

**Exercise of Option Year One to the Memorandum of Agreement: Educational Services for
Youth Committed to and/or in the custody of the Department of Youth Rehabilitation
Services
Between
Office of the State Superintendent of Education,
The Department of Youth Rehabilitation Services, and
The District of Columbia Public Schools**

The Memorandum of Agreement: Educational Services for Youth Committed to and/or in the custody of the Department of Youth Rehabilitation Services, signed September 16, 2021, was entered into between the District of Columbia Office of the State Superintendent of Education (“OSSE”), the Department of Youth Rehabilitation Services (“DYRS”), and the District of Columbia Public Schools (“DCPS”), collectively referred to herein as the “Parties.” The Parties now desire to modify the MOA as follows:

I. **Section XVI. Duration of MOA** is hereby modified to state as follows:

The Parties exercise option year one of the MOA. This MOA shall be effective from September 17, 2022 through and including September 16, 2023 (“Term”). The MOA shall remain in effect for the duration of the Term unless terminated in writing by either Party. The Parties may renew this MOA for up to four (4) additional one (1) year terms, or any fraction thereof, by written agreement signed by all Parties prior to expiration of the Term or any subsequent term.

II. 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:

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Christina Grant, State Superintendent
Office of the State Superintendent of Education

Date: 08/25/2022

DEPARTMENT OF YOUTH REHABILITATION SERVICES



Hilary Cairns, Director
Department of Youth Rehabilitation Services

Date: 9/16/2022

DISTRICT OF COLUMBIA PUBLIC SCHOOLS



Lewis D. Ferebee, Chancellor
District of Columbia Public Schools

Date: 10-21-2022

*Note: The above MOA Signature is only valid for the Exercise of Option Year One to the Memorandum of Agreement: Educational Services for Youth Committed to and/or in the custody of the Department of Youth Rehabilitation Services Between Office of the State Superintendent of Education, The Department of Youth Rehabilitation Services, and The District of Columbia Public Schools signed by Chancellor Ferebee on 10-21-2022.

MEMORANDUM OF AGREEMENT

BETWEEN

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION,

THE DEPARTMENT OF YOUTH REHABILITATION SERVICES,

AND

THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS

RELATED TO:

**Educational Services for Youth Committed to and/or in the custody of the Department of
Youth Rehabilitation Services**

I. INTRODUCTION AND PURPOSE

The Office of the State Superintendent of Education (“OSSE”), the Department of Youth Rehabilitation Services (“DYRS”), and the District of Columbia Public Schools (“DCPS”), enter into this Memorandum of Agreement (“MOA”) regarding educational services for certain youth committed to and/or in the custody of DYRS.

The purpose of this MOA is to improve educational outcomes for youth committed to and/or in the custody of DYRS by minimizing disruption in general and special educational services during times of transition between DYRS placements by facilitating the prompt transfer of records, requiring continued coordination and involvement by representatives of DYRS and DCPS, monitoring the delivery of educational services, meeting the special education needs and providing other required accommodations to children with qualifying disabilities, and facilitating the transition of committed youth between school settings to improve outcomes and promote further schooling or employment. Additionally, the purpose of this MOA is to ensure compliance with local law applicable to children of compulsory school age including without limitation the requirements in regard to enrollment in secondary school and truancy.

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

II. POPULATION SERVED

This MOA applies to youth housed at Youth Services Center (YSC), youth housed at New Beginnings Youth Development Center (New Beginnings), and youth committed to DYRS and placed in one of the categories expanded upon in Sections VI-XII of this MOA.

III. DEFINITIONS

Awaiting placement

A status of youth that are committed to the Department of Youth Rehabilitation Services (DYRS) and awaiting acceptance to and/or physical placement in a local or out of state facility, typically a group home, a residential treatment center, a psychiatric residential treatment facility, a residential school, or a therapeutic foster home.

Confinement

Placement through order of a court in a secured and locked facility. Other out-of-home placements such as shelters, halfway houses, or treatment

facilities are generally not considered secured and locked facilities.

Certificate of Approval (COA)

A document issued by OSSE to the legal entity responsible for governing and operating a nonpublic special education school or program following a determination by OSSE that the nonpublic special education school or program meets the requirements of applicable District law and regulations, including D.C. Code § 38-2561.07 and Chapter 28, Title 5-A of the District of Columbia Municipal Regulations.

Commitment

The act or process of transferring legal custody of a child to the care of DYRS. (NOTE: After a judge determines that a child is delinquent or in need of supervision, one of the options that the judge has is to commit or transfer legal responsibility of the child to the care of the DYRS. After the commitment to DYRS, the agency will decide whether the child will be securely confined, placed in a treatment facility, placed in a community placement, or returned home; and what services the child needs.)

Community Placement

A placement option for youth who are committed to DYRS, wherein youth live in a community setting such as the youth's home, therapeutic foster home, residential school, or group home.

Days

Calendar days unless otherwise specified.

Detainment/Detention/Detain

Temporary confinement of a juvenile in a secure facility before trial. See D.C. Code § 16-2301(13). (NOTE: Detention is imposed after a judge determines that a youth must remain in custody prior to a delinquency proceeding for his/her own protection or the protection of society, or to ensure his/her appearance at the hearing. Detention for youth is different from detention for adults, both because juveniles do not have a right to bail and because youth in detention generally receive education and treatment services.)

Legal custody	The protective care or guardianship of a child that is determined by order of a court. A court order may give a custodian physical custody of a child, and may determine where and with whom the child shall live. The agency that is given legal custody has the right and duty to protect, train, and discipline the child, and the responsibility to provide the child with food, shelter, education, and ordinary medical care. Legal custody is not the same as parental rights. See D.C. Code § 16-2301(21).
Maya Angelou Academy at New Beginnings	An alternative school located within the New Beginnings Youth Development Center. New Beginnings is a correctional facility located in Laurel, Maryland, and overseen by DYRS.
Out-of-state (OOS) group homes	Group homes that are located outside of the District of Columbia, and have a Human Care Agreement (“HCA”) with DYRS to provide congregate care services to a youth in group settings.
Out of State (OOS) residential school	As used in this MOA, the term refers to a privately owned or operated institution or programs whose primary purpose is to provide educational services to students in a residential setting, and represents one of several placement options for youth who are committed to DYRS.
PRTF and/or RTC	Psychiatric Residential Treatment Facilities (PRTFs) and Residential Treatment Centers (RTCs) are residential treatment facilities that provide intensive and extensive treatment, including education, to children and adolescents with medical and/or mental health needs who require self-contained therapeutic programming in a residential setting.
Team Decision Meeting (TDM)	A meeting whose participants include the youth, his/her parents and family members, other support person in the youth’s life, service providers, community representatives, and the DYRS caseworker, whose purpose is to come together

every 90 days to create a plan for every youth committed to DYRS; and the sharing and reviewing of information which relates to the youth, including but not limited to: education, safety, functioning of the family, strengths, challenges, placement, goals, and mental health treatment. The goal is to reach a consensus on decisions regarding the youth. TDM allows everyone involved to have a voice and understand the basis for decisions.

Out of State (OOS) Therapeutic Foster Homes (TFH) An out of state licensed foster home with a parent, or parents, trained in therapeutic intervention concepts, under contract with an a licensing agency that has a Human Care Agreement (“HCA”) with DYRS to provide home-like services.

Youth Students of compulsory age and/or between the ages of 18 and 22 with an IEP.

Youth Services Center (YSC) A correctional facility for detained youth awaiting adjudication and/or disposition by the courts that is located in Northeast DC. Within YSC there is an alternative school. The school is designed to meet the needs of students who are currently detained by the juvenile justice system regardless of academic career history and current academic standing. For the purpose of this MOA, YSC will refer to the alternative school located in the secure facility. DYRS is the State/Public Agency responsible for the delivery of educational services at YSC.

IV. PARTIES TO THIS AGREEMENT

A. OSSE

OSSE is the District of Columbia state education agency (SEA) responsible for performing the functions of an SEA under applicable federal law, 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 Title I, Part D of the Elementary and Secondary Education Act, as amended, (20 U.S.C. § 6421 *et seq.*), OSSE is responsible for ensuring that District of Columbia agencies with

responsibility for providing a free public education to delinquent youth comply with all applicable statutory and regulatory requirements. (20 U.S.C. § 6434(a)(2)(D)(i).) In accordance with Part B of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 *et seq.*), 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 agencies are under OSSE's general supervision and meet District of Columbia educational standards. (20 U.S.C. § 1412(a)(11).)

B. DYRS

DYRS is the District of Columbia juvenile justice agency and administers detention, commitment and aftercare services for youth committed to DYRS' legal custody. DYRS is responsible for providing youth in its custody with food, shelter, education and ordinary medical care. (D.C. Official Code §§ 16-2320(c)(2), 16-2301 (21)(C), and 2-1515.01 (5)(A).) DYRS provides temporary secure custody for detained youth at the YSC. DYRS has an agreement/contract with a service provider for provision of educational services for youth detained at YSC. DYRS is the public agency responsible for making FAPE available for youth detained at YSC. DYRS also provides temporary secure custody for detained youth at New Beginnings. DYRS is the public agency responsible for making FAPE available for youth detained at New Beginnings for all purposes except for determining educational placement and location of services after discharge from New Beginnings. DYRS is also responsible for ensuring committed youth are enrolled in school while placed in the community.

C. DCPS

DCPS is the local educational agency ("LEA") in the District of Columbia with responsibility for providing elementary and secondary education services to children of compulsory school age who enroll in DCPS. (See D.C. Official Code § 38-171.) When timely notified by DYRS of placement, as a result of this MOA, DCPS agrees to serve as the LEA for all youth committed to DYRS who are placed in RTCs, PRTFs and OOS residential schools.

D. POINTS OF CONTACT

All Parties will identify the specific individuals 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. OSSE shall publish on its website the Point of Contact Addendum Notification along with the most current MOA.

V. COMPULSORY EDUCATION AND ENROLLMENT

A. Compulsory Education Requirements

Every parent, guardian, or other person, who resides permanently or temporarily in the District during any school year and who has custody or control of a minor who has reached the age of 5 years or who will become 5 years of age on or before September 30th of the current school year, shall place the minor in regular attendance in a public, public charter, independent, private, or parochial school, or in private instruction during the period of each year when the public schools of the District are in session. This obligation of the parent, guardian, or *other person having custody or control of the minor* extends until the minor reaches the age of 18 years or graduates with a regular diploma prior to such age. (D.C. Official Code § 38-202)(emphasis added).

B. Enrollment in School

Commitment of a youth of compulsory school age to the custody of DYRS includes the legal authority and responsibility of DYRS to provide for the education of the youth, which includes enrolling the minor youth in school. Commitment of a minor youth to DYRS, however, does not extinguish a parent's educational rights, and DYRS shall work cooperatively with parents to ensure that a minor youth is enrolled in school. If not already enrolled at the time of commitment. However, in the case that a parent has not enrolled a minor youth in school within five (5) school days of commitment to DYRS, a DYRS placement change returning the youth to the community, or the beginning of a school year, DYRS shall exercise its authority to enroll the youth in school.

All youth housed at the YSC will be enrolled, by DYRS, in the school at YSC within five (5) days of arrival.

All youth housed at New Beginnings will be enrolled, by DYRS, in the school at New Beginnings within five (5) days of arrival.

DYRS shall have responsibility for enrolling committed youth placed in OOS group homes and TFH within five (5) days of arrival. It is expected that these youth will be enrolled in the local school district in which the OOS group home or TFH is located.

For minor youth placed in an OOS RTC, OOS PRTF, or OOS RS, a parent in collaboration with DYRS may maintain or enroll a minor youth in DCPS or a public charter school. If a minor youth is not enrolled in DCPS or a public charter school at the time of placement in an OOS RTC, OOS PRTF, or OOS RS, DCPS shall enroll the youth in DCPS in accordance with the terms of this MOA.

VI. EDUCATIONAL SERVICE DELIVERY AT NEW BEGINNINGS YOUTH DEVELOPMENT CENTER

A. OSSE shall:

1. Ensure FAPE is made available to youth housed at New Beginnings consistent with the terms of this MOA, and consistent with the IDEA.
2. Schedule meetings with DYRS and DCPS no less than once a year but more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA.

B. In order to deliver quality educational services to all youth falling within the terms of this MOA, and receiving educational services at New Beginnings, DYRS shall:

1. Ensure a FAPE is made available to youth housed at New Beginnings consistent with the terms of this MOA and consistent with applicable federal laws.
2. Ensure the provision of a free public education in accordance with District of Columbia curriculum and accountability standards and Title I, Part D of the Elementary and Secondary Education Act, as amended, including without limitation the requirement that children shall be enrolled in educational programming for at least 20 hours per week under the care and instruction of teachers and other staff with requisite training.
3. For enrolled students who qualify as eligible for services under the IDEA, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or the Americans with Disabilities Act ("ADA"), DYRS shall be responsible for ensuring that FAPE is made available in the least restrictive environment. DYRS shall be responsible for convening all Individualized Education Program ("IEP") or Section 504 meetings, eligibility meetings, and any other meeting necessary to ensure timely and appropriate delivery of services to the student.
4. Regularly review student performance data to determine whether the student is receiving all educational services to which the student is entitled, including without limitation all services designated in an IEP or Section 504 plan.
5. Determine the most beneficial method of (i) assigning grades/credits to the student based on performance in course work in the program, (ii)

issuing report cards, and (iii) hosting parent conferences. DYRS shall bear ultimate responsibility for assigning course credits based on the student's performance in course work at New Beginnings and ensuring that the student's educational records are up to date and ready to be transmitted for all youth discharged from New Beginnings.

6. Perform screenings of students upon their arrival at New Beginnings to determine current educational deficits, and identify instructional strategies and provide curriculum implementation, as appropriate.
7. Ensure full implementation of the IEP and/or Section 504 plan by qualified professionals.
8. Confer with OSSE to ensure course work is consistent with the District of Columbia's requirements for graduation.
9. Be responsible for administration of the District of Columbia state-wide assessment, as applicable.
10. Coordinate with DCPS for all students who will be attending DCPS schools upon release; specifically DYRS shall:
 - a) Invite DCPS and the youth's parent/legal guardian to discharge planning meetings for youth who have declared they will be attending DCPS and who are petitioning from Level 5 to Level 6 of New Beginning's six (6) level system.
 - b) Provide DCPS with information regarding the youth's educational status at least one (1) week before the Level 6 Team Decision Meeting ("TDM") /Transition Meeting; the information provided shall include the youth's:
 - (1) Academic standing – grades and credits earned, and current classes;
 - (2) Special education status – copy of current IEP;
 - (3) 504 status; and
 - (4) Any other relevant information, including concerns for student safety.
 - c) As appropriate, and subject to parental consent, allow DCPS to observe students who have expressed intent in returning to or enrolling in DCPS and assist in transition planning. DYRS shall impose conditions or restrictions on the observation if they are necessary to protect other children in the program from disclosure to an observer of confidential and personally identifiable information.

11. Coordinate with individual charter schools, adult education, and/or GED programs for all other students, as applicable.
12. Comply with the provisions of the Federal Educational Rights and Privacy Act ("FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 CFR Part 99 including without limitation 34 CFR §§ 99.31(a)(2) and 99.34 in regard to disclosure of the youth's educational records to a school, school system, or institution of postsecondary education in which the youth intends to enroll, including DCPS or a District public charter school, as well as 34 CFR §§ 99.31(a)(1)(i)(B) and 99.33 in regard to disclosure of the youth's educational records to a school, school system, or other party for purposes of performing an institutional service or function of DYRS where DYRS has determined that the recipient has legitimate educational interests in such disclosure.

C. In order to promote successful and orderly transitions from New Beginnings for all students who will be attending DCPS schools,

1. DYRS and DCPS shall participate in Level 6 TDM/Transition Meetings, which occur when a youth reaches Level 6 of the model unit program at New Beginnings, as appropriate to ensure timely and appropriate education planning.
2. DYRS shall identify the community placement to which the youth is expected to be discharged with as much specificity as possible and shall notify DCPS of the expected placement at the Level 6 meeting. Within five (5) school days of the TDM/Transition meeting, DCPS shall conduct a transcript analysis and determine the appropriate placement based on the review of the most recent transcript. DYRS shall notify DCPS as soon as possible if the expected community placement changes.
3. For students without IEPs, DCPS shall identify an appropriate school for the youth to attend. For those students who will be living outside of the District, DCPS reserves the option to place such students at the closest DCPS school.
4. For students with IEPs, DCPS shall, based on all available information, recommend a location that can implement the student's IEP and issue a letter, which serves as the prior written notice to the family and includes the information used to make the decision. This letter will be issued to the parent or student (if the student is the educational rights holder) or a DYRS education representative within one (1) school day and a copy of the letter will also be provided to DYRS.

5. DYRS shall assist the youth, and/or the youth's family, to complete the enrollment process, which is available on the DCPS website. DYRS shall ensure that the process is completed no later than the day of discharge to ensure immediate enrollment. The student's placement team at DYRS can also provide enrollment support and ensure that the administrative conferences are scheduled with the receiving schools and that the appropriate participants are invited/assembled.
6. DYRS shall notify DCPS within one (1) school day of a youth's return to the community from New Beginnings. DCPS shall notify DYRS within five (5) school days of the youth's return to the community if the youth has not attended school. DCPS will collaborate with DYRS to follow all applicable truancy policies and procedures.
7. For all youth with commitments set to expire before reaching level 6, DYRS shall notify DCPS and the two agencies shall set a modified transition schedule.

D. In order to promote successful and orderly transitions from New Beginnings, for students who will be attending a District of Columbia public charter school, DYRS shall:

1. Inform OSSE of each student who decides to enroll at a District of Columbia charter school so that OSSE can provide assistance, as appropriate.
2. Coordinate with individual charter schools. Specifically, DYRS shall:
 - a) Confirm with the charter school that the student meets its admissions requirements and that space is available for the student to attend.
 - b) Invite the charter school to all discharge planning meetings for the youth who are petitioning from Level 4 to Level 5 or from Level 5 to Level 6, whichever is earlier, of New Beginning's six (6) level system.
 - c) Provide the charter school with information regarding the youth's educational status at least one (1) week before the Level 4 TDM/Transition Meeting; the information provided shall include the youth's:
 - (1) Academic standing – credits and grades earned, and current classes;
 - (2) Special education status – copy of current IEP;
 - (3) 504 status, and
 - (4) any other relevant information, including safety concerns.

- d) As appropriate, and subject to parental consent, allow the charter school to observe students who have expressed intent in returning or enrolling at the charter school and assist in transition planning. DYRS shall impose conditions or restrictions on the observation if they are necessary to protect other children in the program from disclosure to an observer of confidential and personally identifiable information.
- 3. DYRS shall assist the youth, and the youth's family, to complete the enrollment process and shall provide the completed paperwork to the charter school no later than the day of discharge to ensure immediate enrollment.
 - 4. DYRS shall notify the charter school and OSSE within one (1) school day of a youth's return to the community from New Beginnings.
 - a) OSSE shall work with the charter school and notify DYRS within five (5) school days of the youth's return to the community if the youth has not attended school. DYRS and OSSE will follow all applicable truancy policies and procedures.

VII. EDUCATIONAL SERVICE DELIVERY, IDEA MONITORING, AND TRANSITIONS FOR DYRS COMMITTED YOUTH ATTENDING SCHOOLS AT COA RTCs AND COA PRTFs

A. OSSE shall:

- 1. Schedule meetings with DYRS and DCPS no less than once a year, but more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA.

B. In order to ensure the delivery of quality educational services to adjudicated District of Columbia youth of compulsory school age who are placed by DYRS at COA RTCs or COA PRTFs:

- 1. DYRS shall, on an annual basis, provide to OSSE and DCPS a comprehensive list of all COA RTC and COA PRTF providers that DYRS has contracted with to provide services.
- 2. DYRS shall ensure that contractual language with its COA RTC and COA PRTF providers ensures compliance with federal and District of Columbia law (including without limitation the provisions of FERPA) and ensures that District of Columbia students are positioned to earn a high school diploma, IEP completion certificate or GED. Changes to any youth's course of study shall be made with DYRS consultation, consistent with

requirements of the IDEA, Section 504, or other federal or local law as applicable.

- a) DYRS shall issue the following items along with each youth's enrollment packet:
 - (1) Letter notifying the provider that they will be monitored by DYRS and/or DCPS for compliance with the educational provisions of the HCA;
 - (2) HCA with educational provisions highlighted; and
 - (3) Contact list with DYRS and DCPS points of contact.
3. DYRS shall ensure that all COA RTCs and COA PRTFs are provided with a copy of each student's most recent IEP, as applicable, and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival.
4. When DYRS and families elect to keep a youth enrolled in a charter school, DYRS will ensure the youth's enrollment is maintained during the transition; DCPS will not be the LEA.
5. When electing to enroll with DCPS, DYRS shall notify DCPS weekly of any new placement or lateral placement change of a committed youth in an COA RTC or COA PRTF outside of the District of Columbia and provide DCPS with:
 - a) a completed DCPS enrollment form;
 - b) a DYRS ward letter; and
 - c) a copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores).
6. Upon receipt of notification and required documents from section VII(B)(4) of this MOA, DCPS shall enroll the youth in the DCPS student information system and inform the COA RTC or COA PRTF in which the student has been placed of the student's enrollment status.
7. In instances where DCPS receives IDEA findings of non-compliance for this population of students, DYRS will assign a member of its educational team to liaise with the school to resolve all findings within 6 months of issuance. DYRS will be the primary party responsible for following-up with the schools and obtaining the documentation necessary for closing out the findings. DYRS and DCPS are also encouraged to solicit OSSE's support in resolving compliance issues.

8. For students with IEPs:
- a) Within 10 days of enrollment of the student in DCPS, DCPS will ensure the COA RTC or COA PRTF has the student's current course schedule to enroll them in the proper courses.
 - b) DCPS shall conduct a transcript analysis at the 30-day review meeting and provide a copy of the transcript to DYRS.
 - c) DCPS shall be responsible for ensuring that FAPE is made available to the students. DCPS shall be responsible for convening all IEP meetings, eligibility meetings, and any other meeting necessary to ensure timely and appropriate delivery of services to the student during the period of commitment to DYRS. DCPS shall invite DYRS staff to all applicable meetings. Meetings may be held virtually or via telephone.
 - d) DCPS shall regularly review available student performance data to determine whether the student is receiving all educational services to which the student is entitled, including, without limitation, all services designated in an IEP. If the COA RTC or COA PRTF does not provide sufficient student performance data to allow DCPS to ensure the student is receiving all educational services, DCPS shall contact DYRS for the purpose of intervening to ensure the data is provided.
 - e) Representation by DCPS at/for meetings at residential treatment facilities may be by telephone. DCPS shall ensure that all required members of the IEP team are invited and given the option to participate by telephone, including, as appropriate, the District of Columbia Rehabilitation Services Administration where postsecondary transition planning will be discussed.
 - f) DYRS staff will participate in any meetings, as requested by DCPS or facility staff.
 - g) DYRS will inform DCPS when a youth in an COA RTC or COA PRTF is returning to the community, and the agencies will jointly plan for the youth's return.
 - h) Upon notification from DYRS that a youth is expected to be discharged within 30-60 days, DCPS shall convene an IEP meeting with the youth and/or the youth's parent, the DYRS case manager, facility staff, and other IEP Team members as required by the IDEA.
 - i) At the IEP meeting, DYRS shall provide a preliminary plan regarding where the youth will reside upon discharge from the facility and return to the community. Within two weeks of notification of discharge, DCPS shall issue a prior written notice regarding the proposed educational placement and location of service.

9. For students without IEPs:
 - a) Upon notification of placement, DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. Based on the transcript analysis, DCPS shall advise the residential facility of the proper course enrollment required to enable the student to continue to make academic progress towards his/her diploma, and if the residential facility does not schedule the student appropriately, DCPS shall notify DYRS.
 - b) For students who qualify as eligible for services under Section 504, DCPS shall be responsible for ensuring that FAPE is made available to the students in the least restrictive environment.
 - c) DCPS and DYRS shall communicate regularly regarding a youth in a COA RTC or COA PRTF placement and shall jointly plan for the return of the youth to the community.
 - d) Upon notification from the COA RTC or COA PRTF that a youth is expected to be discharged within 30-60 days, DYRS shall contact DCPS with the expected address to which the youth will return. Within two weeks of notification of discharge, DCPS shall issue a letter, which will serve as prior written notice, to the parent or student (if the student is the educational rights holder) notifying them which school the youth will be attending upon return to the community. A copy of this letter will be provided to DYRS.
10. DYRS shall notify DCPS within one (1) school day of a youth's return to the community from a COA RTC or COA PRTF.
 - a) DCPS shall notify DYRS within five (5) school days if the youth has not attended school and request assistance to determine the school status of the youth. DCPS and DYRS will follow all applicable truancy policies and procedures.
11. Comply with the provisions of FERPA and its implementing regulations at 34 CFR Part 99 (including without limitation 34 CFR §§ 99.31(a)(2) and 99.34) in regard to disclosure of the youth's educational records to a school, school system in which the youth intends to enroll. For purposes of this subsection, DYRS acknowledges that the COA RTC or COA PRTF in which it seeks to place a student has an associated school that will provide education services to the youth.
12. Obtain parental consent (as the term "parent" is defined by FERPA and its implementing regulations at 34 CFR Part 99) for the disclosure of youth records to a COA RTC or COA PRTF where the youth is not enrolled in YSC immediately preceding placement in the COA RTC or COA PRTF.

VIII. EDUCATIONAL SERVICE DELIVERY AT NON-COA RTCs AND NON-COA PRTFs

A. OSSE shall:

1. Schedule meetings with DYRS and DCPS no less than once a year, but more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA.

B. In order to ensure the delivery of quality educational services to adjudicated District of Columbia youth of compulsory school age who are placed by DYRS at NON-COA RTCs or NON-COA PRTFs:

1. DYRS shall, on an annual basis, provide to OSSE and DCPS a comprehensive list of all Non-COA RTC and Non-COA PRTF providers that DYRS has contracted with to provide services.
2. DYRS shall ensure that contractual language with its Non-COA RTC and Non-COA PRTF providers ensures compliance with federal and District of Columbia law (including without limitation the provisions of FERPA) and ensures that District of Columbia students are positioned to earn a high school diploma, IEP completion certificate or GED. Changes to any youth's course of study shall be made with DYRS consultation consistent with requirements of the IDEA, Section 504, or other federal or local law as applicable.
 - a) DYRS shall issue the following items along with each youth's enrollment packet:
 - (1) Letter notifying the provider that they will be monitored by DYRS and/or DCPS for compliance with the educational provisions of the HCA;
 - (2) HCA with educational provisions highlighted; and
 - (3) Contact list with DYRS and DCPS points of contact.
3. DYRS shall ensure that all Non-COA RTCs and Non-COA PRTFs are provided with a copy of each student's most recent IEP, as applicable, and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival;
4. DYRS shall notify DCPS within one (1) school day of any new placement or lateral placement change of a committed youth in an Non-COA RTC or Non-COA PRTF outside of the District of Columbia and provide DCPS with:

- a) a completed DCPS enrollment form;
 - b) a DYRS ward letter; and
 - c) a copy of each student's most recent IEP, as applicable, and report card or transcript (and, if applicable, GED test scores).
5. Upon receipt of notification and required documents from section VII(B)(4) of this MOA, DCPS shall enroll the youth in the DCPS student information system and inform the Non-COA RTC or Non-COA PRTF in which the student has been placed of the school enrollment status.
6. In instances where DCPS receives IDEA findings of non-compliance for this population of students, DYRS will assign a member of its educational team to liaise with the school to resolve all findings within 6 months of issuance. DYRS will be the primary party responsible for following-up with the schools and obtaining the documentation necessary for closing out the findings.
7. For students with IEPs:
- a) Within 10 days of enrollment of the student in DCPS, DCPS will ensure the Non-COA RTC or Non-COA PRTF has the student's current course schedule to enroll them in the proper courses.
 - b) DCPS shall conduct a transcript analysis at the 30-day review meeting and provide a copy of the transcript to DYRS.
 - c) DCPS shall be responsible for ensuring that FAPE is made available to the students in the least restrictive environment. DCPS shall be responsible for convening all IEP meetings, eligibility meetings, and any other meeting necessary to ensure timely and appropriate delivery of services to the student during the period of commitment to DYRS. DCPS shall invite DYRS staff to all applicable meetings. Meetings may be held virtually or via telephone.
 - d) DCPS shall regularly review available student performance data to determine whether the student is receiving all educational services to which the student is entitled, including, without limitation, all services designated in an IEP. If the Non-COA RTC or Non-COA PRTF does not provide sufficient student performance data to allow DCPS to ensure the student is receiving all educational services, DCPS shall contact DYRS for the purpose of intervening to ensure the data is provided.

- e) Representation by DCPS at/for meetings at residential treatment facilities may be by telephone. DCPS shall ensure that all required members of the IEP team are invited and given the option to participate by telephone, including, as appropriate, the District of Columbia Rehabilitation Services Administration where postsecondary transition planning will be discussed.
 - f) DYRS staff will participate in any meetings, as requested by DCPS or facility staff.
 - g) DYRS will inform DCPS when a youth in a Non-COA RTC or Non-COA PRTF is returning to the community, and the agencies will jointly plan for the youth's return.
 - h) Upon notification from DYRS that a youth is expected to be discharged within 30-60 days, DCPS shall convene an IEP meeting with the youth and/or the youth's parent, the DYRS case manager, facility staff, and other IEP team members as required by the IDEA.
 - i) At the IEP meeting, DYRS shall provide a preliminary plan regarding where the youth will reside upon discharge from the facility and return to the community. Within two weeks of notification of discharge, DCPS shall issue a prior written notice regarding the proposed educational placement and location of service.
8. For students without IEPs:
- a) Upon notification of placement, DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. Based on the transcript analysis, DCPS shall advise the residential facility of the proper course enrollment required to enable the student to continue to make academic progress towards his/her diploma, and if the residential facility does not schedule the student appropriately, DCPS shall notify DYRS.
 - b) For students who qualify as eligible for services under Section 504, DCPS shall be responsible for ensuring that FAPE is made available to the students in the least restrictive environment.
 - c) DCPS and DYRS shall communicate regularly regarding a youth in a Non-COA RTC or Non-COA PRTF placement and shall jointly plan for the return of the youth to the community.

- d) Upon notification from the Non-COA RTC or Non-COA PRTF that a youth is expected to be discharged within 30-60 days, DYRS shall contact DCPS with the expected address to which the youth will return. Within two weeks of notification of discharge, DCPS shall issue a letter, which will serve as prior written notice, to the parent or student (if the student is the educational rights holder) notifying them which school the youth will be attending upon return to the community. A copy of this letter will be provided to DYRS.
- 9. DYRS shall notify DCPS within one (1) school day of a youth's return to the community from a Non-COA RTC or Non-COA PRTF.
 - a) DCPS shall notify DYRS within five (5) school days if the youth has not attended school and request assistance to determine the school status of the youth. DCPS and DYRS will follow all applicable truancy policies and procedures.
- 10. Comply with the provisions of FERPA and its implementing regulations at 34 CFR Part 99 (including without limitation 34 CFR §§ 99.31(a)(2) and 99.34) in regard to disclosure of the youth's educational records to a school or school system in which the youth intends to enroll. For purposes of this subsection, DYRS acknowledges that the Non-COA RTC or Non-COA PRTF in which it seeks to place a student has an associated school that will provide education services to the youth.
- 11. Obtain parental consent (as the term "parent" is defined by FERPA and its implementing regulations at 34 CFR Part 99) for the disclosure of youth records to a Non-COA RTC or Non-COA PRTF where the youth is not enrolled in YSC immediately preceding placement in the COA RTC or COA PRTF.

IX. EDUCATIONAL SERVICE DELIVERY FOR YOUTH IN OUT OF STATE GROUP HOMES AND THERAPEUTIC FOSTER CARE

A. DYRS shall:

- 1. Ensure students are enrolled in a local school system. DYRS has responsibility to ensure that FAPE is made available to students enrolled in a local school system.
- 2. Comply with the provisions of FERPA and its implementing regulations at 34 CFR Part 99 (including without limitation 34 CFR §§ 99.31(a)(2) and

99.34) in regard to disclosure of the youth's educational records to a school or school system in which the youth intends to enroll.

3. Obtain parental consent (as the term "parent" is defined by FERPA and its implementing regulations at 34 CFR Part 99) for the disclosure of youth records to a school or school system in which the youth intends to enroll where the youth is not enrolled in YSC immediately preceding placement in the OOS group home or therapeutic foster care.

X. EDUCATIONAL SERVICE DELIVERY AT OUT OF STATE RESIDENTIAL SCHOOLS

A. OSSE shall:

1. Schedule meetings with DYRS and DCPS no less than once a year, but more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA.

B. In order to ensure the delivery of quality educational services to adjudicated District of Columbia youth of compulsory school age who are placed by DYRS at Out of State Residential Schools (OOS RS):

1. DYRS shall, on an annual basis, provide to OSSE and DCPS a comprehensive list of all providers that DYRS has contracted with to provide services.
2. DYRS shall ensure that contractual language with its providers ensures compliance with federal and District of Columbia law and ensures that District of Columbia students are positioned to earn a high school diploma, IEP completion certificate or GED. Changes to any youth's course of study shall be made with DYRS consultation, consistent with requirements of the IDEA, Section 504, or other federal or local law as applicable.
 - a) DYRS shall issue the following items along with each youth's enrollment packet:
 - (1) Letter notifying the provider that they will be monitored by DYRS and/or DCPS for compliance with the educational provisions of the HCA;
 - (2) HCA with educational provisions highlighted; and
 - (3) Contact list with DYRS and DCPS points of contact.
3. DYRS shall ensure that all OOS RSs are provided with a copy of each student's most recent IEP, as applicable, and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival.

4. DYRS shall notify DCPS within one (1) school day of any new placement or lateral placement change of a committed youth in an OOS RS and provide DCPS with:
 - a) a completed DCPS enrollment form;
 - b) a DYRS ward letter; and
 - c) a copy of each student's most recent IEP, as applicable, and report card or transcript (and, if applicable, GED test scores).

5. Upon receipt of notification and required documents from section X(B)(4) of this document, DCPS shall enroll the youth in the DCPS student information system and inform the OOS RS in which the student has been placed of the school enrollment status.

6. In instances where DCPS receives IDEA findings of non-compliance for this population of students, DYRS will assign a member of its educational team to liaise with the school to resolve all findings within 6 months of issuance. DYRS will be the primary party responsible for following-up with the schools and obtaining the documentation necessary for closing out the findings.

7. For students with IEPs:
 - a) Within 10 days of enrollment in DCPS, DCPS will ensure the OOS RS has the student's current course schedule to enroll them in the proper courses.
 - b) DCPS shall conduct a transcript analysis at the 30-day review meeting and provide a copy of the transcript to DYRS.
 - c) DCPS shall be responsible for ensuring that FAPE is made available to students in the least restrictive environment. DCPS shall be responsible for convening all IEP meetings, eligibility meetings, and any other meeting necessary to ensure timely and appropriate delivery of services to the student during the period of commitment to DYRS. DCPS shall invite DYRS staff to all applicable meetings. Meetings may be held via telephone.
 - d) DCPS shall regularly review available student performance data to determine whether the student is receiving all educational services to which the student is entitled, including, without limitation, all services designated in an IEP. If the OOS RS does not provide sufficient student performance data to allow DCPS to ensure the student is receiving all educational services, DCPS shall contact DYRS for the purpose of intervening to ensure the data is provided.

- e) Representation by DCPS at/for meetings at OOS RS may be by telephone. DCPS shall ensure that all required members of the IEP team are invited and given the option to participate by telephone, including, as appropriate, the District of Columbia Rehabilitation Services Administration where postsecondary transition planning will be discussed.
 - f) DYRS staff will participate in any meetings, as requested by DCPS or staff of the OOS RS.
 - g) DYRS will inform DCPS when a youth in an OOS RS is returning to the community, and the agencies will jointly plan for the youth's return.
 - h) Upon notification from DYRS that a youth is expected to be discharged within 30-60 days, DCPS shall convene an IEP meeting with the youth and/or the youth's parent, the DYRS case manager, staff of the OOS RS, and other team members as required by the IDEA.
 - i) At the IEP meeting, DYRS shall provide a preliminary plan regarding where the youth will reside upon discharge from the OOS RS and return to the community. Within two weeks of notification of discharge, DCPS shall issue a prior written notice regarding the proposed educational placement and location of service.
8. For students without IEPs:
- a) Upon notification of placement, DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. Based on the transcript analysis, DCPS shall advise the OOS RS of the proper course enrollment required to enable the student to continue to make academic progress towards his/her diploma, and if the OOS RS does not schedule the student appropriately, DCPS shall notify DYRS.
 - b) For students who qualify as eligible for services under Section 504, DCPS shall be responsible for ensuring that FAPE is made available to the students in the least restrictive environment.
 - c) DCPS and DYRS shall communicate regularly regarding a youth in OOS RS placement and shall jointly plan for the return of the youth to the community.

- d) Upon notification from the OOS RS that a youth is expected to be discharged within 30-60 days, DYRS shall contact DCPS with the expected address to which the youth will return. Within two weeks of notification of discharge, DCPS shall issue a letter, which will serve as prior written notice, to the parent or student (if the student is the educational rights holder) notifying them which school the youth will be attending upon return to the community. A copy of this letter will be provided to DYRS.
- 9. DYRS shall notify DCPS within one (1) school day of a youth's return to the community from an OOS RS.
 - a) DCPS shall notify DYRS within five (5) school days if the youth has not attended school and request assistance to determine the school status of the youth. DCPS and DYRS will follow all applicable truancy policies and procedures.
 - 10. Comply with the provisions of FERPA and its implementing regulations at 34 CFR Part 99 (including without limitation 34 CFR §§ 99.31(a)(2) and 99.34) in regard to disclosure of the youth's educational records to a school or school system in which the youth intends to enroll.
 - 11. Obtain parental consent (as the term "parent" is defined by FERPA and its implementing regulations at 34 CFR Part 99) for the disclosure of youth records to a school or school system in which the youth intends to enroll where the youth is not enrolled in YSC immediately preceding placement in the OOS RS.

XI. EDUCATIONAL SERVICE DELIVERY AT YOUTH SERVICES CENTER

Educational service delivery at YSC is ultimately the responsibility of DYRS. DYRS has entered into a contractual agreement with a service provider to provide these educational services. DYRS shall furnish the most recent version of this agreement to sister agencies upon request.

XII. EDUCATIONAL SERVICE DELIVERY FOR YOUTH COMMITTED TO DYRS WITH OTHER PLACEMENT ARRANGEMENTS¹

A. Special circumstances

In the event that a youth is committed to DYRS and placed in a setting not contemplated in this MOA, DYRS shall:

1. Ensure that the youth receives educational services in accordance with ESEA, IDEA, and District law.
2. Document its consideration of the educational impact on the youth, and work to mitigate any harmful educational effects from this placement, including but not limited to, ensuring that the youth is enrolled in an appropriate course of study.
3. Within five (5) days of the placement, notify OSSE and DCPS of the youth's placement and the anticipated length of stay.
4. Enter into an agreement with DCPS that clearly delineates each agency's responsibility in terms of coordinating education, and furnish a copy of this agreement to OSSE.
5. Comply with applicable provisions of FERPA and its implementing regulations at 34 CFR Part 99.

XIII. STUDENT RECORDS, DATA SHARING & UNIQUE STUDENT IDENTIFIERS

A. Confidentiality

Education records shall be shared and data sharing protocols shall be created amongst all parties to ensure compliance with this MOA, federal law, and timely and appropriate service delivery. Records shall be disclosed consistent with the applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and regulations promulgated thereunder, as addressed in the MOA.

The Parties will use, restrict, safeguard and dispose of all youth education information, in accordance with all relevant federal and local statutes,

¹This section shall only apply to youth committed to DYRS not already contemplated under other sections of this MOA.

regulations, and policies, including but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

All records created by DYRS in SEDS shall be deemed education records as defined in FERPA. (See 34 C.F.R. §99.3.).

B. In order to facilitate the sharing of records and to fulfill the requirement to provide accurate data to all parties, OSSE shall:

1. Provide designated DYRS staff with access to DYRS data contained in OSSE's Statewide Longitudinal Education Data System (SLED). (See Appendix A)
2. Provide DYRS access to student attendance records. (See Appendix A)
3. Ensure that SLED provides FAMCare² with Unique Student Identifiers (USIs) data.
4. Upon development of appropriate infrastructure, under the terms of this MOA and at LEA request provide DYRS with access to the District of Columbia Special Education Data System (SEDS) in order to view the records of committed youth in accordance with FERPA.
5. At DYRS' request, under the terms of this MOA, and in accordance with FERPA, OSSE shall provide specific designated DCPS staff with the type of SEDS account that will enable DYRS to provide those DCPS staff with access to SEDS records for specific enrolled or specific students seeking to enroll in DCPS where DYRS is the State/Public Agency responsible for the provision of FAPE.

C. In order to facilitate the sharing of records and to fulfill the requirement to provide accurate data to all parties, DYRS shall:

1. Use USIs anytime records are sought or shared with OSSE or DCPS.
2. Provide OSSE with a routine report listing all committed youth in RTCs, PRTFS, and Out of State placements, no less than monthly.
3. Protect personally identifiable information (PII) in education records in SLED, SEDS, and Qlik of children and students for whom it has access, in accordance with FERPA and listed in Appendix A.

² FAMCare is the District of Columbia juvenile justice case management system.

4. Train or provide information to DYRS staff collecting or using a child's or student's SEDS records on District of Columbia law and procedures, IDEA, and FERPA requirements regarding the confidentiality of student education records.
5. Not retain, re-disclose or release personally identifiable information provided by OSSE except as specifically authorized under this Agreement.
6. Send OSSE a list of authorized users for access to SLED annually before the beginning of each school year and periodically based on staffing changes.
7. Destroy all personally identifiable identified information in Appendix A:
 - a) At OSSE's request;
 - b) When the data are no longer needed to achieve this Agreement's purposes;
 - c) Upon termination of this Agreement pursuant to Section XX; or
 - d) As otherwise required by State or Federal law.
8. Confirm in writing to OSSE OSSE its compliance with the terms of this paragraph within five (5) business days of destroying the data. The written notification shall be sent to Gwen.Rubinstein@dc.gov and osse.datasharing@dc.gov

XIV. OTHER ITEMS

A. IDEA Child Find Obligations

DYRS shall be responsible for establishing and implementing policies and procedures to ensure that all youth with disabilities placed at New Beginnings and YSC who are in need of special education and related services, in accordance with the IDEA, are identified, located, and evaluated. DYRS shall be responsible for coordinating with any District or LEAs in another state where the student attends and providers to ensure that all youth with any other type of placement who are suspected of having a disability receive an evaluation and services, as appropriate.

B. IDEA Monitoring and Compliance

1. Monitoring: OSSE shall monitor DYRS and DCPS annually to ensure compliance with this MOA.

2. Compliance: For IDEA compliance reporting, youth committed to DYRS that attend the DYRS school at New Beginnings will be reported under the compliance rates of DYRS as a public agency. OSSE will consult with DCPS and DYRS on how to account for students in other placements.

C. Domicile Status for Youth

OSSE shall provide a domicile letter to DYRS student(s) when they do not have the adequate supporting documents to prove domicile in the District of Columbia. The document will outline the timeline the student(s) has lived in the District of Columbia. This letter will allow the student(s) to be designated as an independent student when applying for state and/or federal grants and/or loans to attend institutions of higher education.

XV. RESOLUTION OF DISPUTES

Disputes which arise among the Parties to this agreement that are not under the purview of an administrative dispute resolution mechanism (including due process complaints, state complaints, and mediation under the IDEA) or another tribunal will be brought to the attention of the agency directors of OSSE, DYRS, and DCPS or their designees.

Each involved Party shall designate a representative to engage in fact-finding. When necessary, the involved Parties will schedule a meeting of the parties to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

XVI. DURATION OF MOA

This MOA shall be effective as of the last date of signing by the signatories (the "Effective Date") and, unless terminated in writing by either Party prior to its expiration, terminate one (1) year from the Effective Date (the "Term"). The Parties may renew this MOA for up to five (5) additional one (1) year terms, or any fraction thereof, by written agreement signed by all Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision. The period of this MOA shall be continuing from the date of execution unless terminated in writing by the Parties.

XVII. AUTHORITY FOR MOA

This MOA is entered into pursuant to the authority granted under D.C. Official Code §§ 38-3301 and 38-2602.01; Title I, Part D of the Elementary and Secondary Education Act

of 1965 (20 U.S.C. § 6421 et seq.) as amended; and Part B of the Individuals with Disabilities Education Act (IDEA), (20 U.S.C. § 1412 (a)(12)).

XVIII. RIGHTS OF PARTIES

A. Changes to the MOA/Designation of Representatives

Any Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by the Parties shall be incorporated in this MOA as written amendments signed by the Parties. Parties shall maintain a Contact List of key representatives at each agency and all individuals tasked with items in this MOA and shall have an ongoing obligation to keep it up-to-date.

B. Responsibility for the Acts of the Parties

The Parties to this MOA are cooperating District of Columbia government 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 entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

C. Notice of Proceeding

Any Party to this MOA named as a Respondent in a due process complaint or state complaint under IDEA, that involves services provided under this MOA and that may affect the other Parties, shall deliver to the other Parties, within five (5) days of notice of proceedings, a copy of any documents relating to such action. Each party commits to provide documents and identify and produce witnesses to support the Party who is a respondent to a complaint.

XIX. FUNDING PROVISIONS

All Parties to this Agreement commit to maintaining funding as needed to ensure compliance with the terms of this MOA.

In the case of any payment disputes between the parties, payment will occur in accordance with the following provisions of the MOA.

A. Educational Costs Associated with Youth at New Beginnings

DYRS will abide by those terms previously outlined in this MOA and will pay educational costs associated with youth at New Beginnings.

B. Costs Associated With Committed Youth Placed by DYRS in RTCs, PRTFs, and OOS residential schools

Under this MOA and provided that DYRS provides written notice of facility use and placement of a youth, OSSE is responsible for paying all tuition costs for youth with disabilities under the IDEA and placed by DYRS into RTCs and PRTFs, and residential schools. DYRS is responsible for other costs associated with placement including, but not limited to, residential services and medical fees. OSSE will pay those costs related to therapeutic and related services and assessment testing to the extent they are required by a youth's IEP; DYRS will pay those costs not covered by OSSE.

C. Costs Associated With Committed Youth Placed By DYRS in "Awaiting Placement" Facilities

DYRS and OSSE will share responsibility for all educational costs in all contracted awaiting placement facilities in accordance with those terms of the cooperative agreements entered into between DYRS, OSSE, and the contracted awaiting placement facilities. The cost sharing terms will be specifically enumerated in each cooperative agreement; absent a valid cooperative agreement signed by all parties in advance of youth placement, DYRS is solely responsible for all costs. DYRS is responsible for all educational costs for youth without disabilities under IDEA.

XX. TERMINATION

Any Party may terminate this MOA by giving the other Parties at least sixty (60) days written notice. 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 terms of the MOA up to the date of termination.

XXI. CONSTRUCTION

This MOA is in no way to be construed as limiting or diminishing the responsibilities of the participating agencies under federal or District of Columbia law. In all instances, this


MOA is to be construed to comply with the requirements of federal and District of Columbia law. This MOA shall not be construed to create rights in any third parties. 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.

XXII. EFFECTIVE DATE

This MOA shall be effective upon execution by signatories.

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

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



Dr. Christina Grant, Acting Superintendent

08/10/2021

Date

DEPARTMENT OF YOUTH REHABILITATION SERVICES:

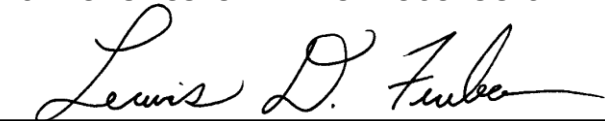


Hilary Cairns, Acting Director

09/16/2021

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:



Dr. Lewis Ferebee, Chancellor

9/16/2021

Date

APPENDIX A: MEMORANDUM OF AGREEMENT BETWEEN OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION, THE DEPARTMENT OF YOUTH REHABILITATION SERVICES, AND THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS RELATED TO: Educational Services for Youth Committed to and/or in the custody of the Department of Youth Rehabilitation Services

OSSE will provide DYRS with the following data for children who are committed to DYRS, as disclosed by DYRS to OSSE under Appendix B of this agreement:

1. Student Name (First, last and middle initial)
2. Date of birth
3. Gender
4. Race & Ethnicity
5. USI
6. LEA Local ID
7. School name
8. Home Address (city, state and zip code)
9. Direct Certification Information (SNAP, TANF or both)
10. Statewide Assessment Data
11. Enrollment Data (current and historical)
12. Grade
13. Advanced Placement data
14. College Board Test data (e.g. SAT, PSAT, ACT)
15. ACCESS data – Limited English Proficient
16. Special Education data, including disability classification, eligibility date, and exit date
17. Attendance Data:
 - a. Attendance date
 - b. Attendance status code
 - c. Attendance status description
 - d. Enroll date
 - e. Withdrawal date
 - f. School Year start date
 - g. School Year end date

APPENDIX B: MEMORANDUM OF AGREEMENT BETWEEN OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION, THE DEPARTMENT OF YOUTH REHABILITATION SERVICES, AND THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS RELATED TO: Educational Services for Youth Committed to and/or in the custody of the Department of Youth Rehabilitation Services

DYRS will provide OSSE with the following data contained within the FAMCare system for DYRS committed youth:

1. Student Name (First and last)
2. Date of birth
3. Gender
4. USI (if available)
5. FAMCare ID
6. Commitment information (start date, projected and actual end date, status)
7. Current placement information (location and/or address, type, date)
8. DYRS Case Worker and contact information