

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALEXANDRIA CITY PUBLIC SCHOOLS
AND THE SHELTERCARE PROGRAM OF NORTHERN VIRGINIA**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into to be effective as of the ____ day of _____, 2013, by and between **THE SCHOOL BOARD OF THE CITY OF ALEXANDRIA** ("ACPS"), and **THE JUVENILE DETENTION COMMISSION FOR NORTHERN VIRGINIA's SHELTERCARE PROGRAM** ("Sheltercare").

WITNESSETH:

WHEREAS, Sheltercare operates a less-secure juvenile facility within the City of Alexandria to house juveniles placed in its care by the courts or other governmental agencies; and

WHEREAS, ACPS provides instruction and other educational services for juveniles who reside in the City of Alexandria; and

WHEREAS, the undersigned parties wish to memorialize their understanding for the furnishing of educational services by ACPS to juveniles who reside in the Sheltercare facility.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, ACPS and Sheltercare hereby agree as follows:

1. **Term Agreement:** This Memorandum shall take effect immediately upon its execution by both parties and shall continue in effect unless and until terminated as hereinafter set forth.
2. **Scope of Services by ACPS:** ACPS hereby agrees to furnish an in house school program to residents of Sheltercare in accordance with the particulars set forth on Exhibit A attached hereto.
3. **Scope of Services by Sheltercare:** Sheltercare hereby agrees to furnish services for the in house school program in accordance with the particulars set forth on Exhibit B attached hereto.
4. **No Compensation:** No fee shall be imposed by ACPS upon Sheltercare or upon individuals served pursuant to this Memorandum unless specifically agreed to, in writing, by Sheltercare. No fee shall be imposed by Sheltercare upon ACPS unless specifically agreed to, in writing, by ACPS.
5. **Confidentiality:** Any information obtained by ACPS or Sheltercare concerning students pursuant to this Memorandum shall be treated as confidential. Use and/or disclosure of such information by ACPS or Sheltercare shall be limited to purposes directly connected with the parties' services under this Agreement or as provided for by court order or other applicable law. It is further agreed by both parties that this information shall be safeguarded in accordance with the following provisions of the Virginia Code, as applicable:

Article 12 (16.1-299 et seq.) of Chapter 11 of Title 16.1, governing dissemination of court and law-enforcement records concerning juveniles;
Article 5 (22.1-287 et seq.) of Chapter 14 of Title 22.1, governing access to pupil records;
Article 37.1 and any regulations enacted pursuant thereto, governing access to juvenile mental health records; and
Title 63.2 and any regulations enacted pursuant thereto, governing access to records concerning treatments or services provided to a juvenile.

Both ACPS and Sheltercare further agree that they will comply with any applicable provisions of the Patient Health Records Privacy Act, Virginia Code, Section 32.1-127.1:03 et seq., and with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C.S. 1320d et seq., and the Family Educational Rights and Privacy Act ("FERPA"), and any applicable implementing regulations.

6. **Grievances:** In the event that a juvenile or his or her representative registers a grievance with respect to the subject matter of this Memorandum, ACPS and Sheltercare agree to make reasonable efforts to have their agents and employees appear on request of, and at no charge to the other party in any necessary proceedings arising from such grievance and provide all verbal or written information or documentary evidence within control of such party relevant to such claim, to the extent permitted by law.

7. **Employee Background Checks:** Upon the written request of either party to this Memorandum, each party shall provide to the other a statement, in a format reasonably acceptable to the other, which certifies that (i) all employees of each party who deal directly with youth have undergone criminal history records checks with the Federal Bureau of Investigation (FBI) and the Central Criminal Records Exchange (CCRE), as well as the Child Protective Services Central Registry Search, and (ii) these records checks have yielded no information which would disqualify any employee from providing services directly to the youth or from being alone with the youth in the performance of the employee's duties.

8. **Other Reports:** ACPS agrees to provide the following reports and information to Sheltercare, and Sheltercare agrees to provide the following reports and information to ACPS:

Timely notice of suspicion of abuse or neglect of any juvenile in the program covered by this Memorandum or on the part of any staff member of ACPS working in the program.

Timely notice of the results of visits from regulatory authorities to the ACPS school program located at Sheltercare, if any, when requested by Sheltercare or ACPS, respectively, where permitted by law.

Provided, however, that Sheltercare's responsibility to provide reports and information to ACPS shall be limited to matters involving ACPS personnel, or matter involving the furnishing of educational services, pursuant to this Agreement.

9. **Specific Interpretations:** The failure of either ACPS or Sheltercare to enforce at any time any of the provisions of this Memorandum, or to exercise any option which is herein provided, or to require at any time performance by the other of any of the provisions hereof, shall in no way affect the validity of this Memorandum or any part thereof. If any part, term, or provision of this Memorandum is held by a court to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.

10. **ACPS not an Agent of Sheltercare:** It is understood and agreed that neither ACPS nor its employees, assignees or subcontractors shall be deemed employees or agents of Sheltercare while providing services or otherwise acting pursuant to this Memorandum, nor shall anything herein contained be construed as granting to ACPS any right or authority to assume or create any obligation or responsibility for, on behalf of, or in the name of, Sheltercare. It further is understood and agreed that neither Sheltercare nor its employees, assignees or subcontractors shall be deemed employees or agents of ACPS while providing services or otherwise acting pursuant to this Memorandum, nor shall anything herein contained be construed as granting to Sheltercare any right or authority to assume or create any obligation or responsibility for, on behalf of, or in the name of, ACPS.

11. **General Terms and Conditions:**

11.1 **Adherence to Law:** This Memorandum is subject to applicable provisions of the Code of Federal Regulations, amendments thereof, and relevant state laws and regulations. This Memorandum shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

11.2 **Changes:** Any alterations, variations, modifications or waivers of provisions of this Memorandum shall only be valid when they have been reduced to writing, duly signed by the authorized representative of ACPS and the authorized representative of Sheltercare. Except for signed Addenda that are incorporated into this Memorandum, when a conflict exists between this Memorandum and a document which has been made a part of this Memorandum by reference or otherwise, the provisions of this Memorandum shall control.

11.3 **Disasters:** Neither party hereto may be held responsible for any delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of the public authorities or delays or defaults of public carriers, which cannot be reasonably forecast or protected against. ACPS will maintain a written emergency plan for securing the safety of children in their care in the event of a disaster.

11.4 **Subcontracts:** ACPS shall not enter into a subcontract for any of the services approved under this Memorandum

without obtaining prior written approval from Sheltercare. Such subcontractors shall be subject to the requirements, conditions, and provisions Sheltercare may reasonably deem necessary. ACPS is responsible for the performance of its subcontractors.

11.5 Assignment: ACPS shall not assign this Memorandum without prior written approval of Sheltercare, which approval shall be attached to this Memorandum and subject to such conditions and provisions as Sheltercare may deem necessary. Nothing in this Memorandum shall be construed as authority for either party to make commitments which bind the other party beyond the scope of service contained herein.

12. **Discrimination:** Pursuant to all requirements of the Civil Rights Act of 1964, as amended, neither ACPS nor Sheltercare nor any subcontractor of such parties shall discriminate against employees or applicants for employment or deny any individual any service or other benefit provided under this Memorandum.

13. **Va. Code Sec. 2.2-4312 Provision: Drug Free Workplace** - During its performance under this Memorandum, ACPS agrees to: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of ACPS that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or supplier.

14. **Va. Code Sec. 2.2-4311.1 Provision: Compliance With Immigration Law** – ACPS agrees that it shall not during the performance of this Memorandum knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

15. **Termination:** The terms and conditions of this Memorandum shall continue in full force and effect unless and until terminated by ninety (90) day's written notice from either party to the other.

16. **Entire Agreement:** This Memorandum and the attached Exhibits A and B contain the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous of this Memorandum. The attached Exhibits A and B shall supersede any inconsistent terms of this Memorandum.

17. **Notice:** Any notice expressly provided for in this Memorandum shall be in writing, shall be given manually, by mail, or by overnight delivery service, and shall be deemed given when actually received by the party to be notified. A facsimile may be used by ACPS to give notice to the Sheltercare Program, if said facsimile is followed by the mailing of the original to the Sheltercare Program. Changes of address notices shall be given within thirty (30) days following such change. For purposes of written communication between ACPS and the Sheltercare, the following shall apply:

For ACPS: Alexandria City Public Schools
Dr. Morton Sherman, Division Superintendent
2000 North Beauregard St.
Suite 200
Alexandria, Virginia 22311
(703) 824-6610
(703) 824-6699

For Sheltercare: Sheltercare Program
Att: Sue Lumpkin, Director
5920 Stevenson Avenue
Alexandria, Virginia 22304
(703) 370-0208
(703) 370-6725 Facsimile

With a copy to:

Neil I. Title, Counsel
Karpoff & Title
PO Box 990
1840 Wilson Boulevard, Suite 205
Arlington, Virginia 22216-0990
(703) 841-9600
(703) 358-9458 Facsimile

18. **Insurance Coverage:** ACPS agrees to obtain and maintain professional liability and automobile (if applicable) insurance with a limit that is in conformance with State and Federal requirements, and to furnish Sheltercare with insurance certificates upon request.

19. **Signature Authority:** The parties to this Memorandum acknowledge that they have thoroughly read this Memorandum, have sought and received whatever competent advice or counsel was necessary for them to form a full and complete understanding of all rights and obligations herein, and having done so, hereby execute this Memorandum. Each individual signing this Memorandum warrants that he or she has full authority to sign.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

AUTHORIZED REPRESENTATIVE OF SHELTERCARE

AUTHORIZED REPRESENTATIVE OF ACPS

Signature

Signature

Doratheia J. Peters, Commission Chair
Juvenile Detention Commission for Northern Virginia
200 S. Whiting St.
Alexandria, Virginia 22304

DATE

DATE

EXHIBIT A

ACPS TO PROVIDE at Sheltercare school program:

- As it relates to this Memorandum of Understanding, the mutual goal of ACPS and Sheltercare is to ensure that its students receive an appropriate and beneficial educational program. This will include having available a full time staff member on site who can provide an academic environment for these students who need it in that setting, and equally important, a calm and stable place to go through this transitional part of their lives.
- The intent of ACPS is to provide an educational program for students who are placed at Sheltercare. The placement for students assigned to Sheltercare will be designed to assure safety and stability. If a student with a disability is placed at Sheltercare for noneducational reasons, ACPS will convene a noneducational placement IEP meeting, or addendum, to determine the necessary services to meet the requirements of FAPE while the student is located at Sheltercare. The emotional and psychological needs of the students at Sheltercare may receive wrap around services provided by ACPS in coordination and control of the placing agency and Sheltercare staff.
- ACPS agrees to provide one certified full-time teacher physically located at Sheltercare, whose responsibility will be to support and continue the students' educational program of the home school. Certified and Special Ed. teacher(s) will be assigned as determined by the educational program of the students. Such assigned teachers may be located in the home or other assigned school, and may provide oversight, consultation and supervision to the ACPS teacher(s) located at Sheltercare. Supports will be provided to assure that the ACPS school program located at Sheltercare meet the needs of the students and the instruction meets the State Board of Education Standards and the ACPS curriculum. Students will receive credit in each core subject area that is required for a T.C. Williams High School diploma.
- ACPS will be responsible for the training, supervision, and evaluation of all ACPS employees supporting the ACPS school program located at Sheltercare. This will include monthly meetings with Sheltercare staff to discuss any issues or concerns.
- ACPS shall provide reasonable advance notice to Sheltercare Program of any significant changes to the educational program or assigned teacher(s) at least thirty (30) days prior to the change except in a case of emergency.
- School calendar days and total instructional hours that closely coincide with T.C. Williams full day of instruction.
- Substitutes provided whenever the assigned teacher(s) of Sheltercare School must be out due to leave, training, meetings, etc.
- The agency that places the youth in Sheltercare Program will be responsible for determining when students attending the ACPS school program located at Sheltercare

will attend and/or transition back to their home school. For students eligible for special education, for whom the decision to place at Sheltercare has been made by another agency for noneducational reasons, those placement decisions will not be subject to change by the IEP team.

- ACPS will provide necessary connections (WIFI, verbal, documentation, etc.) through the ACPS school program located at Sheltercare to assure that the attendance and grades are properly recorded at the student's base school and with their teachers of record. (STAR, SIS, etc.)
- ACPS will provide necessary connections to all ACPS students at Sheltercare and the ACPS teacher(s) at Sheltercare with access to their schoolwork from their home school including the ability for all students to do their assignments and, if appropriate and connected to the students' program, take their on line test(s) at Sheltercare while attending the ACPS school program located at Sheltercare.
- The teacher(s) assigned by ACPS will teach all Sheltercare residents assigned to Sheltercare.
- ACPS will provide materials necessary for the teacher(s) to appropriately instruct the students attending the ACPS school program located at Sheltercare. This includes books, ELL materials, paper, pencils, and necessary online supports.
- ACPS will provide laptops to all ACPS students in the Sheltercare Program.
- ACPS will provide/replace/repair equipment when necessary and purchase new equipment when appropriate. (Computers, laptops, desks, headphones, etc.)
- ACPS will provide regular cleaning services to the area of the building being utilized as the school program.
- Upon receiving appropriate releases, the teacher(s) will communicate with Sheltercare staff daily regarding the behavior and progress of students in the ACPS school program at Sheltercare.
- ACPS will provide school transportation to the ACPS home school for any resident who is not attending the ACPS school program located at Sheltercare.

EXHIBIT B

SHELTERCARE PROGRAM to Provide:

- Sheltercare Program will provide the current building space for the school program to provide instruction Monday through Friday during normal school hours.
- Lunch provided to all teachers at designated time. Lunch and supervision provided upstairs to all Sheltercare residents/students at designated time.
- Sheltercare staff will provide teacher(s) with updates on any new students to be placed in the In House program.
- Sheltercare staff will provide crisis support to the Sheltercare students in the school program and will deal with necessary behavioral issues.
- Sheltercare staff will utilize the behavior management system to assure that student's school behavior is given appropriate emphasis.
- Sheltercare will include, when appropriate, the student's base school social worker in meetings and information to assist with transition back to their base school.
- Sheltercare will contact the student's base school regarding any absences due to appointments/court, illness, meetings, etc.
- Sheltercare program will obtain a signed guardian authorization form to view or receive individual student data.