EXERCISE OF OPTION YEAR ONE TO THE MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS (DOC), THE SEE FOREVER FOUNDATION, AND DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

RELATED TO:
EDUCATIONAL SERVICES FOR PRETRIAL RESIDENTS INCARCERATED AT DOC DETENTION FACILITIES

The Memorandum of Agreement related to Educational Services for Residents Incarcerated at DOC Detention Facilities, signed December 20, 2023, was entered into between the District of Columbia Department of Corrections (DOC), The See Forever Foundation, and District of Columbia Office of the State Superintendent of Education ("OSSE"), collectively referred to herein as the "Parties." The Parties now exercise their option to extend the MOA for a period of one year as provided for in Section desire to modify the MOA as follows:

I. **Title** is hereby modified to:

MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS (DOC), THE SEE FOREVER FOUNDATION, AND DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE) RELATED TO: EDUCATIONAL SERVICES FOR RESIDENTS INCARCERATED AT DOC DETENTION FACILITIES

II. **Section III. Service Delivery Responsibilities of Each Party** is hereby modified to state the following under B.1.r.:

Ensure that MAA will provide make up classes and instruction within a reasonable time frame when class is cancelled or missed, except where the student has declined or refused such instruction.

III. **Section VI. Effective Date, Duration, and Renewal of MOA** is hereby modified to state as follows:

The Parties exercise option year one of the MOA. This MOA shall be effective from August 5, 2024 through August 4, 2025. The duration of this MOA shall be for this entire term unless terminated in writing by one or more of the Parties pursuant to Paragraph XI below.

This MOA may be renewed for up to 4 additional terms by agreement of all Parties as long as such a renewal is reduced to writing, for a period not to exceed each fiscal year and is attached to the fully executed original of this MOA.

IV. All other terms and conditions of the MOA shall remain the same.

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IN WITNESS WHEREOF, the Parties hereto have executed this exercise Option Year One to the MOA as follows:

	10/4/2024
Clarisse Mendoza Davis, Chief Executive Officer **See Forever Foundation**	**Date**
	9/25/2024
Thomas Faust, Director **District of Columbia Department of Corrections**	**Date**
	09/13/2024
Antoinette S. Mitchell, Ph.D., Interim State Superintendent **Office of the State Superintendent of Education**	**Date**

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MEMORANDUM OF AGREEMENT
BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS (DOC),
THE SEE FOREVER FOUNDATION, AND
DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

RELATED TO:
EDUCATIONAL SERVICES FOR PRETRIAL RESIDENTS
INCARCERATED AT DOC DETENTION FACILITIES

I. INTRODUCTION AND PURPOSE

The District of Columbia Office of the State Superintendent of Education ("OSSE"), the District of Columbia Department of Corrections ("DOC"), and the See Forever Foundation/Maya Angelou Academy at DC DOC ("Maya Angelou Academy" or "MAA at DOC") enter into this Memorandum of Agreement ("MOA") to ensure that special education instruction and related services are provided to eligible students within the custody of DOC with the goal of ensuring that required educational services are provided to these individuals pursuant to the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*), and implementing regulations of these laws.

The purpose of this MOA is to improve educational outcomes by minimizing disruption in the provision of general and special education services during the detainment and/or incarceration of young adults beyond compulsory school age[1] who are eligible to receive such services pursuant to IDEA and who are housed at the Central Detention Facility ("CDF") and the Correctional Treatment Facility ("CTF") (collectively, "DOC facilities"). Certain residents/scholars are entitled to the opportunity to receive special education services[2] while at a DOC facility if they are

[1] Pursuant to 34 CFR 300.102(a)(2)(ii), 5A DCMR 3001.4 and by agreement in this MOA, a child with a disability shall remain eligible for special education and related services through the end of the semester the child turns twenty-two (22).

[2] *Special education*, as defined in 20 U.S.C. § 1401(29), is specifically designed instruction, at no cost to the parent, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education.

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between the ages of 18 and 22.[3][4][5] Such residents/scholars are referred to throughout this MOA as "eligible residents/scholars."[6]

The provision of general and special education services at DOC facilities will be accomplished by:

A. facilitating the prompt transfer of records,
B. requiring continued coordination and involvement by representatives of DOC and Maya Angelou Academy,
C. monitoring the delivery of special education services,
D. meeting special education needs, and
E. providing notices of education services and other required documentation to eligible residents/scholars.

Collectively, the entities will be referred to herein as the "Parties" and individually as "Party."

II. PARTIES TO THE AGREEMENT

The Parties to this MOA agree that each participating entity is responsible for the duties and obligations set forth herein.

A. See Forever Foundation/Maya Angelou Academy

The See Forever Foundation (SFF or See Forever) is the recipient of a sole source contract with the D.C. Department of Corrections (DOC) to provide special education services within the DOC facilities. See Forever is providing these services by operating the Maya Angelou Academy at D.C. Department of Corrections (MAA@DOC, MAA, or Maya Angelou Academy). Maya Angelou Academy shall agree, through this MOA, to provide special education instruction and related services that align with federal and District education requirements and the requirements outlined in each student's Individualized Education Program (IEP). Maya Angelou Academy will hire and manage staff to perform instructional/related services, administrative services, and data management to oversee DOC's special education program for residents/scholars with disabilities and will coordinate with the DOC to ensure the program meets residents/scholars instructional needs and complies with federal and District policies.

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[3] Pursuant to 34 CFR §300.102(a)(2)(ii), 5A DCMR §3001.4 and by agreement in this MOA, the opportunity to receive special education services while at a DOC facility extends to those students aged 18-22 who, in their last educational placement prior to incarceration in a DOC facility had been identified as a child with a disability and who (i) had received services in accordance with an IEP but who left school prior to being incarcerated or (ii) did not have an IEP in their last educational setting but who had been identified as a child with a disability.

[4] If a student turns twenty-two (22) years of age during the Summer Term, the student shall remain eligible for special education and related services through the end of the Summer Term.

[5] If a student turns age twenty-two (22) and is nearing graduation, but the student's IDEA eligibility has ended, at the discretion of the LEA at the DOC Facilities, the student may be permitted to continue their education at the High School at the DOC Facilities until graduation.

[6] Pursuant to U.S. Department of Education guidance (August 19, 2003 *Letter to Yudien* and December 5, 2014 Dear Colleague Letter), 34 C.F.R. § 300.102(a)(2)(i), and 5E DCMR 3002.2(a), there is no child find/FAPE obligation on the part of the District with regard to incarcerated adults 18-22 years of age who have not previously been identified for special education services.

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Maya Angelou Academy is not responsible for the administration or delivery of adult basic education services provided by DOC as referenced in subsection B.

B. DOC

DOC is the District of Columbia correctional agency responsible for adult correctional institutions located in the District of Columbia, including Central Detention Facility (CDF) and Central Treatment Facility (CTF). The mission of the DOC is to provide a safe, secure, orderly and humane environment for confinement of residents/scholars, while affording those in custody meaningful rehabilitative opportunities that will assist them with constructively re-integrating into the community. The majority of residents/scholars in DOC facilities are awaiting adjudication of cases or are sentenced for misdemeanor offenses. The DOC has contracted with Maya Angelou Academy to provide special education instruction and related services pursuant to FAPE that comply with the Individuals with Disabilities Education Act (IDEA). The DOC shall monitor the contractor's education program for compliance in accordance with the Settlement Agreement and Release in *Charles H., et al. v. District of Columbia*, D.D.C., Civ. No. 1:21-cv-00997 (CJN) ("*Charles H.*").

For purposes of general education, DOC provides adult basic education ("ABE")[7]/adult secondary education (ASE), general education diploma ("GED")[8] preparation programs, Career and Technical Education (CTE), Postsecondary Education (PSE), and other educational supports, as needed, for adult detainees at DOC facilities who are not governed by this MOA. These programs are not governed by this MOA. For purposes of special education, DOC is a public agency under the IDEA and its regulations. 34 C.F.R. § 300.2(b)(1)(iv).

C. OSSE

OSSE is the District of Columbia state education agency ("SEA") with responsibility for performing the functions of an SEA under applicable federal and local laws, including grant-making authority, oversight and SEA functions for standards, assessments, and federal accountability requirements for elementary and secondary education (D.C. Official Code §38-2601 *et seq.*). In accordance with Part B of the IDEA, OSSE is responsible for ensuring that a free appropriate public education (FAPE) is made available to eligible children with disabilities, and that all such programs administered by other District of Columbia entities are under OSSE's general supervision and meet District of Columbia educational standards (20 U.S.C. § 1412 (a) (11)).

D. Points of Contact

All Parties will identify the specific individual(s) responsible for implementing the obligations defined within this MOA. This information will be reviewed and updated as necessary using a *Point of Contact Addendum Notification* to ensure that internal and external stakeholders are provided with relevant program and contact information. All Parties shall publish the *Point of*

[7] *ABE* is defined as a planned program of basic school subjects for adults.
[8] *GED* is defined as a course of study to obtain a universal alternative to a traditional high school diploma.

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Contact Addendum Notification along with the most current MOA on their respective websites. The information will be updated on an annual basis.

III. SERVICES DELIVERY RESPONSIBILITIES OF EACH PARTY

A. Responsibilities of OSSE

OSSE shall:

1. Ensure education services are delivered in accordance with the IDEA and applicable local law, to eligible residents/scholars at DOC facilities by:

    a. Scheduling meetings with DOC and their provider not less than four times a year, and more often as needed, to discuss the delivery of special education services and coordination of activities consistent with this MOA.
    b. Incorporating the Department of Corrections into OSSE's system of IDEA Part B monitoring of LEAs. For IDEA reporting purposes, eligible residents/scholars committed to DOC and enrolled at Maya Angelou Academy at D.C. Jail will be reported under the compliance rates for Department of Corrections.

2. OSSE shall monitor for IDEA compliance in accordance with the requirements set out in the *Charles H* settlement agreement.

B. Responsibilities of DOC

1. For the purpose of this MOA, DOC shall work collaboratively with Maya Angelou Academy, the contracted provider to ensure the provision of special education services to eligible residents/scholars housed at DOC facilities and enrolled in Maya Angelou Academy pursuant to their IEPs. This includes, but is not limited to

    a. Ensuring that students attending Maya Angelou Academy are escorted to their educational program in accordance with their prescribed schedule.
    b. Providing designated classroom(s) for the Maya Angelou Academy, including providing designated classrooms for general and special education instruction, in-person or synchronous, for residents/scholars in restrictive housing. DOC shall also provide an area for instruction of any residents/scholars housed in special medical or disability units located in DOC Facilities. These classroom areas are to be utilized for instruction based on considerations of safety for students and staff.
    c. Ensuring, to the extent feasible, that appropriate educational services are delivered to all enrolled residents/scholars in restrictive housing that are unable to attend the designated classroom areas due to security concerns.
    d. Ensuring that at least one DOC security officer is stationed close enough to any designated educational area to immediately respond to any security threats to Maya Angelou Academy staff or other individuals present during instruction.
    e. Providing sufficient space for Maya Angelou Academy staff to conduct re-evaluations, assessments, and deliver related services. Restrictive housing units will

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have appropriate space for the provision of in-person special education consistent with the safety, security, and order of the facility.

f. Providing sufficient office and planning space at DOC facilities for Maya Angelou Academy teachers and administrators to perform their administrative and educational responsibilities pursuant to this MOA.
g. Responding to and defending against due process complaints brought against Department of Corrections pursuant to IDEA regarding the provision of special education services at DOC facilities to eligible residents/scholars and make reasonable efforts where necessary to resolve state complaints or other initiated legal actions regarding the provision of education services to eligible residents/scholars under this MOA.
h. Providing forty (40) hours of Pre-Service Training for all new Maya Angelou Academy school Staff and forty (40) hours of In-Service Training for all Maya Angelou Academy school personnel working with residents/scholars in accordance with DOC policy and American Correctional Association ("ACA") standards. This training shall be required prior to any Maya Angelou Academy school personnel contact with residents/scholars. DOC will make this training readily available as the education provider hires and onboards new staff.
i. Providing Maya Angelou Academy appropriate school staff with access to DOC's computer data system in order to retrieve reports (*e.g.* listing of residents less than 23 years of age, residents transferred to another institution and residents released). DOC shall also provide the designated Maya Angelou Academy personnel with training on pertinent software.
j. Providing Maya Angelou Academy with a copy of each day's report containing demographic information regarding all students committed and housed at DOC facilities. The report will be sent each morning by 8:00 a.m. to the Principal or designee.
k. Cooperate with school staff to implement the special education handbook.
l. Ensuring public agency level Data Management responsibilities are met, to include assisting SFF and school staff with data submissions required by various city agencies.
m. Allow school staff to bring in necessary technology for administering the educational program.
n. These technology items will be allowed into the facility subject to DOC safety and security search procedures and pursuant to an Access Memorandum, which is approved and signed by the Deputy Warden or his/her designee;
o. Upon the execution of the Access Memorandum, DOC entrance staff will honor the terms of the Access Memorandum and allow the items set forth therein to enter DOC facilities;
p. Provide the space, staff, devices, technology, and/or tools necessary to effectuate the MOA;
q. Ensure that all students receiving Virtual Instruction are receiving it on an individual rather than a shared device unless the shared device is a large, interactive monitor;

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r. Ensure that MAA will provide make up classes and instruction when class is cancelled or missed;
s. Ensure that MAA makes up any missed related services within a reasonable time frame.

2. In collaboration with Maya Angelou Academy, ensure that DOC meets its obligations under the IDEA to ascertain all eligible residents/scholars upon their arrival at DOC facilities. This includes, but is not limited to:

a. Notifying all residents/scholars who qualify for special education under the IDEA during the intake process about the services that are available.
b. Identifying students eligible for special education and related services by carrying out the following:
   i. DOC will notify Maya Angelou Academy before and any time they change the length of stay on the intake unit and make reasonable efforts to ensure students are placed on units specifically designed for high school educational programs.
   ii. On a daily basis, DOC will provide Maya Angelou Academy with a census of new students up to the age of 24 years of age. At minimum, this census will include full name, DOB, last school attended. Maya Angelou Academy will take this information and triangulate it with other data sources to determine eligibility and if it is appropriate to make an offer of FAPE.
   iii. Maya Angelou Academy will visit the intake unit to meet with potential students at least 3 times a week.
   iv. Once Maya Angelou Academy has made an offer of FAPE and the student has elected to enroll, Maya Angelou Academy will notify DOC for unit placement decisions.
   v. DOC will create a special education screening process to be conducted by Maya Angelou Academy staff to appropriately identify all eligible residents/scholars up to the age of 22 in DOC intake unit(s), including students with extended eligibility per paragraph 106 in the *Charles H* Settlement Agreement
   vi. Notify residents that special education services are available to eligible residents/scholars by outlining the process for acquiring special education services in the Inmate Handbook received upon entry in DOC.

C. Responsibilities of Maya Angelou Academy at DC DOC Facilities

1. Maya Angelou Academy shall:

a. Ensure a full school day is at least 6 hours;
b. Be responsible for the development and provision of education services to eligible residents/scholars, including those in restrictive housing, administrative segregation, and those with disabilities, at DOC facilities. This includes, but is not limited to:

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i. Providing general and special education services to eligible residents/scholars in accordance with their Individualized Education Plans (IEPs)[9], to the maximum extent possible, in a manner that affords all eligible residents/scholars the opportunity to obtain a standard Maya Angelou Academy diploma or IEP certificate of completion.
ii. Designating a school staff member or members to conduct initial school enrollment and withdrawal activities.
iii. Conducting transcript analysis upon receipt of a student's previous academic records and/or entrance into the school's student information system to ensure proper course enrollment.
iv. Providing DOC's Education Administrator with a daily student roster of all enrolled residents/scholars.
v. Determining a beneficial method of assigning grades/credits to the student based on performance in course work in the program, issuing report cards, and conducting student conferences, including education decision makers.[10]
vi. Scheduling and participating in all IEP team[11] meetings for eligible residents/scholars. Maya Angelou Academy will provide timely notice to required participants for upcoming IEP meetings.
vii. Conducting annual IEP reviews, triennial reevaluations, and assessments in accordance with the timeframes set forth in applicable federal and local laws and regulations.
viii. Providing a copy of the Maya Angelou Academy Special Education Handbook (Maya Angelou Academy Sped Handbook) upon request, which includes specific duties and responsibilities for Maya Angelou Academy staff members, applicable local and federal timelines for assessments, and the delivery of special education services and related compliance measures.
ix. Administering the applicable District of Columbia state-wide assessment(s) to each student.
x. Regularly reviewing student performance data to determine whether the student is receiving all educational services to which the student is entitled.
xi. Providing appropriate personnel for each applicable fiscal year for the delivery of general and special education services to eligible residents/scholars.
xii. Providing training/professional development opportunities to special education teachers, general education teachers, education aides, and related service providers to meet the needs of students with disabilities at DOC facilities.

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[9] *IEP* is defined as a written plan for each child with a disability that is developed, reviewed, and revised in accordance with 20 U.S.C. § 1414(d). 20 U.S.C. § 1401(14).

[10] In accordance with DC Official Code § 38-2573.01, upon transfer of rights at age 18, adult students may elect to engage in supported decision making, or an adult may be appointed to represent the education interest of a student who has been determined to not have the ability to provide informed consent.

[11] *IEP team* is defined as a group of individuals composed of: (a) the parents of the eligible scholar (or if the scholar has reached 18 years of age, the scholar); (b) where the scholar receives general education services, at least one general education or adult education (ABE/GED or vocational) teacher; (c) at least one special education teacher, or if appropriate, at least one special education provider of the scholar; (d) a representative of the LEA; (e) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team specified in (a) through (d) of this section; (f) other individuals, at the discretion of the parent/student or the LEA, who have knowledge or special expertise regarding the scholar, including related service personnel, if appropriate, and (g) the scholar with a disability, if appropriate. (20 U.S.C. § 1414(d)(B)).

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xiii. Assisting DOC in planning for the provision of special education services to students unable to attend Maya Angelou Academy classes, either synchronous or in person, due to security concerns or hospitalization.
xiv. Providing OSSE with information on service delivery to support the reporting requirements in the Court's Order in *Charles H.*, dated June 16, 2021, and the *Charles H.* Settlement Agreement.

2. Pursuant to this MOA, in collaboration with DOC, Maya Angelou Academy shall take the following steps for all the eligible residents/scholars, including those in restrictive housing, administrative segregation, and those with disabilities, upon their arrival at DOC facilities. This includes, but is not limited to:

   a. On a daily basis, obtain from DOC electronically transmitted pdf copies of all available *Education Program Student Enrollment Referral Forms* generated on that day for each resident. DOC will provide access to these forms in accordance with this MOA.
   b. Designate Maya Angelou Academy staff responsible for consulting the daily census to locate eligible students.
   c. Use the enrollment information provided by DOC to conduct a search in the DC education database, to identify residents/scholars who are eligible for special education services.
   d. For residents/scholars who do not have an education record file in the DC education system of record, use reasonable efforts to contact the residents/scholars' last known school or parent/guardian to inquire about prior special education eligibility.
   e. For residents/scholars for whom information regarding previous eligibility cannot be obtained through the DC education system of record or efforts to contact last known school or parent/guardian, request any additional known information from the DOC case manager regarding previous eligibility.
   f. Interview residents/scholars identified as eligible for special education services in order to obtain further relevant information regarding prior special education services received and to discuss whether they desire to continue their special education services.
   g. On a weekly basis, provide DOC a roster of eligible residents/scholars who have requested the provision of special education services and notify DOC of any previously eligible students who have declined special education services.
   h. Collaborate with DOC on any particular issues that arise obstructing any of the above requirements to ascertain eligible residents/scholars. If the matter cannot be resolved, Maya Angelou Academy shall contact OSSE for technical assistance and support in resolution, as appropriate.
   i. Provide general and special education services per the student's IEP. The IEP team will review and revise IEPs for eligible students as necessary whenever a resident is placed on restrictive housing.
   j. In collaboration with DOC security staff, document any denial of service based on security, mental health, or health concerns by the contractor or DOC staff or refusal of services by students.
   k. Submit the daily attendance report to the CCR Administrator describing Maya Angelou Academy at D.C. Jail student absences due to security, mental health, physical health, or student refusal.

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l. Work with education and operational staff to resolve student attendance issues.
m. Implement and adhere to a multi-tiered approach to promote positive social, emotional, and behavioral support for students to include:
    i. Clearly defined and communicated classroom/program rules and expectations;
    ii. Appropriate examples of desired behaviors taught, modeled, and affirmed; and
    iii. Consistent and early use of research and evidence-based interventions.

3. Pursuant to this MOA, in collaboration with DOC, Maya Angelou Academy shall ensure that it complies with the following guidelines:

    a. Participate in forty (40) hours of Pre-Service Training for all new staff and forty (40) hours of In-Service Training for all personnel working with residents in accordance with DOC policy and American Correctional Association ("ACA") standards. This training will be required prior to any personnel contact with residents/scholars.
    b. Ensure that staff submit the requisite documentations and protocols of the DOC mandated clearance process.
    c. To the extent feasible, ensure that students escorted to Maya Angelou Academy by DOC staff attend educational programming in accordance with their prescribed schedule.
    d. To the extent feasible provide appropriate educational services to all enrolled residents in restrictive housing, administrative segregation that are unable to attend the designated classroom areas due to health or security concerns.
    e. Utilize DOC's data system in order to retrieve reports (e.g. listing of residents less than 23 years of age, residents transferred to another institution and residents released) and participate in any required training pertaining to the software.
    f. Follow all applicable local and federal timelines for assessments, for the delivery of special education services, and accountability measures.
    g. Coordinate, manage and provide special education teachers, general education teachers, education aides for classroom instruction, and service providers for related services at the DOC for Maya Angelou Academy at D.C. Jail eligible students.
    h. Ensure that student education records are stored in locked and secured file cabinets located in an area that is designated by the Maya Angelou Academy Principal or CCR Education Administrator, or stored in a secure electronic format.
    i. The Maya Angelou Academy Principal, as designated by Maya Angelou Academy at the DC DOC, will collaborate with CCR Education Administrator to ensure all educational records are secured and available only for review upon authorization.
    j. Respond to all written requests submitted by DOC students enrolled in the Maya Angelou Academy program and former students to have access to academic records in accordance with the Freedom of Information Act (FOIA), the Family Educational Rights and Privacy Act (FERPA) and DOC policy.
    k. Ensuring the appropriate tracking and reporting of hours of specialized instruction and related services completed by all enrolled residents are provided to OSSE, OAG, and DOC as required.

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IV. RECORDS & CONFIDENTIAL INFORMATION

A. When appropriate, student information shall be shared, consistent with requirements imposed by federal and District of Columbia law, among Maya Angelou Academy, DOC and OSSE to ensure compliance with the MOA.
B. As the public agency, the Department of Corrections is custodian of educational records and shall be responsible for the maintenance of the educational records for all residents/scholars subject to this MOA in the appropriate database or data system, as approved by all Parties. DOC may elect to delegate the maintenance of student records to the contracted provider, so long as the contract with the provider includes the responsibility to deliver all education records to DOC at the termination of the contract.
C. The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations and policies.

The Parties shall comply with all applicable laws and regulations, including the federal and District of Columbia laws and regulations governing the privacy of education, child welfare and mental health records, as well as information protected by the Health Insurance Portability Accountability Act (HIPAA). *See e.g.*, D.C. Official Code §§ 4-1303.06 (governing child welfare records); D.C. Official Code § 7-241 *et seq.* (providing for data sharing act among District agencies); D.C. Official Code § 7-1201.01 *et seq.* (governing mental health privacy); Pub. L. No. 104-191, 110 Stat. 1936 (1996) and 45 C.F.R. Parts 160 and 164 (HIPAA and implementing regulations); 20 USC § 1232g and 34 CFR Part 99 (FERPA and implementing regulations governing the privacy of student records); and 5E DCMR §2600 et seq. (governing student records).

V. RESOLUTIONS OF DISPUTES

Disputes which arise among the Parties regarding their responsibilities and compliance under or interpretation of this agreement and the *Charles H* Settlement Agreement and Release will be brought to the attention of the entity leadership of Maya Angelou Academy, DOC, and OSSE to resolve.

Each involved Party shall designate a representative to engage in fact-finding. When necessary, the involved Parties will schedule a meeting with the Parties to discuss the issues in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

If the Parties cannot resolve the dispute within 30 days, the matter shall be referred to the City Administrator in writing for resolution. This section is not meant to replace or supersede any procedures or protections established in paragraph I.11 Disputes in the contract between See Forever Foundation and Department of Corrections.

VI. EFFECTIVE DATE, DURATION AND RENEWAL OF MOA

This MOA shall be effective ("Effective Date") from Oct. 1, 2023 through Aug. 4, 2024. The duration of this MOA shall be for this entire term unless terminated in writing by one or more of the Parties pursuant to Paragraph XI below.

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This MOA may be renewed for up to 5 additional terms by agreement of all Parties as long as such a renewal is reduced to writing, for a period not to exceed each fiscal year and is attached to the fully executed original of this MOA.

VII. MODIFICATION, REVIEW AND IMPLEMENTATION OF MOA

Modification of this MOA shall be in writing, in the form of an amendment signed and dated by authorized representatives of each of the Parties.

Parties agree to review this MOA annually, or more often if needed.

Parties agree to hold a meeting within 60 days of Oct. 1, 2023 to discuss compliance with this MOA.

VIII. AUTHORITY

This MOA is entered into pursuant to the authority granted under D.C. Official Code § § 38-172 (a- b); 38-174 (c); D.C. Official Code §§ 38-2602(b) (12) and (15); D.C. Official Code § 38-2602.01; and Part B of the IDEA, 20 U.S.C. § 1412 (a)(12) and 34 C.F.R. 300.154.

Additionally, by executing this MOA, each Party represents to the other Parties that it is authorized to enter into this MOA, that the person signing on its behalf is duly authorized to execute this MOA and that no other signatures are necessary.

IX. RESPONSIBILITY FOR THE ACTS OF THE PARTIES

The Parties to this MOA are cooperating District of Columbia government and private foundation entities. No employee or agent of any entity shall be deemed to be an employee or agent of another entity and shall have no authority, expressed or implied, to bind any other entity except as expressly set forth herein. Each Party to this MOA shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the duration of the MOA.

X. NOTICE AND OBLIGATIONS RELATING TO CONTESTED MATTERS

Any Party to this MOA named as a Respondent or Defendant in a contested matter (such as a due process complaint, state complaint or court action under the IDEA), that involves services provided to a student under this MOA, shall deliver to the other Parties, within five (5) days of notice of any such proceeding, a copy of any document relating to such matters. Each Party shall provide all relevant documents and identify and produce witnesses to address the matter.

In the event that there is a conflict between this agreement and any contract for services between the Department of Corrections and See Forever Foundation, the executed contract will prevail.

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XI. TERMINATION

Any Party may terminate this MOA any time and for any reason upon 90 days written notice via letter to all Parties, addressed to organization leadership or a designated point of contact. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

This MOA may also be terminated immediately by any Party for the following reasons:

A. Changes in applicable federal and local laws, rules, and regulations affecting the services described in the MOA;
B. Changes in a District or federal policy affecting the services described in this MOA;
C. Changes in the structure or the nature of the program or services covered by this MOA;
D. Failure of any of the Parties to comply with District and federal laws, rules, or regulations.

XII. CONSTRUCTION/ NO JOINT VENTURE OR THIRD-PARTY BENEFICIARIES

This MOA shall not be construed to create rights in any third party beneficiaires. The MOA should in no way to be construed as limiting or diminishing the responsibilities of the Parties under federal or District of Columbia law. In all instances, this MOA is to be construed to comply with the requirements for federal and District of Columbia law. Whenever used herein, as the context may require, the use of the singular shall include the plural, and the use of any gender shall be applicable to all genders.

XIII. NOTICE

Any notice required pursuant to this MOA shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed electronic mail delivery (email), facsimile or delivered personally to any Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the following addresses:

See Forever Foundation/Maya Angelou Academy:
Clarisse Mendoza Davis
Chief Executive Officer
See Forever Foundation
5600 E. Capitol St
Washington, D.C. 20019
cmendoza@seeforever.org

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DOC:
Thomas Faust
Department of Corrections
3924 Minnesota Ave.
Washington, DC 20019
Thomas.Faust@dc.gov

OSSE:
Christina Grant
State Superintendent of Education
Office of the State Superintendent of Education
1050 First Street, NE
Washington, DC 20002
christina.grant@dc.gov

XIV. ENTIRE AGREEMENT

This MOA contains the entire understanding of the Parties with respect to the 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.

XV. SEVERABILITTY

This MOA shall be deemed severable and any provision of this MOA that violates any law, statute, rule, or regulation of the District of Columbia or the United States, or is otherwise invalid or unenforceable, shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

XVI. 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.

XVII. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations,in accordance with the Anti-Deficiency Act, 31 U.S.C. §1341. The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into by the Parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the Federal Anti- Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351;(ii) the District of Columbia Anti- Deficiency Act, D.C. Official Code §§47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time,

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regardless of whether a particular obligation has been expressly so conditioned.

XVIII. PUBLICITY AND MEDIA

No Party shall issue a publicity release or conduct a media interview in connection with the activities that are the subject of this agreement without prior consent by the other Parties.

XIX. JOINTLY DRAFTED

This MOA shall be deemed to have been drafted by all Parties and, in the event of a dispute, shall not be construed against any Party on that basis.

XX. LIABILITY AND DUTY TO DEFEND

Each Party is responsible for its own conduct under this MOA, and retains all defenses including immunities available under federal and D.C. laws. No Party agrees to insure, defend or indemnify the other Parties, except as provided by separate contract between Parties.

IN WITNESS WHEREOF, this MOA shall be executed on the date and year indicated below.

DocuSigned by:
2E8EA4DE3B444C4...

12/20/2023

Clarisse Mendoza Davis, Chief Executive Officer
See Forever Foundation
Date

Thomas Faust, Director
District of Columbia Department of Corrections
12/15/2023
Date

Christina Grant, State Superintendent
Office of the State Superintendent of Education
December 13, 2023
Date

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APPENDIX A: MEMORANDUM OF AGREEMENT BETWEEN OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION AND THE DEPARTMENT OF CORRECTIONS: Educational Services for Residents Incarcerated at DOC Detention Facilities

DOC will provide OSSE with the following data for residents under the age of 24 at DOC Facilities to determine previous eligibility for special education services:

1. **Student Name (First and last)**
2. **Date of birth**
3. **Gender**
4. **USI (if available)**
5. **DOC Identification Number**

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APPENDIX B: MEMORANDUM OF AGREEMENT BETWEEN OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION AND THE DEPARTMENT OF CORRECTIONS: Educational Services for Residents Incarcerated at DOC Detention Facilities

OSSE will provide DOC, or their designee, with access to the FAPE Qlik Application.

Additionally, OSSE will provide DOC with the following data, on a continuous 12 month basis, for residents at DOC Facilities, as disclosed by DOC to OSSE under Appendix A of this agreement:

1. Student Name (First, last and middle initial)
2. Date of birth
3. Gender
4. Race & Ethnicity
5. USI
6. Home Address (city, state and zip code)
7. Statewide Assessment Data
8. Enrollment Data (current and historical)
9. Grade
10. Advanced Placement data
11. College Board Test data (e.g. SAT, PSAT, ACT)
12. ACCESS data – Limited English Proficient
13. Special Education data, including disability classification, eligibility date, and exit date