

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS (DOC),
MAYA ANGELOU PUBLIC PCS ACADEMY AT D.C. JAIL (Maya Angelou PCS),
AND
DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

RELATED TO:
EDUCATIONAL SERVICES FOR PRETRIAL DETAINEES AND/OR SENTENCED INMATES
INCARCERATED AT DOC DETENTION FACILITIES**

I. INTRODUCTION AND PURPOSE

The District of Columbia Office of the State Superintendent of Education (“OSSE”), the District of Columbia Department of Corrections (“DOC”), Maya Angelou Public Charter School (“Maya Angelou PCS”) enter into this Memorandum of Agreement (“MOA”) to ensure that general and special education services are provided for eligible residents/scholars housed at DOC facilities with the goal of ensuring that required educational services are provided to these individuals pursuant to the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*), and implementing regulations of these laws.

This MOA replaces a 2020 Memorandum of Agreement by which the District of Columbia Public Schools (“DCPS”) agreed to provide special education services for eligible pretrial detainees and/or sentenced inmates at the Inspiring Youth Program (“IYP”) operated at a DOC facility pursuant to IDEA. On April 9, 2021, students at IYP brought a class action complaint under IDEA for declaratory, injunctive and other relief against the District of Columbia, DCPS and OSSE in the United States District Court for the District of Columbia (Civil Action No. 1:21-cv-00997) (the “Litigation”). On June 16, 2021, United States District Judge Carl J. Nichols issued a Memorandum Opinion and Order in the Litigation pursuant to which he ordered, *inter alia*, that Defendants “within 15 days of the issuance of this Order, provide Plaintiffs, and all other members of the provisionally certified class (i.e. every student enrolled in the Inspiring Youth Program), with the full hours of special education and related services mandated by their Individualized Education Program (“IEPs”) through direct, teacher-or-counselor/or in-person interactions.” On October 1, 2021, Maya PCS took over for DCPS as the Local Education Agency at IYP.

The purpose of this MOA is to improve educational outcomes by minimizing disruption in the provision of general and special education services during the detainment and/or incarceration of young adults beyond compulsory school age¹ who are eligible to receive such services pursuant to IDEA and who are housed at the Central Detention Facility (“CDF”) and the Correctional Treatment Facility (“CTF”) (collectively, “DOC facilities”). Certain residents/scholars

¹ Pursuant to 5E DCMR 3002.1 (d), a child with a disability shall remain eligible for special education and related services through the end of the semester the child turns twenty-two (22).

are entitled to the opportunity to receive special education services² while at a DOC facility if they are between the ages of 18 and 22.³ Such residents/scholars are referred to throughout this MOA as “eligible residents/scholars.”⁴

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

- (1) facilitating the prompt transfer of records,
- (2) requiring continued coordination and involvement by representatives of DOC and Maya Angelou PCS,
- (3) monitoring the delivery of special education services,
- (4) meeting special education needs, and
- (5) providing notices of education services and other required documentation to eligible residents/scholars.

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

II. PARTIES TO THE AGREEMENT

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

A. Maya Angelou PCS

Maya Angelou PCS is a publicly funded charter school authorized to operate in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, as amended and codified at 38 U.S.C. § 1800.01 *et seq.* Maya Angelou PCS is required to operate a program of education in accordance with its approved charter. (DC Code § 38-1802.04(c)(14).) For purposes of the IDEA and other federal funding, Maya Angelou PCS acts as a local education agency (“LEA”). Maya Angelou PCS agrees, through this MOA, to act as the LEA, for purposes of the IDEA and other federal funding, for eligible residents/scholars housed at a DOC facility who are enrolled in the Maya Angelou PCS. The mission of Maya Angelou PCS is to provide education services, to IDEA eligible residents/scholars attending the Maya Angelou PCS – Academy at the D.C. Jail.

Maya Angelou PCS is not responsible for the administration or delivery of services provided by DOC as referenced in section B. DOC of this part.

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

³ Pursuant to 34 CFR §300.102(a)(2)(ii) and 5E DCMR §3002.2(b), the opportunity to receive special education services while at a DOC facility extends to those students aged 18-22 who, in their last educational placement prior to incarceration in a DOC facility had been identified as a child with a disability and who (i) had received services in accordance with an IEP but who left school prior to being incarcerated or (ii) did not have an IEP in their last educational setting but who had been identified as a child with a disability.

⁴ Pursuant to U.S. Department of Education guidance (August 19, 2003 *Letter to Yudian* and December 5, 2014 Dear Colleague Letter), 34 C.F.R. § 300.102(a)(2)(i), and 5E DCMR 3002.2(a), there is no child find/FAPE obligation on the part of the District with regard to incarcerated adults 18-22 years of age who have not previously been identified for special education services.

B. DOC

DOC is the District of Columbia correctional agency responsible for adult correctional institutions located in the District of Columbia, including Central Detention Facility (CDF) and Central Treatment Facility (CTF). The mission of the DOC is to provide a safe, secure, orderly and humane environment for confinement of residents/scholars, while affording those in custody meaningful rehabilitative opportunities that will assist them with constructively re-integrating into the community. The majority of residents/scholars housed in the CDF are awaiting adjudication of cases or are sentenced for misdemeanor offenses. Pretrial detainees and/or sentenced inmates in the custody of the DOC are also housed at the adjacent CTF.

For purposes of general education, DOC provides adult basic education ("ABE")⁵/adult secondary education (ASE), general education diploma ("GED")⁶ preparation programs, Career and Technical Education (CTE), Postsecondary Education (PSE), and other educational supports, as needed, for adult detainees at DOC facilities who are not governed by this MOA. These programs are not governed by this MOA. For purposes of special education, DOC is a public agency under the IDEA and its regulations. 34 C.F.R. § 300.2(b)(1)(iv).

C. OSSE

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

D. Points of Contact

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

⁵ ABE is defined as a planned program of basic school subjects for adults.

⁶ GED is defined as a course of study to obtain a universal alternative to a traditional high school diploma.

III. SERVICES DELIVERY RESPONSIBILITIES OF EACH PARTY

A. Responsibilities of OSSE

OSSE shall:

1. Ensure education services are delivered in accordance with the IDEA and applicable local law, to eligible residents/scholars at DOC facilities by:
 - a. Scheduling meetings with Maya Angelou PCS and DOC not less than once a year, and more often as needed, to discuss the delivery of special education services and coordination of activities consistent with this MOA.
 - b. Incorporating Maya Angelou PCS Academy at D.C. Jail into OSSE's system of IDEA Part B monitoring of LEAs. For IDEA reporting purposes, eligible residents/scholars committed to DOC and enrolled at Maya Angelou PCS Academy at D.C. Jail will be reported under the compliance rates for Maya Angelou PCS.
2. If a matter is not resolved by Maya Angelou PCS and DOC, OSSE will take appropriate supervisory action, through monitoring activities, to address issues that arise with regard to special education service delivery at DOC facilities.

B. Responsibilities of Maya Angelou PCS

Maya Angelou PCS shall:

1. Be responsible for the development and provision of education services to eligible residents/scholars, including those in restrictive housing, administrative segregation, and those with disabilities, at DOC facilities. This includes, but is not limited to:
 - a. Providing general and special education services to eligible residents/scholars in accordance with their Individualized Education Plans (IEPs)⁷, to the maximum extent possible, in a manner that affords all eligible residents/scholars the opportunity to obtain a standard Maya Angelou PCS diploma or IEP certificate of completion.
 - b. Designating a school staff member or members to conduct initial school enrollment and withdrawal activities. The LEA shall publish the Point of Contact on their website.
 - c. Conducting transcript analysis upon receipt of a student's previous academic records and/or entrance into the school's student information system to ensure proper course enrollment.

⁷ IEP is defined as a written plan for each child with a disability that is developed, reviewed, and revised in accordance with 20 U.S.C. § 1414(d). 20 U.S.C. § 1401(14).

- d. Determining a beneficial method of assigning grades/credits to the student based on performance in course work in the program, issuing report cards, and conducting student conferences, including education decision makers.⁸
- e. Scheduling and participating in all multi-disciplinary team ("MDT")/ IEP team⁹ meetings for eligible residents/scholars. Maya Angelou PCS will provide timely notice to required participants for upcoming IEP meetings.
- f. Conducting annual IEP reviews, triennial reevaluations, and assessments in accordance with the timeframes set forth in applicable federal and local laws and regulations.
- g. Provide a copy of the Maya Angelou Academy Special Education Handbook (Maya Angelou Sped Handbook) upon request, which includes specific duties and responsibilities for Maya Angelou PCS staff members, applicable local and federal timelines for assessments, and the delivery of special education services and related compliance measures. Maya Angelou PCS acknowledges that its Sped handbook was not specifically designed for providing education in correctional institutions therefore Maya Angelou PS will not see to implement any portions of this policy that are not applicable to DOC.
- h. Administering the applicable District of Columbia state-wide assessment(s) to each student.
- i. Regularly reviewing student performance data to determine whether the student is receiving all educational services to which the student is entitled.
- j. Providing appropriate personnel for each applicable fiscal year for the delivery of general and special education services to eligible residents/scholars.
- k. Providing training/professional development opportunities to special education teachers, general education teachers, education aides, and related service providers to meet the needs of students with disabilities at DOC facilities.
- l. Ensuring employee compliance with the background check and urinalysis policies outlined in DOC's Standard Operating Procedure, Mandatory Employee

⁸ In accordance with DC Official Code § 38-2573.01, upon transfer of rights at age 18, adult students may elect to engage in supported decision making, or an adult may be appointed to represent the education interest of a student who has been determined to not have the ability to provide informed consent.

⁹ *IEP team* is defined as a group of individuals composed of: (a) the parents of the eligible pretrial detainee or sentenced inmate (or if the detainee/inmate has reached 18 years of age, the detainee/inmate); (b) where the detainee/inmate receives general education services, at least one general education or adult education (ABE/GED or vocational) teacher; (c) at least one special education teacher, or if appropriate, at least one special education provider of the detainee/inmate; (d) a representative of the LEA; (e) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team specified in (a) through (d) of this section; (f) other individuals, at the discretion of the parent/student or the LEA, who have knowledge or special expertise regarding the detainee/inmate, including related service personnel, if appropriate, and (g) the detainee/inmate with a disability, if appropriate. (20 U.S.C. § 1414(d)(B)).

Drug and Alcohol Testing Program, effective Jan. 17, 2017, and Policy and Procedure for Personnel, Security, and Suitability Investigations, effective Aug. 27, 2014.

- m. Assisting DOC in planning for the provision of education services to students unable to attend Maya Angelou PCS Academy at D.C. Jail classes, either synchronous or in person, due to security concerns or hospitalization.
 - n. Responding to and defending against due process complaints brought against Maya Angelou PCS pursuant to IDEA regarding the provision of special education services at DOC facilities to eligible residents/scholars and make reasonable efforts where necessary to resolve state complaints or other initiated legal actions regarding the provision of education services to eligible residents/scholars under this MOA.
 - o. Providing OSSE with regular updates on the implementation of the MOA for purposes of accuracy and completeness in the District's reporting to the Court in the Litigation including, but not limited to, the reporting requirements in the Court's Order, dated June 16, 2021.
2. Pursuant to this MOA, in collaboration with DOC, take the following steps for all the eligible residents/scholars, including those in restrictive housing, administrative segregation, and those with disabilities, upon their arrival at DOC facilities. This includes, but is not limited to:
- a. On a weekly basis, obtain from DOC electronically transmitted pdf copies of all available *Education Program Student Enrollment Referral Forms* generated on that day for each pretrial detainee and sentenced inmate. DOC will provide access to these forms in accordance with this MOA.
 - b. Use the enrollment information provided by DOC to conduct a search in the DC special education database, known as SEDS, to identify residents/scholars who are eligible for special education services.
 - c. For residents/scholars who do not have an education record file in SEDS, use reasonable efforts to contact the residents/scholars' last known school or parent/guardian to inquire about prior special education eligibility.
 - d. For residents/scholars for whom information regarding previous eligibility cannot be obtained through SEDS or efforts to contact last known school or parent/guardian, request any additional known information from the DOC case manager regarding previous eligibility.
 - e. Interview residents/scholars identified as eligible for special education services in order to obtain further relevant information regarding prior special education services received and to discuss whether they desire to continue their special education services. For residents/scholars who want to discontinue special education services, obtain written waiver of services from the detainee/inmate

directly, or from his/her parent, guardian or authorized representative where the detainee/inmate is legally unable to execute a waiver.

- f. On a weekly basis, provide DOC a roster of eligible residents/scholars who have requested the provision of special education services and notify DOC of any previously eligible students who have declined special education services.
 - g. Collaborate with DOC on any particular issues that arise obstructing any of the above requirements to ascertain eligible residents/scholars. If the matter cannot be resolved, Maya Angelou PCS shall contact OSSE for technical assistance and support in resolution, as appropriate.
 - h. Provide general and special education services per the student's IEP. The IEP team will review and revise IEPs for eligible students as necessary whenever a resident is placed on restrictive housing.
 - i. Submit the daily attendance report to the CCR Administrator describing Maya Angelou PCS Academy at D.C. Jail student absences due to security, mental health, physical health, or student refusal.
 - j. Implement and adhere to a multi-tiered approach to promote positive social, emotional, and behavioral support for students to include:
 - 1) Clearly defined and communicated classroom/program rules and expectations;
 - 2) Appropriate examples of desired behaviors taught, modeled, and affirmed; and
 - 3) Consistent and early use of research and evidence-based interventions.
3. Pursuant to this MOA, in collaboration with DOC, ensure Maya Angelou PCS complies with the following guidelines:
- a. Participate in forty (40) hours of Pre-Service Training for all new staff and forty (40) hours of In-Service Training for all personnel working with pretrial detainees and/or sentenced residents in accordance with DOC policy and American Correctional Association ("ACA") standards. This training will be required prior to any personnel contact with residents/scholars.
 - b. Ensure that staff submit the requisite documentations and protocols of the DOC mandated clearance process.
 - c. To the extent feasible, ensure that students escorted to Maya Angelou PCS Academy at D.C. Jail by DOC staff attend educational programming in accordance with their prescribed schedule.

- d. To the extent feasible provide appropriate educational services to all enrolled pretrial detainees and/or sentenced residents in restrictive housing, administrative segregation that are unable to attend the designated classroom areas due to health or security concerns.
 - e. Utilize DOC's data system in order to retrieve reports (e.g. listing of residents less than 22 years of age, residents transferred to another institution and residents released) and participate in any required training pertaining to the software.
 - f. Follow all applicable local and federal timelines for assessments, for the delivery of special education services, and accountability measures.
 - g. Coordinate, manage and provide certified special education teachers, general education teachers, education aides for classroom instruction, and service providers for related services at the DOC for Maya Angelou PCS Academy at D.C. Jail eligible students.
 - h. Ensure that student education records are stored in locked and secured file cabinets located in an area that is designated by the Maya Angelou PCS Academy at D.C. Jail Principal or CCR Education Administrator, or stored in a secure electronic format.
 - i. The Maya Angelou PCS Academy at D.C. Jail Principal, as designated by Maya Angelou PCS, will collaborate with CCR Education Administrator to ensure all educational records are secured and available only for review upon authorization.
 - j. Respond to all written requests submitted by DOC students enrolled in the Maya Angelou PCS Academy at D.C. Jail program and former students to have access to academic records in accordance with the Freedom of Information Act (FOIA), the Family Educational Rights and Privacy Act (FERPA) and DOC policy.
4. Upon receiving notification from DOC that an eligible pretrial detainee or sentenced inmate will be returning to the community, assist DOC and the detainee/inmate as needed by recommending an appropriate school placement and addressing any known barriers or other issues (including, but not limited to homelessness) preventing enrollment in school.

C. Responsibilities of DOC

- 1. For the purpose of this MOA, DOC shall work collaboratively with Maya Angelou PCS to ensure the provision of education services to eligible residents/scholars housed at DOC facilities and attending Maya Angelou PCS Academy at D.C. Jail pursuant to their IEPs. This includes, but is not limited to:

- a. Ensuring that students attending Maya Angelou PCS Academy at D.C. Jail are escorted to their educational program in accordance with their prescribed schedule.
- b. Providing designated classroom(s) for the Maya Angelou PCS Academy at D.C. Jail program, including providing designated classrooms for general and special education instruction, in-person or synchronous, of residents/scholars in restrictive housing. DOC shall also provide an area for instruction of any residents/scholars housed in special medical or disability units located in DOC Facilities. These classroom areas are to be utilized for instruction based on considerations of safety for students and staff.
- c. Ensuring, to the extent feasible, that appropriate educational services are delivered to all enrolled residents/scholars in restrictive housing that are unable to attend the designated classroom areas due to security concerns.
- d. Ensuring that at least one DOC security officer is stationed close enough to any designated educational area to immediately respond to any security threats to Maya Angelou PCS Academy at D.C. Jail staff or other individuals present during instruction.
- e. Providing sufficient space for Maya Angelou PCS staff to conduct re-evaluations, assessments, and deliver related services. Inmates in restrictive housing will be moved to the restrictive housing unit that has a room for the provision of special education consistent with the safety, security, and order of the facility.
- f. Providing sufficient office and planning space at DOC facilities for Maya Angelou PCS Academy at D.C. Jail teachers and administrators to perform their administrative and educational responsibilities pursuant to this MOA.
- g. Providing forty (40) hours of Pre-Service Training for all new Maya Angelou PCS Staff and forty (40) hours of In-Service Training for all Maya Angelou PCS personnel working with residents/scholars in accordance with DOC policy and American Correctional Association ("ACA") standards. This training shall be required prior to any Maya Angelou PCS personnel contact with residents/scholars.
- h. Providing the Maya Angelou PCS appropriate staff with access to DOC's computer data system in order to retrieve reports (*e.g.* listing of inmates less than 22 years of age, inmates transferred to another institution and inmates released). DOC shall also provide the designated Maya Angelou PCS personnel with training on pertinent software.
- i. Providing Maya Angelou PCS with a copy of each day's report containing demographic information regarding all students committed and housed at DOC facilities. The report will be sent each morning by 8:00 a.m. to the Maya Angelou PCS Academy at D.C. Jail Principal or designee.

2. In collaboration with Maya Angelou PCS, ensure that DOC meets its obligations under the IDEA to ascertain all eligible residents/scholars upon their arrival at DOC facilities. This includes, but is not limited to:
 - a. Notifying all residents/scholars who qualify for special education under the IDEA during the intake process about the services that are available.
 - b. Identifying students eligible for special education and related services by carrying out the following:
 - i. DOC will create a Maya Angelou PCS Special Education referral process for every inmate who is at least 18 years of age and up to the age of 22 whereby the Case Manager will review and complete an Education Program Student Enrollment Referral form with each residents/scholars at intake, which will include questions regarding the student's special education eligibility and most recently attended school. Case managers will enter this information into the DOC's database.
 - ii. At least weekly, email an electronically transmitted copy of all available Education Program Student Enrollment Referral forms generated that week in pdf to DOC.Education@dc.gov where it will then be available to Maya Angelou PCS, DOC Case Management, and the DOC Division of College and Career Readiness.
 - iii. The Case Manager will scan a copy of the Education Program Student Enrollment Form into Paper Clips under "other" case management documents and labels it as "School Enrollment."
 - iv. Confirm receipt of a weekly roster providing notification from Maya Angelou PCS of students eligible for special education and related services, and whether those students have accepted or refused services, in accordance with this MOA. Follow up with Maya Angelou PCS POC if the roster is not received, to ensure timely Maya Angelou PCS follow up.
 - v. Notify inmates that special education services are available to eligible residents/scholars by outlining the process for acquiring special education services in the Inmate Handbook received upon entry in DOC.
 - vi. Cooperate with Maya Angelou PCS in implementing the Maya Angelou Sped Handbook. All parties agree that portions of the Maya Angelou PCS Sped Handbook do not apply to correctional institutional settings, and those policies will not be implemented by DOC.

IV. RECORDS & CONFIDENTIAL INFORMATION

- A. When appropriate, student information shall be shared, consistent with requirements imposed by federal and District of Columbia law, among Maya Angelou PCS, DOC and OSSE to ensure compliance with the MOA.

- B. Maya Angelou PCS is custodian of educational records and shall be responsible for the maintenance of the educational records for all students subject to this MOA in the appropriate database or data system, as approved by all Parties.
- C. The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations and policies.

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

V. RESOLUTIONS OF DISPUTES

Disputes which arise among the Parties regarding their responsibilities under or interpretation of this agreement will be brought to the attention of the entity leadership of Maya Angelou PCS, DOC, and OSSE to resolve.

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

If the Parties cannot resolve the dispute within 30 days, the matter shall be referred to the City Administrator in writing for resolution.

VI. EFFECTIVE DATE, DURATION AND RENEWAL OF MOA

This MOA shall be effective ("Effective Date") from Oct. 1, 2021 through Sept. 30, 2022. The duration of this MOA shall be for this entire one year term unless terminated in writing by one or more of the Parties pursuant to Paragraph XI below.

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

VII. MODIFICATION, REVIEW AND IMPLEMENTATION OF MOA

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

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

Parties agree to hold a meeting within 60 days of Oct. 1, 2021 to discuss compliance with this MOA.

VIII. AUTHORITY

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

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

IX. RESPONSIBILITY FOR THE ACTS OF THE PARTIES

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

X. NOTICE AND OBLIGATIONS RELATING TO CONTESTED MATTERS

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

XI. TERMINATION

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

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

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

Within the 90-day period Maya Angelou PCS will provide information and student data necessary to ensure a smooth transition to the new education service provider selected by the District.

XII. CONSTRUCTION/ NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

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

XIII. NOTICE

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

Maya Angelou PCS:

Clarisse Mendoza Davis
Chief Executive Officer
See Forever Foundation-Maya Angelou Public Charter Schools
5600 E. Capitol St
Washington, D.C. 20019
cmendoza@seeforever.org

DOC:

Amy K. Lopez
Deputy Director
Department of Corrections
2000 14th Street, NW
Washington, DC 20009
amy.lopez@dc.gov

OSSE:

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

XIV. ENTIRE AGREEMENT

This MOA contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

XV. SEVERABILITY

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

XVI. HEADINGS, COUNTERPARTS

The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

XVII. ANTI-DEFICIENCY ACT

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

XVIII. PUBLICITY AND MEDIA

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


XIX. JOINTLY DRAFTED

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

XX. LIABILITY AND DUTY TO DEFEND

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

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


Clarisse Mendoza Davis, Chief Executive Officer
Maya Angelou Public Charter School

10/1/2021
Date


Quincy L. Booth, Director
District of Columbia Department of Corrections

10/1/2021
Date


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

10/01/2021
Date