

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD
AND
THE JUSTICE GRANTS ADMINISTRATION**

INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the District of Columbia Public Charter School Board (“PCSB”) and the Justice Grants Administration (“JGA”) in support of the Show Up, Stand Out, a community-based Truancy Reduction Initiative (“Initiative”), that provides intensive support, primarily through basic case management and student support services by approved providers, to improve school attendance for children in grades K-8 that have five or more unexcused absences. PCSB and JGA are individually referred to herein as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, PCSB supports the development of the Initiative to create a model program that can deliver a comprehensive family assessment, establish a case management plan, and provide services to high risk families experiencing truancy, defined as a youth absent from school without a valid reason as defined by 5 D.C. Municipal Regulations A21; and

WHEREAS, during the 2014-2015 school year and summer 2015, at least eight public charter schools under PCSB’s oversight have agreed to participate in the Initiative, which will target truant students in grades K - 8 for intensive case management support from certain public charter schools which have been determined to have a high rate of truancy; and

WHEREAS, PCSB and the JGA seek to work together as appropriate to achieve the mutual goals of assisting and stabilizing families experiencing truancy, primarily through in-home service coordination/delivery and in-school youth engagement programming, resulting in the reduction of truancy rates; and

WHEREAS, this MOA is intended to codify the terms of the relationship between the Parties in support of the Initiative, and to further the development of high quality programming designed to meet the needs of children and families with poor attendance in elementary and middle schools.

NOW, THEREFORE, in consideration of 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:

AGREEMENT

I. TERM. This MOA shall be effective as of the last date of signing by the signatories and, unless terminated in writing by either Party prior to its expiration, terminate on August 31, 2019 (the "Term"). The Parties may renew this MOA for additional five-year terms by written agreement signed by both Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

II. DEFINITIONS. Unless otherwise defined in this Agreement, all terms shall have the meaning ascribed to such terms by D.C. Official Code § 38-201 and 5-A DCMR § 2199.

III. RESPONSIBILITIES OF THE PARTIES. Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF PCSB. PCSB shall provide the following information to JGA monthly for each participating PCSB student: Full name, Date of Birth, School, Student ID, Number of Unexcused Absences, Dates of Unexcused Absences, and Report Date.

B. RESPONSIBILITIES OF THE JGA. JGA shall conduct a monthly assessment of student data to enhance program inputs.

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

V. NON-DISCRIMINATION. JGA shall not discriminate against anyone participating in the Initiative either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.

VI. CONFIDENTIAL INFORMATION. The Parties will access, use, restrict, safeguard and dispose of all information related to this agreement in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records. JGA's ability to provide services to public charter schools in accordance with under this MOA requires PCSB to share personally identifiable information from certain education records with JGA. JGA understands and agrees that such records must be safeguarded in accordance with FERPA. In accordance with 34 C.F.R. § 99.31(a)(1)(i)(B), JGA acknowledges that (i) it is considered a "school official" for purposes of providing services under this MOA; (ii) it is under the direct control of PCSB with respect to the use and maintenance of the education records it will have access to under this MOA; and (iii) it is subject to the requirements of 34 C.F.R. § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 C.F.R. § 99.33(a), JGA must (a) not disclose any personally identifiable information from education records it may have access to under this MOA 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 MOA only use such records for purposes related to the Initiative. To be clear, JGA may not use any

personally identifiable information from PCSB education records for purposes of this MOA unless such use is directly related to the Initiative, and any proposed uses of such records outside the scope of the Initiative must receive separate authorization that complies with FERPA. JGA shall share with PCSB all student specific data for those students participating in the Initiative. JGA will submit all requests for education records to the PCSB and will follow all procedures established by PCSB for such requests.

VII. TERMINATION. Either Party may terminate this MOA by giving thirty (30) calendar days advance written notice to the other Party. PCSB may immediately terminate this MOA in whole or in part at any time by providing notice to JGA if, in PCSB's sole discretion, such termination is in the best interest of PCSB or the District.

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

Scott Pearson
Executive Director
Public Charter School Board
3333 14th St., NW
Suite 210
Washington, DC 20010
202-328-2660
spearson@dcpcsb.org

Edward Smith
Director
Justice Grants Administration
1350 Pennsylvania Ave NW
Suite 407
Washington, DC 20004
202-724-7216
Edward.Smith5@dc.gov

These individuals are responsible for the management and coordination of the requirements for the respective Parties under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

General Counsel
Public Charter School Board
3333 14th St., NW
Suite 210
Washington, DC 20002
Tel: (202) 328-2660
Fax: (202) 328-2661.

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

- A. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.
- B. **Severability.** If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- C. **Entire Agreement.** This MOA, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.
- D. **Survival.** The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
- E. **Other Relationships or Obligations.** This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.
- F. **Non-Assignable Agreement.** This MOA cannot be assigned by Organization.
- G. **Headings; Counterparts.** The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- H. **Applicable Law.** This MOA and all matters pertaining to this MOA shall be governed by the laws of the District of Columbia, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and PCSB.
- I. **Authority of the Parties.** By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA and that the person executing this MOA on its behalf is duly authorized to do so.

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

PUBLIC CHARTER SCHOOL BOARD

JUSTICE GRANTS ADMINISTRATION

 Scott Pearson, Executive Director
 Public Charter School Board



 Edward Smith, Director
 Justice Grants Administration

 Date:

1/15/2015
 Date: