

## 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



## Webinar Training for Nonpublic Points of Contact

Jan. 25, 2017

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



## Agenda

- 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



## Poll Question 1

What is your current role relating to Nonpublic Points of Contact? Select ALL that apply:

- A. I am the Nonpublic SEDS POC for OSSE
- B. I am the Nonpublic POC 1 or 2 for OSSE
- C. I am a Nonpublic leader that oversees programs
- D. I am directly involved with compliance for DC students
- E. I am a service provider at a Nonpublic program



## Poll Question 2

Currently, how many students enrolled in a District of Columbia LEA attend your nonpublic program?

- A. 0 students
- B. 1 to 5 students
- C. 6 to 20 students
- D. 20 to 50 students
- E. Over 50 students



## Poll Question 3

How many DC LEAs currently have students placed in your program?

- A. My nonpublic does not currently serve DC students
- B. Students from DCPS only
- C. Students from 1 to 3 LEAs
- D. Students from 4 to 8 LEAs
- E. Students from 9 or more LEAs



## Discussion and Group Norms

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



## Objectives

#### 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



## Overview of the LEANonpublic Relationship



## 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 Monitoring Reporting Responsibility (e.g., Incident, IEP Meeting Follow-up)

Correcting Student-level Noncompliance

Scheduling and Convening IEP Meetings

Attendance Intervention Planning

**Quarterly Progress Reporting** 

Conducting Triennial Evaluations

Related Service Delivery 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 concerns or incidents	Investigating issues regarding health & safety of any DC student	Ensuring student safety
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	Working with LEA to facilitate
least restrictive environment	process of facilitating	students transitioning to LRE
(LRE) for each student	students' transition to LRE	Students transitioning to LIVE



# 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



## MOA Development: Areas to Consider

#### Other areas to consider:

- Nonpublic SEDS POC & LEA SEDS POC Collaboration
- Orientation, Data Systems Access & Training for New LEA & Nonpublic
   Staff throughout the year



## Effectively Implementing the MOA: Process Tips



### **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



## Plans for Challenges

- 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.



## Case Study Analysis

- 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?

## Case Study

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## Case Study Analysis

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
- Missing incident report forms
- No related services service tracker documentation

## 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



## Example MOA



## **Example MOA**

#### **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.



## 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 DC Child and Family Services Agency	Date	
NAME	Date	

Agency Director or Designee





## Announcements & Reminders



## Nonpublic Access to SEDS

- 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.
  - The NP SEDS POC should always use the OSSE Support Tool for this request. Make a separate request for each staff member.
  - 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.



## Nonpublic Access to Students

- 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 access to ALL of the LEAs that have students placed in your nonpublic program).



### OSSE Support Tool - Ticket Submissions

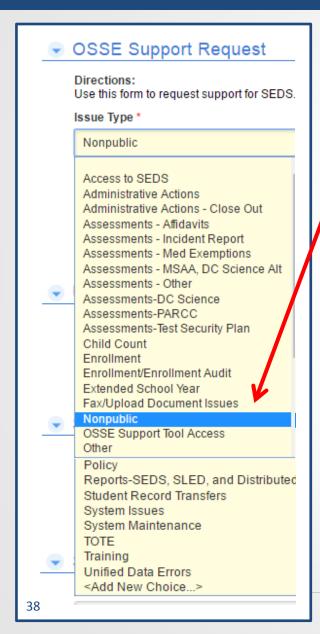
**REMINDER:** For issues that affect **specific students**, do NOT use the OSSE Support Tool.

NP SEDS POCs should contact the LEA Special Education POC directly to request assistance.

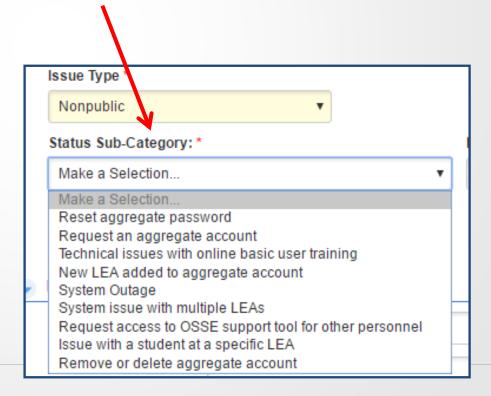
If issue remains unresolved, it is the **LEA SE POC's** responsibility to submit ticket to OSSE Support Tool.



## OSSE Support Tool – Ticket Submissions

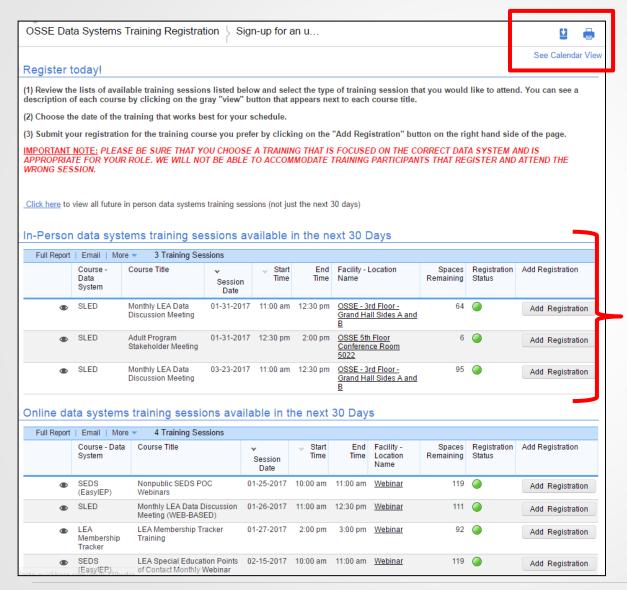


- NP SEDS POC should always select 'Nonpublic'
   as the Issue Type.
- Use the Sub-Category menu to select the type of request you need assistance with.





## **OSSE Data System Trainings**



Upcoming SEDS trainings will always be advertised on the OSSE Data Systems
Training Registration page:
<a href="https://octo.quickbase.com/db/bj339wdcr">https://octo.quickbase.com/db/bj339wdcr</a>.

Not all trainings are applicable for Nonpublics.

SEDS Train-the-Trainer and Related Service Provider SEDS Train-the-Trainer inperson sessions will be added here for March 2017.

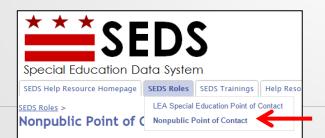


## **OSSE Data System Trainings**

OSSE uses the Data System
Training Team's site to archive recordings and materials from past trainings for NP SEDS POCs.

http://osse.dc.gov/service/tech nical-assistance-support-andtraining-education

The <u>SEDS Resource Site</u> will also continue to archive training and technical assistance resources for NP SEDS POCs.



#### 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
  - January 2017
  - December 2016
  - November 2016
  - October 2016
  - September 2016
  - August 2016
- Next Generation Assessments SLED Navigation Guidance
- Nonpublic SEDS Point of Contact Webinar
  - November 2016
  - September 2016



## District of Columbia Statewide Assessments

Assessment	Standards Alignment	Students Assessed
PARCC ELA/Literacy	ELA Common Core State Standards (CCSS)	Grade 3 – High School
PARCC Mathematics	Mathematics Common Core State Standards	Grades 3 – 8, Algebra I & II, Geometry
Multi-State Alternate Assessment (MSAA)	Alternative Achievement Standards based on Math and ELA CCSS	Students with significant cognitive disabilities who meet eligibility requirements
DC Statewide Science Assessment	Next Generation Science Standards (NGSS)	Grade 5, Grade 8, H.S. Biology
DC Statewide Science Alternate Assessment (portfolio)	Alternative Achievement Standards based on NGSS	Students with significant cognitive disabilities who meet eligibility requirements
DC Health and Physical Education Assessment	DC Health Education Standards and Physical Education Standards	Grade 5, Grade 8, High School
WIDA ACCESS for ELLs 2.0	WIDA English Language Development (ELD) Standards	English Learners (ELs)



### 2016-2017 Assessment Schedule

#### 2016-17 NGA Assessment Schedule

Test	2017 Dates
NAEP	Jan. 30 - March 10
WIDA ACCESS	Feb. 27 - April 25
MSAA	March 27 - May 12
DC Health and Physical Education	April 3 - June 16
PARCC Window 1	April 10 - May 26*
PARCC Window 2	April 24 - June 5
DC Science	April 24 - June 9

\*accounts for five days of school vacation (spring break)

**Note:** Health Assessment administered by the OSSE Division of Health & Wellness, not the OSSE Statewide Assessment Team



### **Assessment Accommodations**

- Resources for accommodations for statewide assessments are housed on OSSE's Testing Accommodations page: <a href="https://osse.dc.gov/service/testing-accommodations">https://osse.dc.gov/service/testing-accommodations</a>.
- For questions about statewide assessments: <u>OSSE.Assessment@dc.gov</u>.
- Webinar training on 2017 accommodations archived here:

#### **Testing Accommodations**

2016-17 School Year Testing Accommodation Resources

- Introduction to 2017 Assessment Accommodations and Accessibility Features
- 2017 Assessment Accommodations for Students with Disabilities

2015-16 School Year Testing Accommodation Resources

- 2016 Assessment Accommodations for Special Populations Webinar Series
- 2015-16 Testing Accommodations Manual: Part 1
- 2015-16 Testing Accommodations Manual: Part 2
- LEA Memo on School Year 2015-2016 SEDS Release
- School Year 2015-2016 SEDS Release: Guide to Understanding the Changes
- 2015-2016 OSSE Testing Accommodations SEDS Crosswalk
- Summary of Items for School Year 2015-2016 SEDS Release
- Preparing for the School Year 2015-2016 SEDS Release



## Survey Evaluation (Live Poll Questions)

- 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.
- 5. 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)
- 6. What additional training or professional development do you need to strengthen your practice? (Type your answer in the chat box)



### **Contact Information**

## OSSE Nonpublic Monitoring Unit Contact Information:

Dr. Edgar Stewart

Edgar.Stewart@dc.gov

**Sharon Powell** 

Sharon.Powell@dc.gov

Alison Losey

Alison.Losey@dc.gov

Erik Lund

Erik.Lund@dc.gov

Cherri Pope

Cherri.Pope@dc.gov

#### **GET SOCIAL**

- f facebook.com/ossedc
- witter.com/ossedc
- youtube.com/DCEducation
- www.osse.dc.gov

## Compliance, monitoring, or MOA questions: Edgar.Stewart@dc.gov

SEDS access, issues, or questions:
Submit request via the OSSE Support Tool or OSSE.DARtraining@dc.gov



Next Bimonthly Webinar for Nonpublic SEDS POCs:

Wednesday, March 22, 2017