

Memorandum of Agreement (MOA)
Between
The Office of the State Superintendent of Education (OSSE),
The District of Columbia Public Schools (DCPS),
And
The District of Columbia Child and Family Services Agency (CFSA)
Related to the Provision of Specialized Educational Services for Children and Youth in care and custody
of the Child and Family Services Agency

I. INTRODUCTION AND PURPOSE

The Office of the State Superintendent of Education (“OSSE”), the District of Columbia Public Schools (“DCPS”), and the District of Columbia Child and Family Services Agency (“CFSA”), collectively referred to herein as the “Parties” and individually referred to as a “party”, enter into this Memorandum of Agreement (“MOA”) regarding specialized educational services for children and youth placed in out of state placements by CFSA.

Through collaboration and coordinated activities by OSSE, DCPS, and CFSA, the purpose of this MOA is to improve educational outcomes for foster children and youth by requiring continued coordination and involvement by representatives of OSSE, DCPS and CFSA, as appropriate; monitoring the delivery of specialized educational services to ensure a free appropriate public education (“FAPE”) is provided to students eligible under the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.) and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), (“Section 504”); and facilitating the transition of children and youth between school settings to improve outcomes and promote further schooling. A child in foster care is to be defined as a child who is removed from home and whose care and placement are the responsibility of the CFSA. While DCPS is not the local educational agency (“LEA”) for students placed in a foster care home and enrolled in a public school in another jurisdiction, through the collaborative and coordinated activities of this MOA, DCPS shall act on behalf of OSSE to ensure the provision of specialized educational services for this population of students. Additionally, the purpose of this MOA is to ensure compliance with local law applicable to children of compulsory school age.

This MOA applies to foster children and youth who are District of Columbia residents and are:

- Placed in a foster home or group home setting outside of the District of Columbia and are enrolled in a public school outside of the District of Columbia; or
- Placed in a foster home or group home setting outside of the District of Columbia and enrolled in a public school outside the District of Columbia and are referred for a more restrictive nonpublic school placement by the LEA of enrollment; or

- Placed by CFSA in residential treatment facilities (“RTCs”) or psychiatric residential treatment facilities (“PRTFs”) outside of the District of Columbia.¹

The Parties of 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 (“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 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. DCPS

DCPS is a LEA in the District of Columbia with responsibility for serving all District of Columbia children of compulsory school age who enroll in DCPS. DCPS is the LEA for District of Columbia resident children and youth placed in RTCs, PRTFs, and non-public schools by CFSA.

C. CFSA

CFSA is the child welfare agency for the District of Columbia, which is responsible for protecting child victims and children at risk of abuse or neglect. CFSA’s duties include, among other things, investigating abuse or neglect reports, assessing and treating children and families within its care, and providing child protective services, foster services, and post-permanency services (D.C. Official Code § 4-1303.01a, 4-1303.03). In executing its duties and responsibilities, CFSA may place children/youth in temporary settings outside the District of Columbia. During such placement, children/youth may be enrolled in a school in that jurisdiction but the child/youth remain wards² of the District of Columbia.

¹ This MOA does not apply to students who are CFSA wards and who maintain a school enrollment within the District of Columbia.

² For the purpose of this MOA, wards will be defined as a child who is removed from home and whose care and placement are the responsibility of the CFSA, and will be used interchangeably with the term children in foster care.

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 the Point of Contact Addendum Notification along with the most current MOA. This information will be available on the OSSE website.

III. COMPULSORY EDUCATION AND ENROLLMENT

A. Length of Time for Educational Services

Every parent, guardian, or other person, who resides permanently or temporarily in the District of Columbia 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 during the period of each year when the public schools of the District of Columbia are in session. (D.C. Official Code § 38-202(a).) These District of Columbia compulsory education requirements apply to all children subject to this MOA, including those children who are enrolled at public schools outside of the District of Columbia. This educational obligation of the parent, guardian, or other person having custody of a child subject to this MOA shall be consistent with the District of Columbia compulsory education requirements (D.C. Official Code § 38-202 (a)), the IDEA and Section 504.

B. Enrollment in School

CFSA shall coordinate with resource parents, birth families, and where applicable, educational decision makers, for children and youth in foster care to ensure school enrollment.

IV. SERVICE DELIVERY AT PUBLIC SCHOOLS OUTSIDE THE DISTRICT OF COLUMBIA

A. OSSE shall:

1. Ensure a FAPE is provided to children/youth with disabilities who are CFSA wards and placed outside of the District of Columbia, consistent with appropriate federal and local laws and the terms of this MOA, by contracting with DCPS as the entity to provide oversight on behalf of OSSE.
2. Schedule meetings with DCPS and CFSA not less than once a year, and more often as needed, to discuss the delivery of educational services and coordination of activities consistent with this MOA.

3. Take appropriate action, as needed, when issues arise with regard to the service delivery at a school outside the District of Columbia that DCPS has not resolved and engage CFSA, as needed, to resolve the matter.
4. Be responsible for paying authorized tuition service fees upon CFSA's verification of ward status for each billing period.

B. DCPS shall:

Serve as, on behalf of OSSE, the oversight body for children and youth attending public schools outside of the District of Columbia subject to this MOA, as follows:

1. Ensure that the District of Columbia meets its child find obligations under the IDEA or Section 504 regarding the identification of students with disabilities or impairments, with assistance from CFSA as appropriate, which shall include periodic access to District of Columbia students to determine whether any District of Columbia students are suspected of having a disability and/or should be evaluated.
2. Obtain and review, no less than once per year, student records for students covered under this MOA that are enrolled in a public school outside of the District of Columbia and that receive services in accordance with an Individualized Education Program ("IEP") or Section 504 plan. DCPS shall notify OSSE of any possible deficiencies regarding the provision of entitled services.
3. Provide assistance to a school outside the District of Columbia, as requested by that school, parent, educational decision maker, or CFSA regarding the implementation of IDEA or Section 504. If the assistance does not resolve the issue that a student may be experiencing at school (after appropriate attempts), DCPS shall contact OSSE for additional assistance and action, as applicable.
4. Upon notification that the student may need a more restrictive environment in order to receive a FAPE, attend a meeting with school officials and other appropriate representatives to discuss a potential change of location or placement. The recommendation that a student requires a change of location or placement shall be made by the student's LEA. DCPS, on behalf of OSSE, will participate in the change in location/placement process. All documents related to this matter shall be provided to OSSE in the event a recommendation for a more restrictive setting is made, in accordance with OSSE policies and procedures.

5. Contact OSSE and CFSA when issues arise that cannot be resolved or at any time as deemed appropriate.

C. CFSA shall:

1. Ensure all children of compulsory school age in foster care who are placed outside of the District of Columbia are appropriately enrolled in schools as required by local and federal law.
2. Notify DCPS and OSSE no less than one business day before a student will be returning to the District if assistance is needed in identifying an appropriate school placement, or if they encounter any barriers to a student's enrollment and need assistance in resolving the issue.
3. CFSA's Office of Well Being will be the main point of contact with and provide coordination with DCPS and OSSE. Each child's assigned social worker will work with the Office of Well Being to ensure the child is enrolled in school and will bring any issue concerning the delivery of educational services to the attention of DCPS and OSSE through the Office of Well Being.
4. Work cooperatively with DCPS and OSSE, as appropriate, to identify another school location or placement for the student if the current school enrollment is failing to provide a FAPE.

V. SERVICE DELIVERY AT RTCs, PRTFs, and Nonpublic Day Schools

A. DCPS shall:

Be responsible as an LEA for students in foster care placed by CFSA in a RTC, PRTF, or attending a non-public school, as follows:

1. DCPS shall be responsible for ensuring that children and youth receive a FAPE in their least restrictive environment.
2. DCPS shall be responsible for convening all IEP meetings (including without limitation annual review of the IEP), eligibility meetings (including without limitation the triennial evaluation of the student), and any other meetings necessary to ensure timely and appropriate delivery of services to the student.
3. If any issues arise with regard to the appropriate provision of FAPE, DCPS will engage with OSSE and CFSA to try to resolve the matter.

4. DCPS and CFSA will communicate regularly regarding a youth in RTC or PRTF placement and shall jointly plan for the return of the youth to the community as deemed appropriate.
5. Upon notification from the RTC/PRTF that a youth is expected to be discharged, DCPS shall convene an IEP Team or Section 504 meeting with the student, CFSA representative, facility staff and other appropriate representatives including parents to address an appropriate transition back to the community and/or another location. Provided DCPS receives notice of the discharge no less than thirty (30) days before the projected date of discharge, DCPS will convene a meeting to ensure an appropriate educational placement is identified prior to the student's discharge. In the event that DCPS is not notified of the discharge within such thirty (30) day timeline, DCPS, OSSE, and CFSA will work cooperatively to ensure an appropriate educational placement is identified prior to the child/youth's return from the RTC/PRTF.
6. When a youth who is high school aged is moved to a new school, and before the start of every school year, DCPS shall conduct a transcript analysis and provide a copy of the analysis to CFSA and OSSE within five (5) school days.

B. CFSA shall:

1. In the event CFSA places a child in a RTC/PRTF, CFSA shall coordinate with DCPS and the facility staff to ensure that all District of Columbia students who are suspected of having a disability receive an evaluation and services, as appropriate.
2. Provide DCPS with completed enrollment forms³ and a copy of the ward letter within five (5) business days of placement of a student into a RTC, PRTF, or nonpublic day school. CFSA shall continue to provide funding for residential services when placement is initiated by CFSA in accordance with established CFSA regulations.
3. Provide documentation to DCPS if a student is no longer a ward of the District of Columbia within five (5) business days of a court order or other event ending the child's custody in CFSA's care and invite DCPS to the student's discharge planning meeting.

³ For the purpose of this section, "enrollment forms" will be defined as forms necessary to facilitate enrollment at DCPS.

VI. RECORDS

- A. All student educational records shall be shared, consistent with requirements imposed by federal and District of Columbia law, among CFSA, DCPS and OSSE to ensure compliance with the MOA.
- B. OSSE will grant DCPS central office points of contact with access to information regarding CFSA involved students in the Statewide Longitudinal Education Database (SLED). During the duration of this MOA, OSSE and CFSA will work collaboratively to ensure that the data points listed below are added and updated in SLED.
- C. Information in SLED will include, but is not limited to:
 - 1. Student demographic information (i.e. name, date of birth, home address, and USI, if available).
 - 2. Date the student came into care, date the student exited care, and current court status.
 - 3. Name of student's current educational placement and date of placement.
 - 4. Parent/guardian contact information (e.g. foster/resource parent name, foster/resource parent home address, phone number, and e-mail address, if available).
 - 5. Social worker name and contact information (until it is updated in SLED, CFSA will provide all parties with a directory, quarterly).
- D. DCPS shall be responsible for the maintenance of the educational records for all students subject to this MOA, under section V(A), in the appropriate database or data system as identified in the data sharing protocols under section VI.
- E. 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 5-E DCMR §2600 *et seq.* (governing student records).

VII. Domicile Status for Youth

OSSE and CFSA shall work together to maintain records relating to the child's classification as a ward of the District of Columbia. The document(s) shall include confirmation that the student(s) is a bona fide ward when designated as an independent student to ensure eligibility for student financial aid when applying for state, federal grants and/or loans to attend post-secondary educational institutions.

VIII. RESOLUTIONS OF DISPUTES

Disputes among the Parties shall be brought to the attention of respective agency directors of OSSE, CFSA and DCPS.

The parties will work cooperatively to resolve the dispute. Any dispute that is not resolved cooperatively among the Parties shall be referred to the City Administrator for resolution.

IX. DURATION OF MOA

The period of this MOA shall be continuing from the date of execution unless terminated in writing by one or more of the parties.

X. AUTHORITY OF MOA

This MOA is entered in pursuant to the authority granted under D.C. Official Code §§ 38-172 (a-b); 38-174 (c); D.C. Official Code §§ 38-2602(b)(11), (12) and (15); D.C. Official Code § 38-2602.01; and Part B of the IDEA, 20 U.S.C. § 1412 (a)(12).

XI. RIGHTS OF PARTIES

A. Changes to the MOA/Designation of Representatives

Any party may request to modify the terms of this MOA. Any modification (other than a Point of Contact Notification as noted above), revision or amendment to this MOA shall be upon mutual agreement and incorporated as a written amendment signed by the parties.

B. Responsibility for the Acts of the Parties

No employee or agent of a party to this MOA shall be deemed to be an employee or agent of another party to this MOA and shall have no authority, expressed or implied, to bind any other party 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, during the duration of this MOA.

C. Notice and Obligations Relating to Contested Matters

Any party to this MOA named as a Respondent in a contested matter (such as a due process complaint, state complaint or court action under the IDEA, or Section 504), 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 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 MOA up to the date of termination.

XIII. CONSTRUCTION

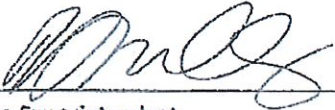
The MOA is in no way to be construed as limiting or diminishing the responsibilities of the participating agencies under federal or District of Columbia law. In all instances, this MOA is to be construed to comply with the requirements for federal and District of Columbia law. This MOA shall not be construed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

This MOA shall be effective upon execution by all signatories.

XV. The Parties execute this MOA as follows:


OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:



State Superintendent
Hanseul Kang

8/17/17
Date

DISTRICT OF COLUMBIA CHILD AND FAMILY SERVICES AGENCY:



Director
Brenda Donald

9-5-17
Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS



Chancellor
Antwan Wilson

10/10/17
Date