The LEA Special Education Point of Contact Monthly Webinar will begin momentarily.

A copy of today's presentation is available for download through GoToWebinar. To access, expand the 'Handouts' menu.

Creating a Local Education Agency/ Nonpublic School Memorandum of Agreement to Support Student Success

Dr. Edgar Stewart, Nonpublic Monitoring Manager Sharon Powell, Nonpublic Monitoring Supervisor



LEA Special Education Point of Contact Monthly Webinar

Dec. 14, 2016

OSSE Division of Data, Assessment and Accountability OSSE Division of Elementary, Secondary, and Specialized Education



- I. Introductions, Purpose and Overview
- II. Overview of the LEA-Nonpublic Relationship
- III. Elements in a Memorandum of Agreement (MOA)
- IV. Effectively Implementing the MOA
- V. MOA Development: Case Study
- VI. Example MOA
- VII. Announcements & Reminders



What is your current role relating to the LEA Special Education Point of Contact (LEA SE POC)?

- A. I have been the main POC for over 1 full year
- B. I have been main POC for less than a full year
- C. Not main POC, but serve as the POC for my campus
- D. Not main POC, but assist POC with many responsibilities
- E. Other



Currently, how many students enrolled in your LEA attend nonpublic programs?

- A. My LEA does not yet have any students placed at nonpublic programs
- B. 1 to 5 students
- C. 6 to 20 students
- D. 20 to 50 students
- E. Over 50 students



Currently, how many different nonpublic programs serve students enrolled in your LEA?

- A. My LEA does not yet have any students placed at nonpublic programs
- B. Only 1 nonpublic program
- C. 2 to 6 nonpublic programs
- D. 7 to 15 nonpublic programs
- E. Over 15 nonpublic programs

Discussion and Group Norms

- We are all here for the same purpose
- <u>Be open</u> to new ideas and different perspectives
- <u>Be positive</u> and consider what we can achieve together
- <u>Be constructive</u> when providing feedback
- <u>Be respectful</u> and allow all attendees the time and space to contribute to the discussion
- <u>Be reflective</u> and pause before reacting



During this session, participants will:

- Learn how to use a memorandum of agreement (MOA) to set the stage for effective collaboration through the clarification of roles, expectations, and timelines
- Review examples of barriers to effective collaboration
- Generate ideas and identify potential solutions to barriers through an MOA
- Receive tips for drafting an effective MOA



Client- Provider Relationship

Nonpublic = Provider

- Commits to serving the local education agency (LEA) and student
- Serves students with disabilities in a nonpublic program under the requirements of the Certificate of Approval (COA) regulations
- If standards are not met, could result in fewer clients

LEA = Client

- Expects the nonpublic program to provide a level and specialization of service that the LEA cannot provide itself
- If the LEA is not satisfied, LEA should raise concerns directly with the nonpublic
- If concerns are not addressed, LEA will raise concerns with OSSE



Clarifying Roles & Responsibilities

LEA	Nonpublic School	
Student Progress	Reporting Responsibility (e.g.,	
Monitoring	Incident, IEP Meeting Follow-up)	
Correcting Student-level	Scheduling and Convening	
Noncompliance	IEP Meetings	
Attendance Intervention	Quarterly Progress	
Planning	Reporting	
Conducting Triennial	Related Service Delivery	
Evaluations	and Documenting	



Clarifying Roles & Responsibilities

LEA	OSSE	Nonpublic School
Ensuring accurate, complete, & timely student data in Special Education Data System (SEDS)		Ensuring their portion of student data in SEDS is accurate, complete, & timely
Working closely with nonpublic school staff to ensure timely completion of all required IEP documentation, adherence to federal and District special education regulations, and active participation by all individual education plan (IEP) team members, including students and parents		Working closely with LEA staff to ensure timely completion of all required IEP documentation, adherence to federal and District special education regulations, and active participation by all IEP team members, including students and parents
Correcting identified noncompliance	Verifying correction of noncompliance	Working with LEA to correct identified noncompliance



Clarifying Roles & Responsibilities

LEA	OSSE	Nonpublic School	
Monitoring student progress	Monitoring nonpublic schools	Monitoring student progress	
for individual students	at least once during the	for individual students	
frequently	validity of the COA	frequently	
Looking at individual students	Looking at nonpublic program as a whole, as well as facilities		
	· ·		
Primary responder to any	Investigating issues regarding		
concerns or incidents	health & safety of any DC	Ensuring student safety	
	student		
Ensuring free appropriate	Monitoring IEP	Providing IEP services,	
public education (FAPE) &	implementation on a large	participating in statewide	
overseeing IEP	scale within the nonpublic	assessment administration, &	
implementation for individual	program & alignment with	complying with federal and	
students	COA regulations	COA regulations	
Continually assessing the	Monitoring nonpublic overall		
least restrictive environment	process of facilitating	Working with LEA to facilitate students transitioning to LRE	
(LRE) for each student	students' transition to LRE		



Elements in a Memorandum of Agreement (MOA)

MOA Development: Areas to Consider

- Data systems (SEDS, SEATS, DC CATS, TOTE, etc.)
 - OSSE Points of Contact
 - Access
 - Users
 - Training
- IEP Coordination
 - IEP meetings
 - IEP document upload
- IEP Development & Implementation
 - Drafting of present levels of performance sections
 - Related service delivery
- IEP Documentation
 - Progress reports
 - Service trackers
 - Incident reports
 - Attendance and truancy (i.e., reviewing absences and notifications, attendance intervention plans, holding placement meetings)



MOA Development: Areas to Consider

Emergency Behavioral Interventions

- Reporting incidents involving the use of physical restraint or seclusion
- Uploading of incident reports into the student's permanent record
- Parent, LEA, & other agency notification
- IEP meeting follow-up
- Evaluation/Re-evaluation
 - Parental consent for evaluation
 - Conducting triennial evaluation(s) or any other evaluation needed
 - Analyzing existing data
- Consideration of LRE Annually
- Statewide Assessment
 - Preparation & training
 - Test administration
- Secondary Transition
 - IEP documentation
 - Planning & assessments
 - Services



- Other areas to consider:
 - Nonpublic SEDS POC & LEA SEDS POC Collaboration
 - Orientation, Data Systems Access & Training for New LEA & Nonpublic Staff throughout the year



Establish Communication Routines

- While creating written expectations is a key foundational step, setting up standard operating norms (communication routines) is key
- Both parties will be set up for success by:
 - Designating points of contact
 - Agreeing on best communication modality
 - Planning for regular communications and agreeing on frequency



- Even with the best laid plans, communication breakdowns occur
- Agree on how you will attempt to resolve the issue:
 - Use the MOA as a guide to clarify expectations
 - Plan for a discussion of the issue, and identify which party will take and circulate notes (re: agreed upon next steps)
 - Escalate to OSSE only after if resolution not achieved (if feasible and appropriate, let other party know you would like OSSE to assist before taking this step)





Case Study

A 16-year-old student with a disability recently transferred LEAs in DC and is now enrolled Happy DC Public Charter School and attending Anytown Crest Nonpublic School in Maryland. The student's current IEP will expire on March 3, 2017. As the student's triennial eligibility determination is also coming due on that same date, his previous LEA had arranged to have their staff test him at Anytown Crest in January 2017.

While the student has been attending Anytown Crest, he has been truant on several days and while at school he has been involved in several altercations that necessitated the school to use physical restraints. The student has reportedly been receiving behavior support services as well as speech therapy, although Happy DC learned that Anytown has not had any therapist/counselor on staff since August 2016 and the speech therapist is new to DC and has not yet been granted access to SEDS.

OSSE is scheduled to conduct student file reviews at the beginning of September to determine the LEA's compliance to federal (IDEA) and District (DCMR) special education regulations. A preliminary scan of several of Happy DC's nonpublic student files (including the aforementioned student) in SEDS revealed several draft progress reports, missing incident report forms, and no service tracker documentation.



- 1. Based on the facts from the previous slide, what are the immediate compliance concerns?
- 2. Based on the facts from the previous slide, which are the most important compliance concerns to review between parties?
- 3. Which party (LEA, NP, both) has a role in remedying them and preventing future occurrences?
- 4. Based on your review, would you be inclined to address any additional areas in this MOA between parties?



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Based on the facts from the previous slide, what are the immediate compliance concerns?

- Current IEP will expire on March 3, 2017
- Truant on several days
- Involved in several altercations that necessitated the school to use physical restraints
- Nonpublic school has not had any therapist/counselor on staff since August 2016
- The speech therapist is new to DC and has not yet been granted access to SEDS
- Missing incident report forms
- No related services service tracker documentation



Based on the facts from the previous slide, which are most important compliance concerns to review between parties?

- Current IEP will expire on March 3, 2017
- Truant on several days
- Involved in several altercations that necessitated the school to use physical restraints
- Nonpublic school has not had any therapist/counselor on staff since August 2016
- The speech therapist is new to DC and has not yet been granted access to SEDS
- Draft progress reports
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Case Study Analysis

Which party (LEA, NP, both) has a role in remedying them and preventing future occurrences?

- Current IEP will expire on March 3, 2017
- Truant on several days
- Involved in several altercations that necessitated the school to use physical restraints
- Receiving behavior support services and speech therapy
- Nonpublic school has not had any therapist/counselor on staff since August 2016
- The speech therapist is new to DC and has not yet been granted access to SEDS
- Draft progress reports
- Missing incident report forms
- No related services service tracker documentation



Based on your review, would you be inclined to address any additional areas in this MOA between parties?

- Identify staff to be responsible for specific activities
- Including task-specific timelines
- Advance preparation and record review for OSSE's onsite and desktop monitoring processes
- 30-day review of educational records for newly nonpublic students
- Revisiting extended school year (ESY) determinations for students whose annual IEP meetings occurred in the early fall





APPENDIX A

MODEL MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA CHILD AND FAMILY SERVICES AGENCY AND INSERT LOCAL EDUCATION AGENCY NAME THE IMPLEMENTATION OF THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) PROVISIONS REGARDING EDUCATIONAL STABILITY FOR CHILDREN IN FOSTER CARE FISCAL YEAR ____

I. INTRODUCTION

The LEA NAME (hereafter referred to as "LEA") and the District of Columbia Child and Family Services Agency (hereafter referred to as "CFSA"), collectively referred to as the "Parties", enter into this memorandum of agreement ("MOA") for the purpose of establishing a collaborative partnership to ensure the implementation of the Elementary and Secondary Education Act ("ESEA"), as amended by the Every Student Succeeds Act ("ESSA") provisions regarding educational stability for children and youth in foster care.

II. AUTHORITY OF MOA

ESEA, reauthorized by ESSA, enacted Dec. 10, 2015 (Public Law 114-95; 20 USC §§6311 et seq.), as amended.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

CFSA is the child welfare agency for the District of Columbia ("District"), which is responsible for protecting child victims and children at risk of abuse or neglect. CFSA's duties include, among other things, investigating abuse of neglect reports, assessing and treating children and families within its care, and providing child protective services, foster care services, and post-permanency services. See D.C. Code §§ 4- 1303.01a, 4-1303.03. In executing its duties and responsibilities, CFSA may place children or youth in temporary settings outside the District. During such placement, children or youth may be enrolled in a school in that jurisdiction but the child or youth remains a District resident.

The LEA is an educational institution at the local level that exists primarily to operate a publicly funded school or schools providing elementary or secondary education in the District, including the District public schools and all District public charter schools.

The Parties have a common and concurrent interest in working cooperatively to ensure the effective implementation of the requirements set forth in the ESEA, specifically as it pertains to the provisions regarding educational stability for children and youth in foster care.

IV. APPLICABILITY



Example MOA (continued)

This MOA applies to children who are in the care and custody of CFSA and placed in foster care including placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes. It also applies to children who exit foster care when permanency has been achieved prior to the end of the academic year.

B. Unless specified herein, this MOA is in no way intended to modify the responsibilities or authority delegated to the Parties under federal or District of Columbia law.

V. PROGRAMMATIC OBLIGATIONS AND RESPONSIBILITIES OF CFSA AND THE LEA

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, the Parties hereby agree as follows:

A. Coordination

The Parties agree to establish, maintain and implement policies and procedures to ensure coordination and timely and appropriate delivery of services in accordance with each Party's authority and responsibilities as defined in this MOA.

B. Points of Contact

1. CFSA will designate an employee as a point of contact ("POC") who will be responsible for coordinating and implementing the requirements of this MOA. This employee will serve as the CFSA POC under ESEA in regards to educational stability for children in foster care. By Aug. 15 each year CFSA will, in writing, inform the LEA of its POC. Should the POC change, CFSA will notify the LEA within five (5) business days.

2. LEA will designate an employee who will be responsible for coordinating and implementing the requirements in this agreement. This employee will serve as the LEA POC under ESEA in regards to educational stability for children in foster care. By Aug. 15 each year, the LEA will, in writing, inform CFSA of its POC. Should the POC change, LEA will notify CFSA within five business days.

C. School Stability Best Interest Determination

CFSA and the LEA will collaborate to keep children in their school of origin, unless it is determined that remaining in the school of origin is not in that child's best interest.

D. Process for Making Best Interest Determinations

In accordance with the law, CFSA will make a best interest determination whenever a child is initially placed in foster care and subsequent to any change in the child's foster placement. The determination will be made in consultation with other relevant parties to the case, including relevant staff at the LEA serving as the child's school of origin. CFSA will consider information from the LEA concerning how well the child is or is not benefitting from the academic program and services at the school in making the best interest determination. CFSA will also consider a range of other factors that may bear



Example MOA (continued)

B. This MOA shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any judicial or administrative matter. This MOA is made for the benefit of the parties hereto and not for the benefit of a third party.

X. NOTICE OF CLAIMS AND LAWSUITS

Each Party shall promptly inform the other Party of any information related to the provision of services under this MOA that could reasonably lead to a claim, demand, or liability against the other Party by a third party. Any Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other party shall deliver to the other parties, within five days of service of process, a copy of any pleading relating to such lawsuit.

XI. CONSISTENT WITH LAW

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

XII. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to or provided under this MOA in accordance with all relevant federal and local statutes, regulations, and policies. Any unlawful use or disclosure of information related to the services provided under this MOA shall be subject to penalties outlined in the Data-Sharing and Information Coordination Amendment Act of 2010, effective Dec. 4, 2010 (D.C. Law 18273; D.C. Official Code § 7-241) and its implementing regulations at 29 DCMR 3000, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), approved Aug. 21, 1996 (P.L. 104-191, 42 USC 1320d), as amended, and its corresponding regulations at 45 CFR Parts 160, 162, and 164, and any other applicable District and Federal laws.

XIII. SEVERABILITY In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

XIV. EFFECTIVE DATE

This MOA shall be effective upon the last date of execution by signatories below.

IN WITNESS THEREOF, The Parties have executed this MOA as follows:

LEA NAME

NAME/ TITLE

Date

DC Child and Family Services Agency

NAME

Date

Agency Director or Designee







- NP SEDS POCs are responsible for obtaining a SEDS aggregate account for themselves and all relevant nonpublic staff (even if a staff member only needs access to one LEA's SEDS site)
 - A new student from a different LEA could potentially be placed at the nonpublic and added to the staff's caseload.
 - LEAs are not responsible for managing nonpublic SEDS account. They only manage nonpublic access to specific students.
- NP SEDS POCs should never ask the LEA to create a SEDS account for a nonpublic staff member.
 - Please redirect the NP SEDS POC to the OSSE Support Tool for this request.
 - The NP SEDS POC should reach out to the LEA for access to specific students **AFTER** the NP staff member has an account set up by OSSE.

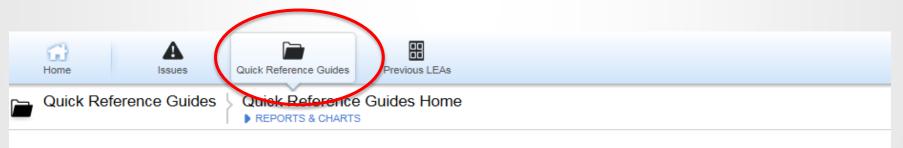


- OSSE cannot grant access to specific students within an LEA's SEDS site for nonpublics
- Upon request by the NP SEDS POC, the LEA SE POC is responsible for providing student access to nonpublic staff members (who already have aggregate accounts set up by OSSE, including your LEA on their list of access).



REMINDER: For issues that affect multiple students, please complete the **Global Issues Template** found under the Quick Reference Guides tab.

Do NOT submit a new ticket for every student if the same issue exists for all the students.



Embedded for LDAs 5 Quick Reference Guides			Archive? is not '1'	
	Name	Description	Guide	Archive?
۲	OSSE Support Tool Guide		LEA Data Administrator II - Course Presentation - OSSE Support Tool Section.pdf	
۲	LEA Contact List		Updated 2013 Contact List.xlsx	
۲	Nonpublic Training of TA Model		Nonpub training of new TA model UPDATED 02 09 2014 (1).pdf	
۲	OST Enrollment Audit Global Issue Template		OST Enrollment Audit Global Issue Template 2014-2015.xlsx	
۲	OSSE Support Tool Guide for DSE POCs		OSSE Support Tool PPT Guide - DSE POC updated 09 04 2014.pptx	

OSSE Support Tool – Ticket Submissions

OSSE Support Request

Directions: Use this form to request support for SEDS

Issue Type *

Access to SEDS Administrative Actions Administrative Actions - Close Out Assessments - Affidavits Assessments - Incident Report Assessments - Med Exemptions Assessments - MSAA, DC Science Alt Assessments - Other Assessments-DC Science Assessments-PARCC Assessments-Test Security Plan Child Count

Enrollment Enrollment/Enrollment Audit Extended School Year Fax/Upload Document Issues

Nonpublic OSSE Support Tool Access

Other

Policy Reports-SEDS, SLED, and Distributed Student Record Transfers System Issues System Maintenance TOTE Training Unified Data Errors

- **'Other'** should only be selected as the issue type when none of the other options apply.
- Choosing the most relevant issue type allows OSSE staff to route the support request more quickly to the correct team.
- The sub-category list provides additional information that may assist in determining overall issue type.

ssue Type *	
Enrollment v	
tatus Sub-Category: *	
Make a Selection	
Make a Selection	
Student Not appearing in SEDS - currently attending LEA	
Student Erroneously appearing in SEDS - Not attending LEA Annual Enrollment Audit: School Issue (School, Grade) ; (Exit Entry) Annual Enrollment Audit: LEP Status Issue; Residency/ Tuition Issue; Cour Annual Enrollment Audit: SLED/USI Issue Student Information Appearing Incorrectly Administrative Exit from SEDS/PWN Duplicative Enrollment EA Supplemental Quickbase App User Account (Add/Delete/Modify)	
EA Supplemental Quickbase App User Account (Add/Delete/Modity) Student not appearing in SLED	



Examples of issues that should NOT be denoted as 'other' for issue type:

"Student disappeared from our SEDS. I saw her/his name in the system yesterday. Can you please assist with getting her back in SEDS at our LEA?"

Category: Enrollment
Sub-Category: Student Not appearing in SEDS – currently attending LEA

"Student is no longer attending the state school. He/she has moved to West Virginia."

Category: Enrollment

Sub-Category: Student Erroneously appearing in SEDS – not attending LEA

"One of my student's attendance data is feeding incorrectly into Qlik. How should we go about getting the information corrected?"

Category: System Issue
Sub-Category: Qlik



First OSSE Checkpoint: Friday, Jan. 6, 2017

 LEAs should have completed and submitted COS entry data for every preschool and pre-K student with an IEP who did not previously have COS entry data submitted in DC CATS.

Second OSSE Checkpoint: Friday, June 30, 2017

 LEAs should have completed and submitted COS exit data for every pre-K student with an IEP who has exited a pre-K special education program (e.g., child is moving on to kindergarten).

Resources

- Learn more about the COS data collection process, and DC CATS: <u>http://osse.dc.gov/service/child-outcomes-summary-cos-data-collection</u>.
- COS training session coming in January 2017.
- For additional training, technical assistance, or system access to fulfill these responsibilities, email <u>OSSE.COSfaq@dc.gov.</u>



OSSE provides a variety of trainings and resources to support LEA SE POCs and other LEA staff.

For a list of trainings, including recordings of past training webinars, visit:

http://osse.dc.gov/service/ technical-assistancesupport-and-trainingeducation

Technical Assistance, Support, and Training Education

The Technical Assistance, Support, and Training Education team within DAR equips educational stakeholders in the District of Columbia with tools and resources for system and data use to increase educational outcomes and effectiveness for students and educators. Our work ensures that LEAs are able to meaningfully use data to evaluate performance and improve outcomes for students.

Monthly LEA Data Discussion Meeting Resources

2016-17 School Year Trainings

- · eSchoolPLUS LEA Calendars and LEA Points of Contact
- LEA Data Mapping Application
- LEA Special Education Point of Contact (LEA SE POC) Monthly Training Series
 - October 2016
 - September 2016
 - August 2016
- Nonpublic SEDS Point of Contact Webinar
- Orientation for LEA Data Managers
- Qlik Related Services Management Report Webinar
- Teacher Shortage Areas and Teacher and Principal Evaluation Data Collections



Professional Development Opportunities

Teaching and Learning Professional Development Calendar

http://osse.dc.gov/service/specialized-education-trainings

November 2016 Sun Tue Wed Thu Fri Sat Mon RSP SEDS Train-the-Trainer ELs in the Math Classroom Book Study 6 8 Q 10 11 12 Holiday DC STEM Summit "STEM in the City" 13 14 18 19 15 16 17 ACCESS Test Prep ELs in the Math Classroom ACCESS Test Prep LEA Sped POC SY 2016-17 School Monthly Webinar Book Study Based Medicaid Reimbursement Training 20 21 22 23 24 25 26 Holiday 27 28 29 30 LEA Institute: It Nonpublic SEDS POC Webinar Takes a City



- 1. I had a positive experience in this training.
- 2. Overall this was an effective training.
- 3. Please rate the overall course content and training materials.
- 4. Please rate the presentation of materials by the trainer.
- What were the strengths of this session? How could this session be improved? (e.g., time, location, materials, resources provided, training format, etc.) (Type your answer in the chat box)
- What additional training or professional development do you need to strengthen your practice? (Type your answer in the chat box)



OSSE Nonpublic Monitoring Unit Contact Information:

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www.osse.dc.gov

Please submit any additional questions to OSSE via the OSSE Support Tool or to OSSE.DARtraining@dc.gov



Next Monthly Webinar:

Wednesday, Jan. 18, 2017

Main Topic: PARCC, NGSS, and MSAA Accommodations