

**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 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 DYRS.

Through collaboration and coordinated activities by OSSE, DYRS, and DCPS, the purpose of this MOA is to improve educational outcomes for youth committed to 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.

This MOA applies to youth who are committed to DYRS and (i) housed at the New Beginnings Youth Development Center (“New Beginnings”), (ii) placed by DYRS in residential treatment facilities (“RTCs”), psychiatric residential treatment facilities (“PRTFs”), or out-of-state (“OOS”) group homes, or (iii) who are awaiting placement, except as indicated otherwise herein.<sup>1</sup>

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

## II. PARTIES TO THIS AGREEMENT

### A. OSSE

OSSE is the District of Columbia State Education Agency with responsibility for performing the functions of a state education agency under applicable federal law, including grant-making authority, oversight, and state educational agency 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

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<sup>1</sup> For purposes of this agreement, DYRS has represented that the OOS group homes have private or independent schools attached to, or integrated into, their facilities, similar to RTCs and PRTFs. Students placed in these facilities do not enroll or attend nearby public schools.

education to delinquent youth comply with all applicable statutory and regulatory requirements. (20 U.S.C. § 6434(a)(2)(C)(iii).) 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 is the public agency responsible for ensuring FAPE for youth committed to DYRS and attending school 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 the delivery of FAPE to students in "awaiting placement" status.

**C. DCPS**

DCPS is the local educational agency (LEA) in the District of Columbia with responsibility for serving all District of Columbia children of compulsory school age who enroll in DCPS. (D.C. Official Code § 38-171.) When timely notified by DYRS of placement, as a result of this MOA, DCPS agrees to be the LEA for all youth committed to DYRS who are placed in RTCs, PRTFs and OOS group homes.

**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.

### **III. 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 30<sup>th</sup> 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**

When a minor child residing in the District of Columbia is committed to the legal custody of DYRS, that child shall be enrolled in school if not already enrolled at the time of commitment. DYRS shall coordinate with parents and families to ensure school enrollment. However, in the case that a parent has not enrolled a youth of compulsory school age 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.

### **IV. SERVICE DELIVERY AT NEW BEGINNINGS YOUTH DEVELOPMENT CENTER**

#### **A. OSSE shall:**

1. Ensure FAPE is provided to DYRS 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 provided to DYRS 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 30 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) and the Americans with Disabilities Act (ADA), DYRS shall be responsible for ensuring that children receive a FAPE 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 during the period of commitment to DYRS.
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 assigning grades/credits to the student based on performance in course work in the program, issuing report cards, and 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 placement 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 for students with qualifying disabilities.

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")<sup>2</sup>/Transition Meeting; the information provided shall include the youth's:
    - (1) Academic standing – credits earned and current classes;
    - (2) Special education status – copy of current IEP;
    - (3) 504 status; and
    - (4) Any other relevant information, including safety concerns.
  - 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.

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<sup>2</sup> In a TDM meeting, the youth, his/her parents and family members, other support persons in the youth's life, service providers, community representatives, and the caseworker come together every 90 days to create a plan for every youth committed to DYRS. The meeting is a sharing of all 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 consensus on decisions regarding the youth. TDM allows everyone involved to have a voice and understand the basis for decisions.

**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 provide a copy of the analysis to DYRS. DYRS shall notify DCPS as soon as possible if the expected community placement changes.
3. For students without IEPs, and based on the transcript analysis and expected community placement, DCPS shall identify the youth's neighborhood school or recommend alternative DCPS schools to ensure proper course enrollment.
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 location 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) no later than two weeks before discharge from New Beginnings. 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.
6. DYRS shall notify DCPS within one (1) business day of a youth's return to the community from New Beginnings.
  - a) DCPS shall notify DYRS within five (5) business days of the youth's return to the community if the youth has not attended school. DYRS and DCPS will 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 students who decide to enroll at District of Columbia charter schools 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 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 process 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) business 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) business 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.

**V. IDEA MONITORING AND YOUTH SCHOOL TRANSITION FROM RTCs, PRTFs AND OOS GROUP HOMES**

**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 residential treatment facilities or OOS group homes:**

1. DYRS shall ensure that contractual language is included in subsequent contracts with RTC, PRTF and OOS group home providers that 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. Until such time as all contracts or agreements are modified, DYRS shall provide a copy of this MOA to all RTCs, PRTFs and OOS group homes with information regarding implementation requirements. Subsequent contracts will take into consideration compliance with these requirements;
2. DYRS shall ensure that all RTCs, PRTFs and OOS group homes are provided with a copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival;
3. DYRS shall notify DCPS within one (1) business day of any new placement or lateral placement change of a committed youth in an RTC, PRTF or OOS group home outside of the District of Columbia and provide DCPS with:
  - a) a copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores);
  - b) a completed DCPS enrollment form; and
  - c) a DYRS ward letter.
4. DYRS and DCPS will work collaboratively to determine the most beneficial method of assigning grades/credits to the student based on performance in course work in the program, issuing report cards, and hosting parent conferences.

5. Upon receipt of notification and required documents from section V(B)(3) of this document, DCPS shall enroll the youth in the DCPS student information system and inform the RTC, PRTF or OOS group home in which the student has been placed of the school enrollment status.
6. For students with IEPs:
  - a) DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days of enrollment into the RTC, PRTF, or OOS group home. Based on the transcript analysis, DCPS shall ensure proper course enrollment.
  - b) DCPS shall be responsible for ensuring that the students receive a FAPE 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.
  - c) 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 RTC, PRTF, or OOS 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.
  - d) 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.
  - e) DYRS staff will participate in any meetings, as requested by DCPS or facility staff.
  - f) DCPS and DYRS shall communicate regularly regarding a youth in RTC, PRTF or OOS group home placement and shall jointly plan for the return of the youth to the community as described below.

- g) Upon notification from the RTC, PRTF or group home 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 and facility staff.
  - h) 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 discharge, DCPS shall issue a prior written notice regarding the proposed educational placement and location of service.
7. 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 ensure proper course enrollment.
  - b) DCPS shall request grade and attendance reports from the RTC, PRTF or OOS group home at least quarterly and enter the information into the Student Information System.
  - c) Representation by DCPS at/for meetings at residential treatment facilities may be by telephone.
  - d) DYRS staff will participate in any meetings, as requested by DCPS or facility staff.
  - e) For students who qualify as eligible for services under Section 504, DCPS shall be responsible for ensuring that the students receive a FAPE in the least restrictive environment.
  - f) DCPS shall regularly review available student performance data to determine whether the student is receiving all educational services to which the student is entitled. If the RTC, PRTF, or OOS 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.
  - g) DCPS and DYRS shall communicate regularly regarding a youth in RTC, PRTF or OOS group home placement and shall jointly plan for the return of the youth to the community.

- h) Upon notification from the RTC, PRTF or OOS group home 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 discharge, DCPS shall issue a location of services letter, which will serve as prior written notice, to the parent or student (if the student is the educational rights holder). A copy will be provided to DYRS.
- 8. DYRS shall notify DCPS within one (1) business day of a youth's return to the community from an RTC, PRTF or OOS group home.
  - a) DCPS shall notify DYRS within five (5) business 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.

## **VI. EDUCATION AT "AWAITING PLACEMENT"<sup>3</sup> FACILITIES**

Unless specifically stated, this section does not apply to committed youth "awaiting placement" at the Youth Services Center (YSC).

### **A. OSSE shall:**

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

### **B. DYRS shall:**

- 1. Timely notify OSSE of any awaiting placement facilities it intends to contract with for the provision of services to committed youth.
- 2. Ensure that all committed youth in its care and custody receive education services in accordance with the provisions of this MOA and as required by the IDEA.
- 3. Upon OSSE's development of an infrastructure and provision of access to DYRS on its usage of SEDS, DYRS will use the District of Columbia Special Education Data System (SEDS) to record all special education and related services delivered to students under this section.

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<sup>3</sup> Awaiting placement is defined as committed youth awaiting placement at another facility.

4. Ensure awaiting placement facilities are provided with a copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival.
5. Determine the most beneficial method of assigning grades to the student based on performance in course work in the program, issuing report cards, and hosting parent conferences. DYRS shall bear ultimate responsibility for assigning course credits based on the student's performance in course work in awaiting placement facilities and ensuring that the student's educational records are up to date and ready to be transmitted for all youth discharged from awaiting placement facilities.

## **VII. OTHER ITEMS**

### **A. IDEA Child Find Obligations**

DYRS shall be responsible for establishing and implementing policies and procedures to ensure that all children with disabilities placed at New Beginnings who are in need of special education and related services, in accordance with the IDEA, are identified, located, and evaluated. In the case of students placed by DYRS in RTCs, PRTFs, or OOS group homes, DCPS shall coordinate with DYRS and the RTCs, PRTFs, or OOS group homes to ensure that all children who are suspected of having a disability receive an evaluation and services, as appropriate.

### **B. Student Records, Data Sharing & Unique Student Identifiers**

Educational records shall be shared and data sharing protocols shall be created amongst all parties to ensure compliance with this MOA and timely and appropriate service delivery. Records shall be disclosed consistent with the juvenile justice system exception to the Family Educational Rights and Privacy Act and regulations promulgated thereunder. (See 34 C.F.R. §99.31(a)(5)). All records created by DYRS in SEDS shall be deemed educational records as defined in FERPA. (See 34 C.F.R. §99.3.). In order to facilitate the sharing of records and to fulfill the requirement to provide accurate data to all parties,

#### **A. OSSE shall:**

1. Provide DYRS with access to DYRS data contained in OSSE's Statewide Longitudinal Education Data System (SLED).
2. Provide DYRS access to student attendance records provided such sharing is in accordance with the FERPA requirements explained in this MOA.

3. Ensure that SLED provides FAMCare<sup>4</sup> with Unique Student Identifiers (USIs) data.
4. Grant access to DYRS to the following data elements contained within the SLED system for DYRS youth:
  - i. Student Name (First, last and middle initial)
  - ii. Date of birth
  - iii. Race & Ethnicity
  - iv. USI
  - v. LEA Local Id
  - vi. School name
  - vii. Home Address (city, state and zip code)
  - viii. Direct Certification Information (SNAP, TANF or both)
  - ix. Assessment Data
  - x. Enrollment Data (current and historical)
  - xi. Grade
  - xii. Advance Placement data
  - xiii. College Board Test data (e.g. SAT, PSAT, ACT)
  - xiv. ACCESS – Limited English Proficient
  - xv. Special Education data (e.g. disability classification, eligibility date, exit date, etc.)
5. At DCPS' request, under the terms of this MOA, OSSE shall provide DYRS with access to the District of Columbia Special Education Data System (SEDS) in order to view the records of youth committed to the custody or control of DYRS by a court of competent jurisdiction in accordance with District regulations and FERPA, where DCPS is the LEA.
6. At DYRS' request, and under the terms of this MOA, OSSE shall provide DCPS with access to the SEDS site for the school at New Beginnings.

**B. DYRS shall:**

1. Upon OSSE's development of an infrastructure for DYRS to access USI information, 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 OOS group homes, no less than monthly.

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<sup>4</sup> FAMCare is the District of Columbia juvenile justice case management system.

3. Protect personally identifiable information (PII) in the SEDS records of students for which it has access.
4. Train or provide information to DYRS staff collecting or using a child's SEDS records on District of Columbia law and procedures, IDEA, and FERPA requirements regarding the confidentiality of student educational records.

**C. DCPS shall:**

Comply with all terms pertaining to data sharing as allowed by applicable law and as documented in this MOA.

**C. 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. Youth committed to DYRS and placed in RTCs, PRTFs, OOS group homes and awaiting placement locations will be reported separately from DCPS' overall compliance rates. OSSE will consult with DCPS and DYRS on how to account for students who have been committed to DYRS in relevant state-wide-educational data systems, including SEDS and SLED.

**D. 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.

**VIII. 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) or another tribunal will be brought to the attention of the agency directors of OSSE, DYRS, and DCPS.

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.

**IX. 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 both 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.

**X. 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)).

**XI. 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.

## **XII. 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 Group Homes**

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, PRTFs, and OOS group homes. 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.

## **XIII. 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.

**XIII. CONSTRUCTION**

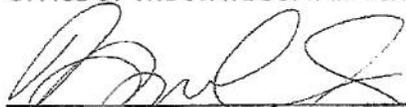
This MOA is in no way to be construed as limiting or diminishing the responsibilities of the participating agencies under federal or District of Columbia law. In all instances, this MOA is to be construed to comply with the requirements of federal and District of Columbia law. This MOA shall not be construed 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.

**XIV. 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:**

  
\_\_\_\_\_  
Hanseul Kang, Superintendent

7/15/16  
Date

**DEPARTMENT OF YOUTH REHABILITATION SERVICES:**

  
\_\_\_\_\_  
Clinton Lacey, Director

7/26/16  
Date

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS:**

  
\_\_\_\_\_  
Kaya Hendersoh, Chancellor

8/16/16  
Date