Interagency Agreement
Between the
U.S. Department of Education,
Office for Civil Rights
and
U.S. Department of Justice,
Civil Rights Division

Pursuant to 20 U.S.C. §§ 3413(c)(3) and 3479, and 31 U.S.C. §§ 1501 and 1535, the U.S. Department of Education (ED) Office for Civil Rights (OCR) and the U.S. Department of Justice (DOJ) Civil Rights Division (CRT) (together, the Parties) enter into this Interagency Agreement (Agreement or IAA) and hereby agree as follows:

1. PURPOSE/SCOPE

The Parties enter into this Agreement to affirm their common commitment to ensuring equal access to education and promoting educational excellence throughout the Nation through the vigorous enforcement of civil rights laws, by ensuring that all institutions receiving Federal financial assistance are fully compliant with Federal civil rights law. The Parties are committed to exercising all available statutory authorities to establish a more effective and efficient civil rights enforcement mechanism by entering into a partnership whereby the agencies: (1) reinforce and strengthen respective enforcement processes and procedures to ensure vigorous enforcement of laws; (2) increase cross-agency administrative alignment of civil rights enforcement policies and programmatic requirements; (3) provide process improvements by leveraging the expertise and capacity of both agencies, respectively, to provide aggressive and focused civil rights expert oversight of the Nation's educational institutions.

2. AUTHORITY

This Agreement is executed by ED-OCR and DOJ-CRT under authority of 20 U.S.C. § 3413(c)(3), which authorizes the ED Assistant Secretary for Civil Rights to enter into contracts and other arrangements with public agencies for other services as may be necessary to carry out the compliance and enforcement functions for which ED-OCR is responsible, and make such payments as necessary to carry out compliance and enforcement functions; 20 U.S.C. § 3479, which authorizes the Secretary of Education to use the services of any agency of the United States, with its consent, in carrying out any function of the Secretary or Department; and the Economy Act, 31 U.S.C. § 1535, which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise.

3. PERFORMANCE

A. The **DOJ-CRT**, in coordination with ED-OCR, will carry out the following activities, except where otherwise provided in statute or regulation:

1. Provide ED-OCR with evaluation, investigation, and attempted resolution, where appropriate, of matters referred by ED-OCR relating to the following statutes:

    i. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, consistent with 31 U.S.C. § 1301;
    ii. Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, consistent with 31 U.S.C. § 1301;
    iii. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, consistent with 31 U.S.C. § 1301;
    iv. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, consistent with 31 U.S.C. § 1301; and
    v. The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, consistent with 31 U.S.C. § 1301; and
    vi. The Boy Scouts of America Equal Access Act of 2002, 20 U.S.C. § 7905 *et seq.*, consistent with 31 U.S.C. § 1301.

2. Provision of technical assistance to ED-OCR staff on DOJ-CRT policies and procedures;
3. Provision of assistance in managing and coordinating contracts, procurement, and program administration for ED-OCR staff;
4. Coordination and management of DOJ-CRT physical and information technology assets, information systems security, and cybersecurity administration for ED-OCR staff; and
5. Provision of appropriate administrative support as necessary to ensure the performance of the statutory functions of the Office for Civil Rights in accordance with Title II, section 2023 of the Department of Education Reorganization Act (Pub. L. 96-98, as amended (20 U.S.C. § 3413)).

B. The **ED-OCR**, in coordination with DOJ-CRT, commits to carrying out the following activities:

1. Refer complaints to DOJ-CRT for investigation, as well as notify the complainant or funding recipient of such referral to DOJ-CRT;
2. Upon request or agreement by DOJ-CRT, refer compliance reviews and directed investigations for investigation and attempted resolution, as well as notify the funding recipient of the referral to DOJ-CRT;
3. Exercise ED-OCR's statutory and regulatory responsibilities in coordination with DOJ-CRT, including resolving investigations and compliance reviews based on DOJ-CRT's proposed findings and resolutions, as well as making final

determinations on whether to refer findings for administrative enforcement within ED or to DOJ-CRT for judicial enforcement;

4. Facilitate any mediation and negotiate any settlement in matters referred to DOJ-CRT for investigation, unless DOJ-CRT and ED-OCR concur that DOJ-CRT should facilitate the mediation or negotiate the settlement;
5. Develop policy, guidance, and procedures and provide technical assistance related to the statutes enforced by ED-OCR;
6. Management and leadership of ED-OCR in accordance with Title II, Section 2023 of the Department of Education Organization Act (Pub. L. 96–88), as amended, 20 U.S.C. § 3413, including resolution of matters requiring the exercise of final and conclusive authority that has been assigned by statute to the Secretary of Education or the Assistant Secretary for Civil Rights;
7. Administration of the collection of data necessary to ensure compliance with civil rights laws within the jurisdiction of ED-OCR as authorized under Section 203(c)(1) of the Department of Education Organization Act, and authorized by 31 U.S.C. § 1301; and
8. Performance of all other ED-OCR functions, including:
    a. Engagement with Congress to procure funds sufficient to effectively enforce federal civil rights laws;
    b. Participation in OCR interagency working group activities in accordance with 42 U.S.C. § 19195;
    c. Coordination and participation in ED clearance processes for program announcement, grant announcements, technical review plans, grant slate memoranda, information collection packages, and notices for publication in the Federal Register and the establishment of selection criteria, priorities, and program requirements related to civil rights enforcement;
    d. Management and coordination of ED-OCR human resources/capital services, including hiring, awards, recognition, employee engagement, workforce and succession planning, performance management, training and development;
    e. Oversight of reasonable accommodations and equal employment opportunity (EEO) programs, including designating EEO Liaison, negotiation of personnel related matters, and coordination with labor stakeholders and Employee/Labor Relations;
    f. Execution of budget formulation and resource allocation activities including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending and acquisition plans related to civil rights enforcement program components; and

g. Coordination of ED responses to inquiries and audits, including from the Government Accountability Office (GAO), internal audit findings from GAO, the Office of the Inspector General (OIG) and external accountability requirements related to civil rights enforcement program components for ED priorities (Government Performance and Results Act (GPRA) and reports to Congress.

Nothing in this Agreement shall be construed to impair or prevent the ED Assistant Secretary for Civil Rights, as appointed under 20 U.S.C. § 3412(b) and delegated civil rights functions by the Secretary of Education, from performing statutory functions delegated to OCR and making final determinations with respect to any enforcement decisions, programs, policies, practices, personnel decisions, or any other determinations required to be performed by the Assistant Secretary for Civil Rights or the Secretary of Education by statute.

4. FUNDING

A. General Provisions

This Agreement establishes a framework under which DOJ-CRT will, on a reimbursable basis, conduct evaluation, investigation, and attempted resolution of certain civil rights matters on behalf of ED-OCR. Reimbursable activities and costs include conducting investigative activities under the statutes enforced by ED-OCR prior to any statutory referral of an active matter to DOJ-CRT for judicial enforcement. But reimbursable activities do not include making final determinations on referrals for judicial enforcement, as such authority remains exclusively with ED-OCR. By enabling DOJ-CRT to assume investigative and resolution responsibilities at an earlier stage in the enforcement process, this Agreement will enhance interagency collaboration, investigative efficiency, and leverage DOJ-CRT's expertise and capacity in support of ED-OCR's mission. This Agreement does not create any obligation for ED-OCR to reimburse DOJ-CRT for activities unrelated to ED-OCR's mandated functions (i.e., notwithstanding the ED-OCR function described herein, this Agreement does not create any right or obligation for ED-OCR to fund DOJ-CRT for the activities that DOJ-CRT is already authorized or required to perform)—such as litigation or judicial enforcement actions initiated following a statutory referral by the Assistant Secretary pursuant to federal law or regulation.

As DOJ-CRT provides services to ED-OCR under this Agreement, ED will transfer funds at agreed-upon intervals to reimburse DOJ for the costs of the services provided. No provision of this Agreement commits the United States to obligations in fiscal years for which appropriations have not been enacted. Upon ED-OCR's request, DOJ-CRT will provide detailed invoicing outlining all costs incurred by DOJ-CRT under this Agreement.

Transfers of funds will be by means of an Intra-Government Payment and Collection (IPAC) system when agreed to by all Parties in writing. As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred

funds, DOJ-CRT will provide ED with regular performance updates on an agreed-to cadence that detail all work performed to date for the related project.

Additionally, at least quarterly, the Parties will reconcile balances related to revenue and expenses for work performed under the Agreement. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue.

No funds are obligated by this Agreement; the Interagency Agreement's 7600B obligates the funds described here. If at any time available appropriations are insufficient to continue performance, the Parties shall immediately suspend non-emergency activities until additional appropriations become available or the Agreement is amended or terminated.

B. Additional Requirements

ED will transfer funds to DOJ-CRT to cover the costs of reimbursable services that DOJ-CRT provides to ED-OCR under this agreement, in an amount **not to exceed the amount of appropriations made available to ED-OCR for the applicable fiscal year.**

Following enactment of appropriations, the Parties must execute a written amendment to this Agreement specifying the new fiscal year and funding ceiling and new obligation documents (Form 7600B).

5. GENERAL PROVISIONS

A. Effective Date

This Agreement is effective as of the date of the last signature and will remain in effect until terminated by the Parties. All Parties will review this Agreement periodically and modify it as necessary and appropriate.

B. Modification

Any modifications to this Agreement must be agreed upon in writing by both Parties.

C. Termination/Severability

This Agreement may be terminated upon 90 calendar days advance written agreement by either Party. Upon termination, the Parties may collect costs incurred prior to cancellation of the Agreement plus any reasonable termination costs, provided that such costs do not exceed the total amount obligated on the Form 7600B. A judicial determination that any provision of this Agreement is unenforceable shall not affect the enforceability of any other provision.

D. **Liability/Indemnification**

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.

E. **Anti-Deficiency Act**

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or to obligate the Parties to any expenditure in excess of or in advance of available appropriations. Each obligation of funds under this Agreement shall be supported by a properly certified Form 7600B demonstrating availability of appropriations at the time of obligation. If appropriations become insufficient, either party may suspend performance until additional appropriations are made available.

F. **Resolution Mechanism**

Should disagreements arise on the interpretation of the provisions of this Agreement or amendments or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

G. **Memorandum of Understanding**

The memoranda of understanding between the ED-OCR and DOJ-CRT relating to the coordination of the federal civil rights laws are hereby rescinded 30 days after the date of this agreement. The parties shall meet and confer regarding a revised MOU on the coordination and enforcement of the federal civil rights laws over which the offices share jurisdiction.

H. **Effect of Agreement**

This Agreement is not intended to confer any right upon any person. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

I. Points of Contact

DOJ-CRT Contact Information:
U.S. Department of Justice
Civil Rights Division
Harmeet K. Dhillon
Assistant Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530

ED-OCR Contact Information:
U.S. Department of Education
Office for Civil Rights
Kimberly Richey
Assistant Secretary
400 Maryland Avenue, SW
Washington, DC 20202

J. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement:

Harmeet K. Dhillon
Assistant Attorney General
U.S. Department of Justice
Civil Rights Division

6/11/2026
Date

Madison Biedermann
Chief of Staff
U.S. Department of Education

06/15/2026
Date