats with eligible students from the waitlist or other eligible students. As specified below, the annual budget allocation amount will be determined by and fluctuate in accordance with student enrollment.

Over the course of the planning period, the Parties will discuss the possibility of preferences or goals for at-risk student or other student populations enrollment.

All students must meet the requirements of District residency laws and of MySchoolDC, and Bard College shall ensure that all students enrolled in The Program meet these requirements. The Program shall participate in and all the Program employees will support participation in the enrollment training and audits conducted by DCPS and the Office of the State Superintendent of Education.

VI. Staff

a. School Leader

Bard College will identify a pool of possible school leaders that Bard College has determined to be qualified in academic background and experience to serve as a head of the Program. DCPS will review all qualified candidates identified by Bard College. Bard College may provide input regarding and may make recommendations to DC Public Schools regarding each candidate. DC Public Schools may include a community panel or other input processes as part of the school leader selection process, in accordance with applicable regulations.

The DCPS Chancellor has ultimate authority over the selection of the school leader, although the school leader must be selected from the pool of candidates reviewed by Bard College and determined to be qualified. The Chancellor will give as much consideration to Bard College's input and recommendations as allowable under applicable regulations. Once the school opens, the school leader will be an employee of DC Public Schools. The school leader selection process will be conducted in accordance with applicable laws and regulations.

DCPS shall evaluate the School Leader, and will include informal input from Bard College. The Program will use DC Public School's designated performance evaluation systems.

Faculty and Other Staff Hiring

The Program's school leader shall recruit and select all administrative, instructional, and non-instructional staff, in accordance with federal and DC laws and regulations and all collective bargaining agreements. Instructional staff will have the qualifications necessary to teach at a branch campus of the College in terms of their academic background and experience, as determined by Bard College. All college level courses and some high school courses are taught by college-credentialed teachers, typically with a Ph.D. or other terminal degrees, records of scholarship and publication and experience in teaching at the college level, and who are active in their fields.

The school leader shall hire staff to fulfill all the roles, positions, and obligations required by DC and federal laws and regulations and all collective bargaining agreements. The Program will abide by the terms of all collective bargaining agreements, including limitations on the length of tours of duty. Bard College and the Program acknowledges that the collective bargaining agreement limits the tour of duty to 7.5 hours a day, including planning and lunch time.

b. *Bard Support and Services*

Bard College shall provide support and services, including school-based "College Services" personnel, to the Program's students as part of the school's academic, career, and school programming.

c. *Compensation, Benefits, and Employee Rights*

DC Public Schools employees are in in certified collective bargaining unit(s) with other school-based employees in similar job classifications and requiring similar qualifications; employees in union positions are entitled to the negotiated salaries, benefits, and working conditions in the relevant collective bargaining agreement for their job classification and such qualifications. DC Public Schools, Bard College, and the Program may agree to negotiate with labor organizations to develop amendment(s) to existing agreement(s) specifically for the Program.

d. *Evaluation*

The Program will use DC Public Schools' designated performance evaluation systems.

e. *Certification*

All DC Public Schools employees at the Program shall meet all necessary and applicable licenses and certifications required by federal and District of Columbia law either at the time of hiring or at a specified later date consistent with such laws.

During the course of the planning period, DC Public Schools will work with Bard College and the Office of the State Superintendent on licensure and certification requirements to support the Program.

f. *Staff Training*

All staff including DCPS and Bard College employees with a presence in the school or a direct role in supporting or managing the school shall be trained on all federal and DC laws and regulations and all applicable DCPS policies, including laws, regulations, and policies for which an employee has a specific role or responsibility. Bard College shall ensure all staff are trained upon hiring into the Program. DCPS acknowledges that Bard College will offer training specific to early college pedagogy throughout the year. Bard College shall demonstrate to DCPS, upon request, compliance with this provision. DCPS shall have the opportunity to review all training materials and will make available to Bard College all DCPS trainings and materials upon request.

g. *Background Checks & Fingerprinting*

All the Program staff, including DC Public School Employees and school-based Bard College Employees and all volunteers shall receive a criminal background check and traffic record check, including fingerprinting and a tuberculosis screening. Any Program staff who have not submitted to any required

criminal background check and/or traffic records check shall be restricted from serving in the Program. All school based staff must submit to pre-employment drug testing, in compliance DC law and DC Public School Policy.

VII. Governance

a. Overall Governance

In accordance with this and any subsequent agreement(s) between the Parties, the Chancellor's official designee will oversee, monitor, and evaluate the school's performance, operation, and compliance with this MOA and with all laws, regulations, and applicable policies.

During the course of the planning period, DCPS and Bard will agree to oversight, management, and performance structures, terms, and measures. DCPS shall have the authority to require a corrective action plan that includes additional terms and conditions for the school in response to instances of non-compliance with laws, regulations, applicable policies if the school fails to meet the annual or multiyear performance measures, or in response to operational concerns.

b. Performance

During the course of the planning period and no later than April 2019, DCPS and Bard College will determine annual and multiyear performance measures that allow for an assessment of the school's academic, operational, and fiscal functioning, including student outcomes appropriate to a high school in DC or to an early college program, to evaluate the school's progress, performance, and operations.

The Program will be a public high school in the District of Columbia and will be subject to the accountability provisions and requirements in federal law and of the Office of the State Superintendent of Education.

The school performance measures will not restrict Bard from conducting its own evaluations of the school and courses, consistent with federal and DC laws and regulations.

VIII. Grievances

All grievances, including grievances filed by or on behalf of staff, students, or families at Bard must be administered according to the DCPS Grievance Policy and Procedure (Chancellor's Directive #325), or any subsequent version of this policy, and all applicable grievance provisions in the DC Municipal Regulations.

IX. School Funding

During the course of the planning period, DCPS and Bard College will discuss establishing an annual school budget allocation for the Program. The budget allocation formula will be satisfactory to DCPS and Bard College. The formula will be based on student enrollment and the Program's annual budget allocation amount will fluctuate in accordance with student enrollment. The Program's School Leader, hired by the Chancellor of DCPS in accordance with section V.a., shall have autonomy over the use of the budget allocation, in accordance with all federal and DC laws and regulations, including hiring and procurement laws and regulations, and all collective bargaining agreements.