MEMORANDUM OF AGREEMENT
BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS (DOC),
DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS),
AND
DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

RELATED TO:
EDUCATIONAL SERVICES FOR PRETRIAL DETAINEES AND 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"), and the District of Columbia Public Schools ("DCPS") enter into this Memorandum of Agreement ("MOA") to ensure that general and special education services are provided for eligible pretrial detainees and sentenced inmates housed at DOC facilities with the goal of ensuring that required educational services are provided to these individuals pursuant to the Elementary and Secondary Education Act of 1965 ("ESEA"), as amended (20 U.S.C. § 6421 *et seq.*) and the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*).

The purpose of this MOA is to improve educational outcomes by minimizing disruption in general and special education services during the detainment and/or incarceration of youth of compulsory school age,[1] as well as young adults beyond compulsory school age, who are still eligible to receive special education services pursuant to IDEA and who are housed at the Central Detention Facility ("CDF") and the Correctional Treatment Facility ("CTF") (collectively, "DOC facilities"). Pretrial detainees and/or sentenced inmates may be entitled to special education services[2] while at a DOC facility if they are between the ages of 16 and 22 and have previously been found eligible for special education services in accordance with IDEA and local law. Pretrial detainees and/or sentenced inmates at a DOC facility who are below the age of 18 and are *suspected* of being eligible for special education services under the IDEA must be identified and evaluated in accordance with the IDEA and provided services if found eligible. For purposes of this MOA, the term "eligible pretrial detainees and sentenced inmates" shall refer to pretrial detainees and sentenced inmates at DOC Facilities who qualify for general and/or special education services either by virtue of being of compulsory school age, or by virtue of having previously been found eligible for special education services or, if under the age of 18, if suspected of being eligible for special education services.

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 DCPS,

[1] An individual is of compulsory school age if he/she is under 18 years old.
[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.

(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 pretrial detainees and sentenced inmates.

Collectively, the agencies 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 agency is responsible for the duties and obligations set forth herein.

A. DCPS

DCPS is a local education agency ("LEA") in the District of Columbia with responsibility for serving all District children of compulsory school age who enroll in DCPS. (D.C. Official Code § 38-171). DCPS agrees, through this MOA, to be the LEA for eligible pretrial detainees and sentenced inmates housed at a DOC facility who are enrolled in the Inspiring Youth Program ("IYP"). The mission of IYP is to provide education services, including general and special education services, to eligible pretrial detainees and sentenced inmates attending the program.

B. DOC

DOC is the District of Columbia correctional agency responsible for the adult jails and other adult correctional institutions located in the District of Columbia, such as CDF and CTF. The mission of the DOC is to provide a safe, secure, orderly and humane environment for confinement of pretrial detainees and sentenced inmates, while affording those in custody meaningful rehabilitative opportunities that will assist them with constructively re-integrating into the community. The majority of male pretrial detainees and sentenced inmates housed in the CDF are awaiting adjudication of cases or are sentenced for misdemeanor offenses. Female pretrial detainees and sentenced inmates in the custody of the DOC are housed at the adjacent CTF.

For purposes of general education, DOC will provide adult basic education ("ABE")[3]/general education diploma ("GED")[4] programs and other educational supports, as needed, for adult detainees (age 16-22) at DOC facilities which 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

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

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 agencies 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.

III. COMPULSORY EDUCATION AND ENROLLMENT

A. Compulsory education requirements

Pursuant to the DC Code § 38-202(a), every parent, guardian, or other person, who resides permanently or temporarily in DC 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, independent, private, or parochial school, or in private instruction each school year until the minor reaches the age of 18. These District of Columbia compulsory education requirements apply to all pretrial detainees or sentenced inmates subject to this MOA.

IV. SERVICES DELIVERY RESPONSIBILITIES OF EACH PARTY

A. Responsibilities of OSSE

OSSE shall:

1. Ensure education services are delivered in accordance with the IDEA, ESEA and applicable local law, to eligible pretrial detainees and sentenced inmates at DOC facilities by:

    a. Scheduling meetings with DCPS 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 IYP into OSSE's system of IDEA Part B monitoring of LEAs. For IDEA reporting purposes, eligible pretrial detainees and sentenced inmates committed to DOC and enrolled at IYP will be reported under the compliance rates for DCPS.

2. Take appropriate action, as needed, when issues arise with regard to special education service delivery at DOC facilities, if a matter is not resolved by DCPS and DOC.

B. Responsibilities of DCPS

DCPS shall:

1. Be responsible for the development and provision of education services to eligible pretrial detainees and sentenced inmates at DOC facilities. This includes, but is not limited to:

    a. Providing education to eligible pretrial detainees and sentenced inmates, consistent with District of Columbia curriculum and accountability standards of the ESEA, as amended, including the requirement that students 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, with the exception of any pretrial detainees and sentenced inmates who DCPS determines, after conducting a transcript analysis, require less class time in order to graduate at the end of a given semester. (Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (Pub. L. 114-95, Dec. 10, 2015) Part D §§ 1401(a), 1414(a)(1)(A), 1414(c)(4) and 1412(a)(1)(A); 5A DCMR 2100.3)

    b. Conducting transcript analysis within five business days of a student's enrollment into IYP to ensure proper course enrollment.

    c. Determining 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.

    d. Providing special education services to eligible pretrial detainees and sentenced inmates receiving such services in accordance with their IEPs and the age eligibility requirements of local law and IDEA.

    e. For those eligible pretrial detainees and sentenced inmates receiving special education services, scheduling and participating in all multi-disciplinary team ("MDT")/ IEP team[5] meetings for eligible pretrial detainees and sentenced inmates receiving special education. DCPS will provide timely notice to appropriate parties for upcoming IEP[6] meetings.

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[5] *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)).

[6] *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).

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. Following the District of Columbia Office of Specialized Instruction Individual Education Program (IEP) Reference Guide Revised August 2015 for the provision of special education and services at DOC facilities. All manuals will include specific duties and responsibilities for DCPS staff members, applicable local and federal timelines for assessments, and the delivery of special education services and related compliance measures.

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 and funding up to the amount specifically identified in the DCPS budget for each applicable fiscal year for the delivery of general and special education services to eligible pretrial detainees and sentenced inmates.

k. Providing training/professional development opportunities to certified 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 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 IYP classes due to security concerns or hospitalization.

n. Responding to and defending against due process complaints brought against DCPS pursuant to IDEA regarding the provision of special education services at DOC facilities to eligible pretrial detainees and sentenced inmates, and providing reasonable assistance where necessary to resolve state complaints or other initiated legal actions regarding the provision of education services to eligible pretrial detainees and sentenced inmates under this MOA.

2. In collaboration with DOC, ensure that DCPS meets its **child find obligations**[7] under the IDEA regarding the identification of students with disabilities[8]. This includes, but is not limited to:

    a. Obtain access to eligible pretrial detainees and sentenced inmates to determine whether students under age of 18 are suspected of having a disability and/or should be evaluated. Pursuant to U.S. Department of Education guidance (August 19, 2003 Letter to Yudien and December 5, 2014 Dear Colleague Letter), 34 C.F.R. § 300.102(a)(2)(i), and 5E DCMR 3002.2(a), there is no child find/FAPE obligation on the part of the District with regard to incarcerated adults 18-22 years of age who have not previously been identified for special education services.

    b. On a daily basis, by 3:00 PM, 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. Forms generated after 3:00 PM will be provided to DCPS before 3:00 PM of the following day. DOC will provide access to these forms in accordance with this MOA.

    c. Use the enrollment information provided by DOC to conduct a search in the DC special education database, known as SEDS, to identify pretrial detainees and sentenced inmates who are eligible for special education services.

    d. For pretrial detainees and sentenced inmates who do not have an education record file in SEDS, use reasonable efforts to contact the pretrial detainees and sentenced inmates' last known school or parent/guardian to inquire about prior special education eligibility.

    e. For pretrial detainees and sentenced inmates 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.

    f. Interview pretrial detainees and sentenced inmates 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 pretrial detainees and sentenced inmates 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 under the age of 18 or legally unable to execute a waiver.

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[7] For purposes of this MOA, "child find obligations" refers to DCPS responsibility as an LEA under this MOA to identify, locate, and evaluate certain eligible pretrial detainees and sentenced inmates in need of special education and related services.

[8] *Student with a disability* is defined as a student who receives special education and related services pursuant to the IDEA.

g. On a weekly basis, provide DOC a roster of eligible pretrial detainees and sentenced inmates who have requested the provision of special education services while enrolled at IYP, and notify DOC of any previously eligible students who have declined special education services.

h. For pretrial detainees and sentenced inmates ages 16 and 17, take steps to identify and evaluate students suspected of eligibility for special education services but not currently classified as eligible for special education services. Such steps will include observation of and discussion with DOC case managers regarding any behaviors or known medical diagnoses that could be indicative of a disability for referral purposes; and where referral is made for evaluation, conducting an evaluation in a timely manner.

i. For pretrial detainees and sentenced inmates ages 16 and 17 suspected of a disability based on the review described in the above subsection of this MOA, enter all referral and evaluation documentation into SEDS.

j. Collaborate with DOC on any particular issues that arise obstructing any of the above child find requirements. If the matter cannot be resolved, DCPS shall contact OSSE for additional assistance and action, as appropriate.

3. 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 identifying 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 DCPS to ensure the provision of **general education services** to eligible pretrial detainees and sentenced inmates housed at DOC facilities and attending IYP. This includes, but is not limited to:

a. Ensuring pretrial detainees and sentenced inmates of compulsory school age at DOC facilities are appropriately enrolled in IYP, as required by local and federal law.

b. Ensuring that students attending IYP are escorted to their educational program in accordance with their prescribed schedule.

i. DOC case managers will document on a Daily Activity Sheet when students are unable to receive regularly scheduled special education and related services because of refusal of services, unavailability due to court, legal visits, social visits, medical appointments, security procedures, other programs, services and activities, or when there is a bona fide security or compelling penological interest that cannot

otherwise be accommodated pursuant to 34 C.F.R. § 300.324(d)(2). DOC will send the previous day's Daily Activity Sheet to DOC.Education@dc.gov by 8:00 am each morning daily.

c. Providing designated classroom(s)[9] for the IYP program, including providing designated space for general and special education instruction of pretrial detainees and sentenced inmates in restrictive housing. DOC shall also provide an area for instruction of any pretrial detainees or sentenced inmates housed in special medical or disability units located in DOC Facilities.

d. Ensuring, to the extent feasible, that appropriate educational services are delivered to all enrolled pretrial detainees or sentenced inmates in restrictive housing that are unable to attend the designated classroom areas due to security concerns.

e. 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 IYP staff or other individuals present during instruction.

f. Providing space for DCPS 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.

g. Providing forty (40) hours of Pre-Service Training for all new DCPS Staff and forty (40) hours of In-Service Training for all DCPS personnel working with pretrial detainees and sentenced inmates in accordance with DOC policy and American Correctional Association ("ACA") standards. This training shall be required prior to any DCPS personnel contact with pretrial detainees and sentenced inmates.

h. Providing the DCPS-provided IYP Principal, Assistant Principal, and Registrar access to DOC's computer system, the "Jail and Community Corrections System" ("JACCS"), 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 DCPS personnel with JACCS training.

i. Providing DCPS with a copy of each day's Crystal Report containing demographic information regarding all students committed and housed at DOC facilities. The Crystal Report will be sent each morning by 8:00 AM to the IYP Principal or designee.

[9] *Classroom* is defined as an area designated for educational instruction with appropriate seating for teachers and students assigned to the space.

2. For the purpose of this MOA, DOC shall work collaboratively with DCPS to ensure the provision of **special education services** to eligible pretrial detainees and sentenced inmates housed at DOC facilities and attending IYP. This includes, but is not limited to:

    a. Ensuring pretrial detainees and sentenced inmates of compulsory school age at DOC facilities are appropriately enrolled in IYP, as required by local and federal law.

    b. Ensuring that students attending IYP are escorted to their educational program in accordance with their prescribed schedule.

        i. DOC case managers will document on a Daily Activity Sheet when students are unable to receive regularly scheduled special education and related services because of refusal of services, unavailability due to court, legal visits, social visits, medical appointments, security procedures, other programs, services and activities, or when there is a bona fide security or compelling penological interest that cannot otherwise be accommodated pursuant to 34 C.F.R. § 300.324(d)(2). DOC will send the previous day's Daily Activity Sheet to DOC.Education@dc.gov by 8:00 a.m. each morning daily.

    c. Providing designated classroom(s) for the IYP program, including providing designated classrooms for general and special education instruction of pretrial detainees and sentenced inmates in restrictive housing. DOC shall also provide an area for instruction of any pretrial detainees or sentenced inmates housed in special medical or disability units located in DOC Facilities.

    d. Ensuring, to the extent feasible, that appropriate educational services are delivered to all enrolled pretrial detainees or sentenced inmates in restrictive housing that are unable to attend the designated classroom areas due to security concerns.

    e. 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 IYP staff or other individuals present during instruction.

    f. Providing space for DCPS 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.

    g. Providing forty (40) hours of Pre-Service Training for all new DCPS Staff and forty (40) hours of In-Service Training for all DCPS personnel working with pretrial detainees and sentenced inmates in accordance with DOC policy and American Correctional Association ("ACA") standards. This training shall be required prior to any DCPS personnel contact with pretrial detainees and sentenced inmates.

h. Providing the DCPS-provided IYP Principal, Assistant Principal, and Registrar access to DOC's computer system, the "Jail and Community Corrections System" ("JACCS"), 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 DCPS personnel with JACCS training.

i. Providing DCPS with a copy of each day's Crystal 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 IYP Principal or designee.

3. In collaboration with DCPS, ensure that the District of Columbia meets its **child find obligations** under the IDEA regarding the identification of students with disabilities or impairments. This includes, but is not limited to:

   a. Giving DCPS access to District of Columbia pretrial detainees and sentenced inmates to determine whether any District of Columbia pretrial detainees and sentenced inmates under age 18 are suspected of having a disability and/or should be evaluated and whether they meet eligibility criteria for special education services.

   b. Notifying all pretrial detainees and sentenced inmates who qualify for special education under the IDEA during the intake process about the services that are available.

   c. Identifying students eligible for special education and related services by carrying out the following:

      i. In the Intake Unit, DOC will create a DCPS Special Education referral process for every inmate between the ages of 18 and 22 whereby the Case Manager will review and complete an Education Program Student Enrollment Referral form with each pretrial detainees and sentenced inmates, which will include questions regarding the student's special education eligibility and most recently attended school.

      ii. E-mail, once per day by 3:00 PM, an electronically transmitted copy of all available Education Program Student Enrollment Referral forms generated that day in pdf to DOC.Education@dc.gov where it will then be provided to DCPS, DOC Case Management, the GED Program, the DOC Education Department, and IYP Records. In the event DOC is unable to provide an Education Program Student Enrollment Referral form on the day it is generated, it must be provided within three (3) business days.

      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, by 3:00 PM each Friday, of a weekly roster providing notification from DCPS 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 DCPS POC if the roster is not received, to ensure timely DCPS follow up.

v. Notify inmates that special education services are available to eligible pretrial detainees and sentenced inmates by outlining the process for acquiring special education services in the Inmate Handbook received upon entry in DOC and posting a notice describing the Referral Process in the Housing Units at CDF and CTF.

vi. Follow the DCPS Office of Special Education Manual, Reference Guide and the Manual for Special Education for pretrial detainees and sentenced inmates for the provision of special education services at CDF and CTF. All manuals will include specific duties and responsibilities for DCPS and DOC staff members; applicable local and federal timelines for assessments and for the delivery of special education services; and accountability measures.

4. For students returning to the community, notify DCPS no less than one business day before an eligible pretrial detainee or sentenced inmate will be returning to the community, unless extenuating circumstances exist that require the detainee/inmate to return to the community within less than one business day; notify DCPS if assistance is needed in identifying an appropriate school placement for such detainee/inmate; and notify DCPS if DOC encounters any barriers to such detainee/inmate's enrollment in school and needs assistance in resolving the issue. Such notifications shall be provided to DCPS as early as possible prior to the detainee/inmate's release.

V. RECORDS & CONFIDENTIAL INFORMATION

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

B. DCPS 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).

VI. 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 agency directors of DCPS, 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, the matter shall be referred to the City Administrator in writing for resolution.

VII. EFFECTIVE DATE, DURATION AND RENEWAL OF MOA

This MOA shall be effective ("Effective Date") from Oct. 1, 2017 through Sept. 30, 2018. Duration of this MOA shall be for this entire one year term unless terminated in writing by one or more of the Parties.

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 the Parties prior to expiration of the term or any subsequent term agreed to pursuant to this provision.

VIII. 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, 2017 to discuss compliance with this MOA.

IX. 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.

X. 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 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.

XI. 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.

XII. TERMINATION

Any Party may terminate this MOA any time upon 90 days written notice to the other Parties. 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;
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.

XIII. CONSTRUCTION/ NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

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. 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. 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:

DCPS:
Antwan Wilson
Chancellor
D.C. Public Schools
1200 First Street, NE
Washington, DC 20002
Antwan.Wilson@dc.gov

DOC:
Quincy L. Booth
Director
Department of Corrections
2000 14th Street, NW
Washington, DC 20009
Quincy.Booth@dc.gov

OSSE:
Hanseul Kang
State Superintendent of Education
Office of the State Superintendent of Education
810 First Street, NE
Washington, DC 20002
Hanseul.Kang@dc.gov

XV. 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.

XVI. SEVERABILITTY

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

XVII. 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.

XVIII. 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, 31U.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.

XIX. 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.

XX. 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.

XXI. LIABILITY

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.

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

Antwan Wilson, Chancellor
District of Columbia Public Schools

11/16/17
Date

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

11/2/18
Date

Hanseul Kang, State Superintendent
Office of the State Superintendent of Education

11/2/17
Date