

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

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Hosanna Mahaley Jones

Hosanna Mahaley Jones
State Superintendent

11.20.12

Date

DEPARTMENT OF YOUTH REHABILITATION SERVICES:

Neil Stanley
Director

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Kaya Henderson
Chancellor

Date

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

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Hosanna Mahaley
State Superintendent

Date

DEPARTMENT OF YOUTH REHABILITATION SERVICES:

Neil Stanley
Director

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:



Kaya Henderson
Chancellor

11/20/12
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
The District of Columbia Public Schools
AND
The Department of Mental Health
For Implementation of Primary Project**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into by the District of Columbia Public Schools, (“DCPS”) and the Department of Mental Health; (“DMH”) shall be collectively referred to herein as the “Parties.” The purpose of this agreement is for the implementation of Primary Project.

II. BACKGROUND

The DCPS requires the services of the DMH for the implementation, supervision, and administration of the Primary Project program, which is a school-based early detection and prevention program that enhances social, emotional, behavioral and learning skills and reduces social, emotional and school adjustment difficulties in preschool through primary grade children. Initially, young children with early school adjustment difficulties (mild aggression, withdrawal and learning difficulties) are identified through the use of carefully developed screening and detection methods. Once at-risk children are identified, these children meet with carefully selected and trained paraprofessionals (child associates) who utilize developmentally appropriate child-led play as a vehicle to provide them with timely, effective support. Child associates work closely with and under the supervision of mental health professionals to provide effective and cost efficient care for the children they serve.

III. AUTHORITY FOR MOA

The authority for this MOA is D.C. Official Code Section 1-301.01(k) and any other authority under the Parties’ programs.

VI. SCOPE OF SERVICES

DCPS shall:

1. Allow the Department of Mental Health to provide Primary Project in DCPS schools, the specific number of schools and grade levels to be determined by available funding each school year.
2. Notify the identified schools of the Project and of the requirements including but not limited to providing space in the schools and provide support to DMH in the form of intervention with the schools in cases of school’s inability to meet these requirements. In

cases where schools are unable to meet requirements necessary to provide Primary Project Services, the Parties will identify a replacement school collectively.

3. Upload student information from STARS to COMET database for all participating Primary Project DCPS schools in order to allow teacher access for screening. Upload of information shall take place within 2 weeks of signing the MOA for school year SY12-13 and within 2 weeks of the opening of each subsequent school year.

DMH shall:

1. Agree to the terms associated with MOA. DMH agrees to make all efforts to implement with fidelity to the program model and program requirements in the selected schools.
2. Recruit candidates and contract Primary Project Child Associates, who will have contracts that run concurrently with the remainder of the DCPS school year.
3. Ensure that all child associates have completed criminal background checks with DMH which are in compliance with DCPS requirements and are cleared by DMH prior to any interaction with children.
4. Provide the funding to employ a licensed mental health professional with experience working with schools to serve as Primary Project Manager and Project Coordinator (“Supervisor”); the job duties of the Supervisor will meet the requirements consistent with Program model.
5. Provide the funding for all elements of evaluation of the program utilizing the Children’s Institute COMET database system and electronic screening measures.
6. Comply with all data sharing agreements between DMH and Children’s Institute.
7. Ensure Children’s Institute agrees to and adheres to any confidentiality and data-sharing agreements required by DCPS.
8. Provide DCPS with a mid-year report on utilization to include number of schools, number of children screened, number of children participating in program and an end of the year report which will provide an aggregate report of findings at the end of the school year as to the outcomes of the program as well as utilization data from the program in the selected DCPS schools.

VII. DURATION OF MOA

The period of this MOA shall be from October 1, 2012 through September 30, 2015, unless terminated in writing by the Parties prior to the expiration.

VIII. RECORDS AND REPORTS

The DMH shall report monthly in writing about the status of the program objectives, progress against goals and outcomes. The DMH shall also report verbally when requested and continuously inform the DCPS.

IX. COMPLIANCE AND MONITORING

As this MOA is being operated in DCPS Schools, DMH will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to the services provided by this MOA, in accordance with all relevant federal and local statutes, regulations and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of the DMH agency.

XI. TERMINATION

Either Party may terminate this MOA in whole or in part by giving ninety (90) calendar days' advance written notice to the other Party.

XII. NOTICE

The following individuals are the contact points for each Party under this MOA:

Barbara Parks
Clinical Program Administrator, Prevention & Early Intervention Programs
Department of Mental Health
202-698-1871

Deitra Bryant-Mallory,
Director of Related Services Quality
District of Columbia Public Schools
202-907-8084

XIII. MODIFICATIONS

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

In Witness Whereof, the Parties hereto have executed this MOA has follows:

DEPARTMENT OF MENTAL HEALTH

Stephen Baron
Director

Date: _____

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

Kaya Henderson
Chancellor

Date: _____

MEMORANDUM OF AGREEMENT

BETWEEN

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION,

THE DEPARTMENT OF YOUTH REHABILITATION SERVICES,

AND

THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS

RELATED TO:

**Educational Services for Youth Committed to the Department of Youth Rehabilitative
Services**

I. INTRODUCTION AND PURPOSE

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

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

- This MOA applies to youth who are committed to DYRS and are detained and housed at the New Beginnings Youth Development Center in residential treatment facilities (RTCs) psychiatric residential treatment facilities (PRTFs), out-of-state (OOS) group homes .

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

II. PARTIES TO THIS AGREEMENT

A. OSSE

OSSE is the District of Columbia State Education Agency with responsibility for performing the functions of a state education agency under applicable federal law, including grant-making authority, oversight, and state educational agency functions for standards, assessments, and federal accountability requirements for elementary and secondary education. (D.C. Official Code § 38-2601 *et seq.*) In accordance with Title I, Part D of the Elementary and Secondary Education Act (20 U.S.C. § 6421 *et seq.*), OSSE is responsible for ensuring that District of Columbia agencies with responsibility for providing a free public education to delinquent youth comply with all applicable statutory and regulatory requirements. (20 U.S.C. § 6434(a)(2)(C)(iii).) In accordance with Part B of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 *et seq.*), OSSE

is responsible for ensuring that a free appropriate public education is made available to eligible children with disabilities and that all such programs administered by other District of Columbia agencies, are under OSSE's general supervision and meet District of Columbia educational standards. (20 U.S.C. § 1412(a)(11).)

B. DYRS

DYRS is the District of Columbia juvenile justice agency and administers detention, commitment and aftercare services for youth committed to DYRS' legal custody. DYRS is responsible for providing youth in its custody with food, shelter, education and ordinary medical care. (D.C. Official Code §§ 16-2320(c)(2), 16-2301 (21)(C), and 2-1515.01 (5)(A).) DYRS is the public agency responsible for ensuring FAPE for youth committed to DYRS and attending school at the New Beginnings Youth Development Center (New Beginnings) for all purposes except for determining educational placement and location of services after discharge from New Beginnings.

C. DCPS

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

D. POINTS OF CONTACT

III. All Parties will identify the specific individuals responsible for implementing the obligations defined within this MOA. This information will be reviewed and updated at the beginning of each school year to ensure that internal and external stakeholders are provided with relevant program and contact information. COMPULSORY EDUCATION AND ENROLLMENT

A. Compulsory Education Requirements

Every parent, guardian, or other person, who resides permanently or temporarily in the District during any school year and who has custody or control of a minor who has reached the age of 5 years or who will become 5 years of age on or before September 30th of the current school year, shall place the minor in regular attendance in a public, independent, private, or parochial school, or in private instruction during the period of

each year when the public schools of the District are in session. This obligation of the parent, guardian, or *other person having custody* extends until the minor reaches the age of 18 years or graduates with a regular diploma prior to such age. (D.C. Official Code § 38-202(a).)

B. Enrollment in School

When a minor child residing in the District of Columbia is committed to the legal custody of DYRS, that child shall be enrolled in school if not already enrolled at the time commitment. DYRS shall coordinate with parents and families to ensure school enrollment. However, in the case that a parent has not enrolled a youth of compulsory school age in school within five (5) school days of commitment to DYRS, a DYRS placement change returning the youth to the community, or the beginning of a school year, DYRS shall exercise its authority to enroll the youth in school.

IV. SERVICE DELIVERY AT NEW BEGINNINGS YOUTH DEVELOPMENT CENTER

A. OSSE shall:

1. Ensure a free public education is provided to DYRS involved youth housed at the New Beginnings Youth Development Center (New Beginnings) consistent with the terms of this MOA, consistent with appropriate federal laws.
2. Schedule meetings with DYRS and DCPS no less than once a year and more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA.

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

1. Ensure a free public education is provided to DYRS youth housed at New Beginnings consistent with the terms of this MOA consistent with appropriate federal laws.
2. Ensure the provision of a free public education in accordance with District of Columbia curriculum and accountability standards and Title I, Part D of the Elementary and Secondary Education Act including without limitation the requirement that children shall be enrolled in educational programming for at least 30 hours per week under the care and instruction of teachers and other staff with requisite training.

3. For enrolled students who qualify as eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA), DYRS shall be responsible for ensuring that children receive a free appropriate public education (FAPE) in the least restrictive environment. DYRS shall be responsible for convening all Individualized Education Program (IEP) or Section 504 meetings (including without limitation annual review of the IEP or Section 504 plan), eligibility meetings (including without limitation the triennial evaluation of the child), and any other meeting necessary to ensure timely and appropriate delivery of services to the student during the period of commitment to DYRS.
4. Regularly review student performance data to determine whether the student is receiving all educational services to which the student is entitled, including without limitation all services designated in an IEP or Section 504 plan.
5. Determine the most beneficial method of assigning grades to the student based on performance in course work in the program, issuing report cards, and hosting parent conferences. DYRS shall bear ultimate responsibility for assigning course credits based on the student's performance in course work at New Beginnings and ensuring that the student's educational records are up-to-date and ready to be transmitted for all youth discharged from New Beginnings.
6. Perform screenings of students upon their placement at New Beginnings to determine current educational deficits, and instructional strategies and curriculum implementation, as appropriate.
7. Ensure full implementation of the IEP and/or Section 504 plan by qualified professionals for students with qualifying disabilities
8. Confer with OSSE to ensure course work is consistent with the District of Columbia's requirements for graduation.
9. Be responsible for administration of the District of Columbia state-wide assessment (DC-CAS), as applicable.
10. Coordinate with DCPS for all students who will be attending DCPS schools upon release, specifically DYRS shall:

- a) Invite DCPS to all discharge planning meetings for youth who are petitioning from Level 4 to Level 5 of New Beginnings's six (6) level system.
- b) Provide DCPS with information regarding the youth's educational status at least one (1) week before the Level 4 YFTM/Transition Meeting, to include:
 - (1) Academic standing – credits earned and current classes,
 - (2) Special education status – copy of current IEP, and
 - (3) 504 status and any other relevant information.
- c) Allow DCPS access to observe students who have expressed interest in returning to DCPS, as appropriate, to assist in transition planning, as applicable.

Coordinate with individual charter schools, adult education, and/or GED programs for all other students, as applicable.

C. In order to promote successful and orderly transitions from New Beginnings to DCPS schools, DYRS and DCPS shall:

- 1. Participate in all Level 4 YFTM/Transition Meetings, which occur when a youth reaches Level 4 of the model unit program at New Beginnings, as appropriate to ensure timely and appropriate education planning. DCPS shall request from DYRS, within one week after the discharge planning meeting, any additional information needed to inform placement recommendations.
- 2. For all students, DYRS shall notify DCPS when the youth reaches Level 6 of the model program and shall identify the community placement to which the youth is expected to be discharged with as much specificity as possible. At that time, DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. DYRS shall notify DCPS if the expected community placement changes.
- 3. For students without IEPs, and based on the transcript analysis and expected community placement, DCPS shall identify the youth's neighborhood school or recommend alternative DCPS schools to ensure proper course enrollment.
- 4. For students with IEPs, shall submit materials to the DCPS step down review committee by the next weekly review submission deadline. These

materials will include any new evaluations, new progress reports or similar information, as requested by DCPS, that will assist in the review.

DCPS' step down review committee shall, based on all available information, make a recommendation to the IEP team at New Beginnings regarding the student's next location of educational services.

5. As needed, or if the IEP team disagrees with DCPS' recommendation, DYRS shall convene an IEP meeting. The goal of this IEP meeting will be to:
 - a) Share additional information regarding the student's strengths, needs, educational goals and transition planning to-date between New Beginnings and DCPS;
 - b) Allow the student to express his educational goals and stated concerns regarding transitioning from New Beginnings;
 - c) Review the student's IEP and revise, if necessary; and
 - d) Determine the student's placement and proposed location of services.
6. The participants in any IEP meeting held according to the above section shall include:
 - a) DYRS school general education teacher;
 - b) DYRS school special education teacher;
 - c) DYRS representative;
 - d) Student and parent, if the student is under age 18 or otherwise requests parental participation;
 - e) DCPS representative; and
 - f) DCPS anticipated school representative (if applicable).
7. For all youth to be enrolled in DCPS after discharge from New Beginnings, DCPS shall provide an enrollment packet to DYRS in advance. DYRS shall assist the youth, and/or the youth's family, to complete the enrollment packet and shall provide the completed packet to DCPS no later than the day of discharge to ensure immediate enrollment. Upon enrollment of a student with an IEP, DCPS shall issue a prior written notice regarding the

proposed placement and location of service. This notice shall be issued within one (1) business day of discharge.

8. DYRS shall notify DCPS within one (1) business day of a youth's return to the community from New Beginnings.
 - a) DCPS shall notify DYRS within five (5) business days if the youth has not enrolled in school and request assistance to determine the school status of the youth. If the youth's status cannot be determined and supported by documentation:
 - (1) If the student is age 18 or above, DCPS will follow DCPS' attendance and truancy policies
 - (2) If the student is age 17 or under, DCPS will initiate its truancy protocol.
9. For all youth with commitments set to expire before reaching level 4, DYRS shall notify DCPS the two agencies set a modified transition schedule.

V. IDEA MONITORING AND YOUTH SCHOOL TRANSITION FROM RESIDENTIAL TREATMENT CENTERS (RTCs), PSYCHIATRIC RESIDENTIAL TREATMENT FACILITIES (PRTFs) AND OUT-OF-STATE GROUP HOMES (OOS GROUP HOMES)

- A. OSSE shall:
- B. **Schedule meetings with DYRS and DCPS no less than once a year and more often as needed, to discuss the delivery of education services and coordination of activities required under this MOA. In order to ensure the delivery of quality educational services to adjudicated District of Columbia youth of compulsory school age who are placed by DYRS at residential treatment facilities, DYRS and DCPS shall:**
 1. DYRS shall ensure that contractual language is included in subsequent contracts with RTC, PRTF and OOS group home providers that ensures compliance with federal and District of Columbia law and ensures that District of Columbia students are positioned to earn a high school diploma, IEP completion certificate or GED. Changes to any youth's course of study shall be made with DYRS consultation. Until such time as all contracts or agreements are modified, DYRS shall provide a copy of this MOA to all RTCs, PRTFs, and RTCs with information regarding implementation requirements. Subsequent contract will take into consideration compliance with requirements;

2. DYRS shall ensure that all RTCs, PRTFs and OOS group homes, and awaiting placement facilities, if any, are provided with a copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores) prior to or at the time of arrival;
3. At DYRS' request, DCPS shall conduct a transcript analysis for a youth in an "awaiting placement" status and provide a copy of the analysis to DYRS within five (5) school days. DYRS shall use the analysis for planning purposes.
4. DYRS shall notify DCPS within one (1) business day of any new placement or lateral placement change of a committed youth in an RTC, PRTF or OOS group homes outside of the District of Columbia and provide:
 - a) A copy of each student's most recent IEP and report card or transcript (and, if applicable, GED test scores);
 - b) A completed DCPS enrollment form; and
 - c) A DYRS ward letter.
5. Upon receipt of notification, DCPS shall enroll the youth in DCPS and contact the RTC, PRTF or group home in which the student has been placed;
6. For students with IEPs:
 - a) DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. Based on the transcript analysis, DCPS shall ensure proper course enrollment.
 - b) For enrolled students who qualify as eligible for services under the Individuals with Disabilities Education Act (IDEA or) Section 504, of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA) DCPS shall be responsible for ensuring that children receive a free appropriate public education (FAPE) in the least restrictive environment. DCPS shall be responsible for convening all Individualized Education Program (IEP) or Section 504 meetings (including without limitation annual review of the IEP or Section 504 plan), eligibility meetings (including without limitation the triennial evaluation of the child), and any other meeting necessary to ensure timely and appropriate delivery of services to the student during the period of commitment to DYRS. DCPS shall invite DYRS staff to all applicable meetings.

- c) DCPS shall regularly review student performance data to determine whether the student is receiving all educational services to which the student is entitled, including without limitation all services designated in an IEP or Section 504 plan.
- d) While DCPS may, at its discretion, delegate the authority to convene meetings to RTCs, PRTFs, or OOS group homes, it must ensure representation from DCPS at all meetings. Representation by DCPS at meetings at residential treatment facilities may be by telephone. DCPS shall ensure that all required members of the IEP team are invited, including as appropriate the District of Columbia Rehabilitation Services Administration where postsecondary transition planning will be discussed.
- e) DYRS staff will participate in any meetings, as requested by DCPS or facility staff.
- f) DCPS and DYRS shall communicate regularly regarding a youth in RTC, PRTF or OOS group home placement and shall jointly plan for the return of the youth to the community.
- g) Upon notification from the RTC, PRTF or group home that a youth is expected to be discharged within 30-60 days, DCPS shall convene a "step down" IEP meeting with the youth, the DYRS case manager and facility staff.
- h) At the IEP meeting, DYRS shall provide a preliminary plan regarding where the youth will reside upon discharge from the facility. Within one (1) business day, DCPS shall issue a prior written notice regarding the proposed location of service.

7. For students without IEPs:

- a) Upon notification of placement, DCPS shall conduct a transcript analysis and provide a copy of the analysis to DYRS within five (5) school days. Based on the transcript analysis, DCPS shall ensure proper course enrollment.
- b) DCPS shall request grade and attendance reports from the RTC, PRTF or OOS group homes at least quarterly and enter the information into STARS.

- c) Upon notification from the RTC, PRTF or OOS group homes that a youth is expected to be discharged within thirty to sixty (30-60) days, DYRS shall contact DCPS with the expected address to which the youth will return. If needed, DCPS shall assist DYRS to determine the neighborhood school associated with the address.
- 8. DYRS shall notify DCPS within one (1) business day of a youth's return to the community from an RTC, PRTF or OOS group homes.
 - a) DCPS shall notify DYRS within five (5) business days if the youth has not enrolled in school and request assistance to determine the school status of the youth. If the youth's status cannot be determined and supported by documentation:
 - (1) If the student is age 18 or above, DCPS will follow DCPS' attendance and truancy policies.
 - (2) If the student is age 17 or under, DCPS will initiate its truancy protocol.

VI. EDUCATION OF COMMITTED YOUTH "AWAITING PLACEMENT"

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

A. OSSE shall:

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

B. DYRS shall:

- 1. Timely notify OSSE of any awaiting placement facilities it intends to contract with for the provision of services to committed youth.
- 2. Ensure that all committed youth in its care and custody receive education services in accordance with the provisions of this MOU and as required by the IDEA.

C. DCPS shall:

1. Use any information provided by DYRS as discussed in this agreement to determine whether to enroll and begin monitoring a student under Section VI of this agreement or whether to prepare to implement the requirements Section V of this MOA, based on the secure facility to which the student is expected to be transferred.

VII. OTHER ITEMS

A. IDEA Child Find Obligations

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

B. Records

Educational records shall be shared between DCPS and DYRS to ensure compliance with this MOA. DCPS and DYRS will develop specific data sharing protocols that ensure timely and appropriate service delivery. DYRS shall provide OSSE with a routine report listing all committed youth in RTCs, PRTFs and OOS group homes no less than monthly. At DCPS' request, and under the terms of this MOA, OSSE shall provide DYRS with access to the District of Columbia Special Education Data System (SEDS) in order to view the records of committed youth. At DYRS' request, and under the terms of this MOA, OSSE shall provide DCPS with access to the SEDS site for the school at New Beginnings. Records shall be disclosed consistent with the juvenile justice system exception to the Family Educational Rights and Privacy Act and regulations promulgated thereunder. (See 34 C.F.R. §99.31(a)(5).)

DYRS shall protect personally identifiable information (PII) in the SEDS records of students for which it has access. DYRS shall train or provide information to DYRS staff collecting or using a child's SEDS records on District of Columbia law and procedures, IDEA, and FERPA requirements regarding the confidentiality of student educational records. All records created by DYRS in SEDS shall be deemed educational records as defined in FERPA. (See 34 C.F.R. §99.3.)

C. IDEA Monitoring and Compliance

1. Monitoring: OSSE shall monitor DYRS and DCPS annually to ensure compliance with this MOA.
2. Compliance: For IDEA compliance reporting, youth committed to DYRS that attend the DYRS school at New Beginnings will be reported under the compliance rates of DYRS as a public agency. Youth committed to DYRS and placed in RTCs, PRTFs and OOS group homes will be reported separately from DCPS' overall compliance rates. OSSE will consult with DCPS and DYRS on how to account for students who have been committed to DYRS in relevant state-wide-educational data systems, including SEDS and SLED.

D. Domicile Status for Youth

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

VIII. RESOLUTION OF DISPUTES

Disputes which arise among the Parties to this agreement that are not under the purview of an impartial due process hearing officer or other administrative complaint will be brought to the attention of the agency directors of OSSE, DYRS, and DCPS.

Each involved Party shall designate a representative to engage in fact-finding. When necessary, the involved Parties will schedule a meeting of the parties to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute. In the event that the Parties cannot resolve the issue(s) in dispute cooperatively, the agency directors shall refer the matter to the City Administrator or the Office of the Chief Financial Officer, as appropriate, for resolution.

IX. DURATION OF MOA

The period of this MOA shall be one year from the date of execution. Sixty days prior to the expiration date the parties will meet to discuss the continuation of this MOA.

X. AUTHORITY FOR MOA

This MOA is entered into pursuant to the authority granted under D.C. Official Code §§ 38-3301 and 38-2602.01; Title I, Part D of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6421 et seq.); and Part B of the Individuals with Disabilities Education Act (IDEA), (20 U.S.C. § 1412 (a)(12)).

XI. RIGHTS OF PARTIES

A. Changes to the MOA/Designation of Representatives

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

B. Responsibility for the Acts of the Parties

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

C. Notice of Proceeding

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

XII. FUNDING PROVISIONS

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

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

A. Educational Costs Associated with Youth at New Beginnings

DYRS will abide by those terms previously outlined in this MOA as required by the IDEA.

B. Costs Associated With Committed Youth Placed by DYRS in RTCs, PRTFs, OOS Group Homes and OOS Foster Homes

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

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

DYRS and OSSE will share responsibility for all educational costs in all contracted awaiting placement facilities.

XIV. 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.

XV. CONSTRUCTION

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

MOA is to be construed to comply with the requirements of federal and District of Columbia law. This MOA shall not be construed to create rights in any third parties. Whenever used herein, as the context may require the use of the singular shall include the plural, and the use of any gender shall be applicable to all genders.

XVI. EFFECTIVE DATE

This MOA shall be effective upon execution by signatories.

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

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Jesús Aguirre

State Superintendent of Education

Date

DEPARTMENT OF YOUTH REHABILITATION SERVICES:



Neil Stanley

Director

11/20/2014

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Kaya Henderson

Chancellor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR SPECIAL EDUCATION SUSTAINABILITY
FY 2015**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Office of the State Superintendent of Education, the buyer agency ("OSSE" or "Buyer") and the District of Columbia Public Schools, the seller agency ("DCPS" or "Seller"), collectively referred to herein as the "Parties."

OSSE requests that DCPS provide personnel and contractual services that will aid the District of Columbia ("the District") in strengthening its delivery of special education and related services to students with disabilities. DCPS will perform several state-level functions to ensure a continuum and continuity of services for students with disabilities throughout the District. This will allow the District to sustain compliance with the Individuals with Disabilities Education Act (IDEA) and federal court cases and to optimize program effectiveness and efficiency.

II. PROGRAM GOALS AND OBJECTIVES

The District must comply with the IDEA, several federal court cases and continue to implement best practices that support the academic success of students with disabilities. In order to effectuate the programs and augment services, additional funding is needed by DCPS. Through OSSE's intra-district of funds to DCPS, the agencies will guarantee the continued operation of key projects associated with joint OSSE/DCPS special education efforts.

III. SCOPE OF SERVICES

Pursuant to applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF SELLER

1. The Seller (DCPS) shall:

- a. Serve as the lead agency for all contracts established with these funds and shall serve as the lead agency with respect to all aspects of contract management (including but not limited to issuing requests for proposals, selecting vendors, drafting contracts, reviewing invoices, completing performance reviews, completing

**Memorandum of Understanding
Between**

**The District of Columbia Public Schools
And
The District of Columbia Department of Mental Health**

1. Introduction.

This Memorandum of Understanding ("MOU") is between the District of Columbia Department of Mental Health (DMH) and the District of Columbia Public Schools (DCPS). The purpose of this MOU is to provide for prevention, assessment and treatment services for DCPS students through a collaborative effort by both parties.

The shared vision of DMH and DCPS is to provide a supportive school environment in which all children are emotionally and socially prepared, ready to learn, and able to progress toward their next educational experience.

The shared mission of DMH and DCPS is to create a child and family-centered school mental health program which includes prevention, early intervention and treatment in collaboration with community-based child and family serving organizations.

The DMH provides mental health services and supports on behalf of DCPS to DCPS students. Currently, the DMH operates in 48 DCPS schools. DMH clinicians are located on-site to provide consultation, treatment and linkages to additional services. In order to ensure thorough consultations and referrals, DMH clinicians and school-based mental health professionals often need to exchange information about students to ensure appropriate services are provided.

2. Overview, Program Goals and Objectives.

DCPS collaborates with DMH in the implementation of a comprehensive system of mental health care for DCPS students and their families.

The DCPS goal is to provide a continuum of integrated, high quality, and effective services and programs delivered by educators, school-based and community mental health professionals that include evidence-based practices and data-driven decision making.

DCPS' collaboration with DMH will:

- Create a safe and engaging learning environment for DCPS students;
- Provide social, emotional, and behavioral support for students;

- Provide mental health services to DCPS students that remove barriers to learning;
- Enhance student learning; and
- Engage students and families at all levels of service delivery.

DMH provides a broad spectrum of mental health services inclusive of primary prevention, early intervention, assessment and treatment services to enhance the behavioral, emotional and social skills of children and adolescents. The DMH goal is to provide a broad spectrum of mental health services that are community-based, child-centered and family-focused, and culturally and linguistically competent.

DMH guiding principles and goals specify that services should be:

- Comprehensive, incorporating a broad array of services and supports;
- Individualized;
- Provided in the least restrictive, appropriate setting;
- Coordinated both at the system and service delivery levels;
- Involve families and children as full partners; and
- Emphasize early identification and intervention.

3. Services

DMH and DCPS have an overall goal of improving student learning through the collaboration of the student, parent, educators and mental health professionals.

The Parties agree to work collaboratively to:

- Provide a safe, nurturing, student-centered, family friendly environment and a comprehensive multi-dimensional educational program;
- To provide intensive therapeutic treatment in an academic and home environment in order to help students develop new skills that allow them to achieve success in the school environment;
- To offer students an opportunity to achieve their full potential to successfully manage their life experiences and to be productive members of society;
- Utilize Evidence-Based Interventions; and
- Integrate care through a team-based approach to service/support planning and delivery that includes a partnership with the youth and family, all child-serving systems, and the family's natural support network.

4. Obligations and Responsibilities of DMH

- a. Ensure (and include a provision in its agreement with contract agencies ensuring) that all clinicians placed in DCPS schools submit to all background checks required by DCPS, including a criminal background check as required by the Criminal Background Checks for the Protection

of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and rules promulgated thereunder. Such background check may be conducted by DMH, provided DMH provide DCPS with the results of any background check it conducts pursuant to this MOU. DMH shall also ensure that any clinicians who have not submitted to a background check be restricted from serving in positions affording such individuals access to DCPS students participating in this program. DMH must also submit to DCPS annual verification of a negative tuberculosis screening for each clinician.

- b. DMH will place one clinician at each participating school to assist in the school mental health program implementation.
 - i. The clinician will provide prevention, early intervention, and treatment and/or assessment services to children and adolescents enrolled in the school as appropriate.
 - ii. The clinician will also provide consultation, training, and support to teachers, administrators, and other school staff
 - iii. The clinician will also provide outreach to parents through the provision of parent workshops, family therapy and home visits as needed.
- c. DMH will work in accordance with the DMH Team Formation and Team Functioning Practice Guidelines Protocol for Children and Youth in order to ensure that all children/youth enrolled in the public mental health system receive coordinated services/supports that reflect the family's engagement and participation of all parties involved in the youth/family's life.
- d. DMH shall immediately notify the school principal and the DCPS Office of Youth Engagement whenever there are any allegations of misconduct made against DCPS staff and provide supporting documentation as soon as it is available.
- e. DMH shall provide comprehensive mental health services to students and their families enrolled in participating DCPS schools. DMH will seek reimbursement from applicable health insurance providers for treatment services provided to those students with diagnosable mental health disorders.
- f. Students within Full Service Schools (FSS) who have behavioral support services as part of an IEP will have the option to be served by DMH clinicians, pending caseload capacity and case review by DMH and DCPS program managers.
- g. Students attending participating schools and receiving special education services that do not include behavioral support services may receive individual or group counseling services by the DMH clinician assigned to their school.

- h. DMH will provide the curriculum, supplies and training necessary to implement the prevention, early intervention and treatment services needed to meet the individual mental health needs of the students served in each of the participating schools. Clinical supervision will be provided to DMH clinicians.
- i. Although not a school employee, the DMH clinician is expected to work closely with the school staff to share non-confidential and confidential information only as permitted by the Mental Health Information Act, D.C. Code Section 7-1201.01. DMH will maintain separate clinical records for each student served by the DMH clinician. Compliance with a request to share any other information related to a student's treatment will require an appropriate release by the student's legal guardian or by the student if the student is 18 or older. DMH agrees to share information with DCPS to the extent permitted by law, subject to the requirements and limitations set forth in section 7 below.
- j. DMH will provide monthly summary reports of aggregate mental health data to each participating school's principal indicating students in receipt of mental health referrals, names of students receiving services to the extent permitted by law, types of therapeutic group counseling and a total number of clients served. In FSS, caseload information for students served by the mental health clinicians, including DMH clinicians, must be kept and shared in the DCPS FSS Quickbase Services Tracker. Information will include student name, number of individual student contacts, and number of parent contacts made with the student. This information sharing will be subject to the requirements and limitations set forth in section 7 below.
- k. DMH clinicians may visit students' homes as necessary and without obtaining permission from the school. DMH clinicians assigned to a particular school may be deployed to another school for several days to provide school-based crisis services.
- l. Although functioning in a school setting, the clinician is governed by the DMH policies and procedures. DMH clinicians will be compensated and supervised by DMH, but under the direct control of DCPS regarding direct access to personally identifiable information in education records.

5. **Obligations and Responsibilities of DCPS**

- a. Upon request and subject to the limitations/requirements set forth in Section 7 of this MOU, DCPS will provide DMH clinicians the following personally identifiable information from the education records of a student who has consulted with the DMH clinician: (a) Student ID, (b) attendance records, (c) student behavior tracker data, and (d) grades.
- b. Subject to obtaining any use agreements which may be required by the Office of Public Education Facilities Modernization, DCPS will provide DMH clinicians with private locked office spaces with resources available in existing DCPS inventory, including desks, chairs, locking file cabinets to maintain confidential records, computers and access to printers,

internet access, and dedicated phone lines prior to, or immediately after, placement of a clinician in a school.

- c. DCPS shall immediately notify DMH whenever there are any allegations of misconduct made against DMH clinicians and provide supporting documentation as soon as it is available.
- d. All participating schools are expected to hold ongoing Student Support Team (SST) meetings. School mental health program (SMHP) clinicians are to be included as members of the SST and full participants of these meetings wherever possible, subject to the requirements and limitations set forth in section 7 below. SMHP staff will assist in the design and implementation of appropriate interventions developed by the SST. In FSS, DMH clinicians will operate as part of the FSS Leadership Team.
- e. DCPS will provide a contact person to work with DMH who is responsible for assisting with problem-solving and communication in order to facilitate effective implementation of the SMHP at DCPS sites. This person will be identified by DCPS Central Office and the person's name and contact information will be provided to DMH and DCPS school staff.
- f. DCPS will communicate to DMH's designee the roles of and expectations for DMH clinicians, DCPS social workers and psychologists, DCPS teachers, DCPS school counselors, and DCPS school administrators in the service of effective collaboration that utilizes the scope and the expertise of each professional.

6. **Mutual Obligations of DMH and DCPS.**

- a. DCPS and DMH will jointly review and identify schools annually for the SMHP based upon utilization patterns from the previous school year, current need, availability of existing mental health resources and readiness for the program.
- b. DMH and DCPS will collaborate to serve and support youth/families from a team-based approach
- c. DMH and DCPS agree to work collaboratively and continually to design and develop a comprehensive program that will reflect a strong therapeutic and educational program designed to address the needs of all students at participating schools. Both parties will work collaboratively to promote growth in the emotional, behavioral and academic areas.
- d. DCPS and DMH will identify and implement standard quality indicators and benchmarks for measuring student progress and overall program progress in achieving the goals set forth in this MOU.

7. **Data Sharing and Confidentiality**

- a. DCPS and DMH agree to maintain confidential all personally identifiable information contained in student educational records (as defined in 34 C.F.R. § 99.3), and all personally identifiable student mental health information ("Confidential Information").
- b. In instances where a student is receiving services under the Minor Consent Law (DCMR 600.7), DMH must have the student's written consent to receive those services. However, parental consent must still be sought when sharing personally identifiable information from student records if such student is under 18 years of age.
- c. Confidential information will be shared only with DCPS or DMH personnel who need access to the information to fulfill their professional responsibilities, and only with consent, as follows:
 - i. DCPS will seek consent annually from the parent/guardian, or student if 18 years or older, to share personally identifiable information from student education records (including student health records maintained by the school nurse) with DMH clinicians. Consent will be in a form conforming to the requirements of 34 C.F.R. § 99.30(b).
 - ii. DCPS will obtain parental consent (for a student less than 18 years old) before sharing student mental health data (maintained by DCPS school mental health providers) with DMH clinicians, Head Start Family Service workers, or other personnel not employed by DCPS who need access to student mental health data to do their jobs. Consent will be in a form conforming to the requirements of 34 C.F.R. § 99.30(b).
 - iii. DMH will obtain parental consent (for a student less than 18 years old if parents consented to treatment) and student consent (for a student 14 years or older) before sharing student mental health data with School Officials, DCPS staff, Head Start Family Service workers, or other personnel who need access to student mental health data to fulfill their professional responsibilities. Consent will be in a form conforming to the requirements of DC Code § 7-1202.02.
- d. The consents described in c(i-iii) of this section shall specifically provide for sharing of the following student information:
 - i. DCPS will request authorization to share (a) student name, (b) student ID number, (c) attendance records, (d) student behavior tracker data, and (e) grades from the educational records of a student that has consulted with DMH.
 - ii. DMH will request authorization to share (a) student name, (b) type of treatment, and (c) progress in treatment.
- e. The use of personally identifiable student information shall be limited as follows:

- i. DCPS and its agents and employees agree to use student mental health information provided by DMH employees exclusively for the purposes specified in this MOU, and in accordance with all applicable District and Federal laws and regulations, and as specifically consented to by a parent/guardian (if the student is under 18) and student (if 14 years or older).
 - ii. DMH and its agents and employees agree to use educational record information received from DCPS exclusively for the purposes specified in this MOU, and in accordance with all applicable District and Federal laws and regulations, and as specifically consented to by a parent/guardian or student if 18 years or older.
 - iii. DCPS, DMH, and their respective agents and employees will obtain written consent from a parent/guardian (and student if 14 years or older for mental health information) or student if 18 years or older before disclosing information specified in i-ii of this section to a third party, even in furtherance of a previously consented to purpose, except as permitted by law.
 - iv. Agents and employees of DCPS and DMH shall have access to and may use Confidential Information only to the extent necessary to do their jobs.
- f. Any student mental health data obtained from DMH will be kept confidential per the DC Mental Health Information Act of 2001, and will not be released to any third parties, except as required by law or with the written consent of the student's custodial parent or guardian if such parent or guardian gave informed consent for treatment and the student if 14 years or older.
- g. All parties will ensure secure data transfers in accordance with applicable law when sharing data.
- h. DCPS and DMH will comply with the students' mental health and personally identifiable information (PII) confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) approved 20 U.S.C. § 1232g, and the regulations promulgated under FERPA, including 34 CFR Part 99; the Health Insurance Portability and Accountability Act (HIPAA) approved 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated under HIPAA, including 45 CFR Part 164; and the District of Columbia Mental Health Information Act of 1978, effective March 3, 1979 (D.C. Law 2-136; D.C. Official Code § 7-1201.01 *et seq.*).

8. **Privacy Compliance.**

DMH and DCPS shall, at various times during the term of this MOU, each act as a "covered entity" and as each other's "business associate," as those terms are defined in 45 CFR 160.103.

9. **Termination.**

Either Party may terminate this MOU by providing the other party 30 days notice.

10. **Notices.**

Any notice required pursuant to this MOU 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 facsimile or delivered personally to the 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.

The following individuals are the contact points for each Party under this MOU:

Barbara Parks
Clinical Program Administrator, Prevention & Early Intervention Programs
Department of Mental Health
202-698-1871

Diana Bruce
Director of Health and Wellness
District of Columbia Public Schools
202-442-5103

11. **Term.**

This agreement shall be for a period of five years beginning upon execution and ending September 30, 2015, unless terminated in writing by the Parties prior to the expiration.

12. **Entire Agreement.**

This MOU 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.

13. **Modifications.**

This MOU may only be amended by a written instrument signed by both Parties.

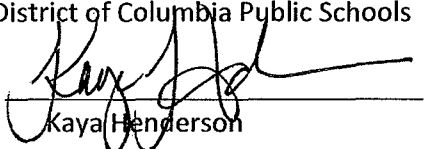
14. **Headings; Counterparts.**

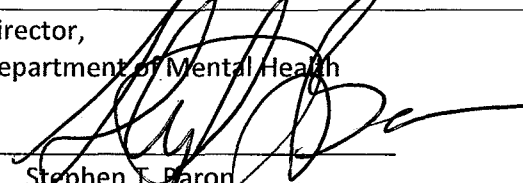
The headings in this MOU are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

15. **Authority of the Parties.**

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

IN WITNESS WHEREOF, the undersigned hereby execute this MOU on behalf of their respective organizations as of the Effective Date.

Chancellor,
District of Columbia Public Schools

Kaya Henderson
Date: 12/22/10

Director,
Department of Mental Health

Stephen T. Baron
Date: 12/22/10

data requests from stakeholders, and preparation of draw down requests, developing programmatic reports and conducting evaluation activities).

- b. Have each Program Point of Contact identified in Appendices A-G submit to the OSSE Division of Specialized Education (DSE) and the OSSE Agency Fiscal Office (AFO), on a quarterly basis, a budget to actual expenditure report for review and approval, by the OSSE accompanied by required quantitative outcome data on performance metrics from relevant source data systems, prior to billing and/or posting expenditures to OSSE in the DC financial system, SOAR.
- c. Participate in meetings as needed to reconcile any disagreements between the Parties as to amounts owed under the MOU.
- d. Provide program details as needed to satisfy internal and external data requests made to DSE regarding the progress of these initiatives funded through this MOU.
- e. **Key Initiative 1: Implement Multi-tiered Systems of Support/Response to Intervention (MTSS/RTI).** Implementation of RTI includes a combination of high quality, culturally and linguistically responsive instruction, assessment, and evidence-based interventions. Comprehensive RTI implementation will contribute to early identification of learning and behavioral problems, improve instructional quality, provide all students with the best opportunities to succeed in school, and assist with the identification of learning disabilities.

Approximately \$673,965 has been designated to support the development and evaluation of the following initiative activities. These funds shall be expended according to the budget outlined in Appendix A.

- i. DCPS MTSS/RTI priority initiative including DCPS staff, contractors, supplies, equipment, and technical assistance;
- ii. Provision of a quarterly report regarding the program's progress towards established benchmarks. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
MTSS/RTI	Evidence of school-wide instructional and behavioral systems for preventing student failure	DCPS	Quarterly
MTSS/RTI	Evidence of academic and behavior screeners for early	DCPS	Quarterly

	identification of potential learning or behavior challenges		
MTSS/RTI	Evidence of SST pre-referral systems and practices	DCPS	Quarterly
MTSS/RTI	Evidence of SST systems and practices that result in interventions matched to student need	DCPS	Bi-annually
MTSS/RTI	Evidence of parents/families participating in SST meetings	DCPS	Bi-annually
MTSS/RTI	Evidence of DCPS written MTSS/RTI policy and procedures for central office, administrators, school staff, and families	DCPS	Yearly

- f. **Key Initiative 2:** Implement Students Forward, a school-wide program initiative based on the lessons learned from the Full Service Schools (FSS) model and focused on school climate and student intervention management. Approximately \$862,646 has been designated to support the following Program activities. These funds shall be expended according to the budget outlined in Appendix B.
- i. Students Forward program initiative, including DCPS staff and technical assistance;
 - ii. Completion of an annual evaluation of the Students Forward program, performed by DCPS program staff;
 - iii. Collaboration with the Department of Behavioral Health (DBH) in the planning and delivery of services in the Students Forward program (including but not limited to attending interagency work group meetings, planning sessions, and the preparation of reports and evaluation of activities); and
 - iv. Provision of a quarterly report regarding the program's progress towards established benchmarks.

The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
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Students Forward	Evidence of improved student achievement outcomes for students identified for targeted intervention	DCPS	Quarterly
Students Forward	Evidence of improved academic engagement of these targeted students	DCPS	Quarterly
Students Forward	Evidence of a safer environment more conducive to learning	DCPS	Quarterly
Students Forward	Evidence of effective systems for identifying students for interventions and providing these interventions	DCPS	Quarterly
Students Forward	Evidence of improved inclusion of special education students in the general education setting	DCPS	Quarterly

- g. **Key Initiative 3:** Hire Family Care Coordinators to work in the DCPS Early Stages Center, who will focus specifically on managing the transition of all eligible DC children and families from the IDEA, Part C program to the IDEA, Part B program in a manner consistent with IDEA regulations. Approximately, \$490,350 has been designated to support the costs of these additional personnel. These funds shall be expended according to the budget outlined in Appendix C. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
Early Stages	95% of all Part C graduates that are found eligible for Part B receive a smooth and effective transition by their third birthday.	DCPS	Quarterly

- h. **Key Initiative 4:** Implement the DC Jail's Incarcerated Youth Program by supporting the funding of school personnel including teachers and support team positions such as a data coordinator, business manager and/or an administrative aide. Approximately, \$900,000 has been designated to support these additional

personnel. These funds shall be expended according to the budget outlined in Appendix D. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
Incarcerated Youth Program	Evidence of entry assessments for all students	DCPS	Quarterly
Incarcerated Youth Program	Increase student reading and comprehension skills supported by the Reading Teacher and content area staff	DCPS	Quarterly
Incarcerated Youth Program	Increase interpersonal and behavior supports provided by the Social Worker	DCPS	Quarterly
Incarcerated Youth Program	Accurate tracking of student credits and on-going enrollment in the DC STARS Database supported by the Registrar	DCPS	Quarterly
Incarcerated Youth Program	Accurate tracking of student data in the SEDS Database to ensure students are receiving all services	DCPS	Quarterly
Incarcerated Youth Program	Provision of Job Embedded Professional Development to Staff	DCPS	Quarterly

- i. **Key Initiative 5:** Support for DCPS monitoring of children in Residential Treatment Centers to ensure compliance with IDEA and to support of the implementation of the MOA that CFSA, DCPS and OSSE entered into on September 17, 2013. Approximately \$850,000 has been designated to support the costs of this initiative. These funds shall be expended according to the budget outlined in Appendix E. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
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Residential Student Monitoring	DCPS will review and update student IEPs annually.	Progress Monitors	Quarterly
Residential Student Monitoring	DCPS will review and update student eligibility determinations every three years.	Progress Monitors	Quarterly
Residential Student Monitoring	DCPS will order assessments within 3 days of parental consent.	Progress Monitors	Quarterly
Residential Student Monitoring	DCPS will maintain accurate student information and rosters for students enrolled in residential facilities.	Progress Monitors	Quarterly
Residential Student Monitoring	DCPS will track each student's progress toward graduation.	Progress Monitors	Quarterly
Residential Student Monitoring	DCPS will ensure students exiting residential facilities are reviewed and stepped down into appropriate placements.	Case Managers, Progress Monitors, Student Placement Office	Quarterly

- j. **Key Initiative 6: HOD Backlog Reduction.** These funds shall be expended to support implementation of the MOA that CFSA, DCPS, and OSSE entered on September 17, 2013. Approximately \$696,772 has been designated to support the continuation and evaluation of these activities. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
HOD	DCPS will ensure elimination of HOD/SA backlog through the hiring of staff and other needed measures.	Office of Specialized Instruction/ Office of Data and Strategy	Quarterly

HOD	DCPS will monitor and report on IDEA compliance for students with disabilities who are wards of DC, in the care of CFSA, attending schools in surrounding counties.	Office of Specialized Instruction	Quarterly
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- k. **Key Initiative 7:** Pursuant to DC Official Code § 38-2602(b)(15), as the State Education Agency (SEA) for the District of Columbia, OSSE will ensure a Free and Appropriate Public Education (FAPE) for enrolled students at Hospitality Public Charter School. DCPS will act on behalf of the SEA to provide required direct services and serve as the LEA for the purposes of special education. Approximately \$316,600 has been designated to support these activities. The following outcomes are expected:

Metric Area	Performance Measurement	Party Responsible	Frequency
Hospitality	Monitor special education compliance	DCPS	Quarterly
Hospitality	Ensure behavioral support service delivery according to required hours per each student's IEP	DCPS	Quarterly
Hospitality	Assess students with disabilities or suspected disabilities	DCPS	Quarterly
Hospitality	Accurate tracking of student assessment and service delivery in SEDS	DCPS	Quarterly

B. RESPONSIBILITIES OF BUYER

1. The Buyer, OSSE, shall make payment via intra-district advance a total of **\$4,790,333** for use in FY 2015. These funds will include:
 - a. \$673,965 for the MTSS/Rti implementation;
 - b. \$862,646 for the continuation of the Blackman/Jones ADR Students Forward program;

- c. \$490,350 to support the transition of eligible children from the IDEA Part C program to the Part B program at the DCPS Early Stages Center;
- d. \$900,000 to support initiatives in the DCPS Incarcerated Youth Program;
- e. \$850,000 to support LEA monitoring of children in Residential Treatment Centers;
- f. \$696,772 to ensure elimination of the HOD/SA backlog; and
- g. \$316,600 to support students with disabilities at Hospitality Public Charter School.

- 2. Review reports and financial reports submitted by the Seller within thirty (30) days to support the timely draw down of funds.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2014, through September 30, 2015, unless terminated in writing by the Parties prior to its expiration in accordance with Section X.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k)

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed \$ 4,790,333 for Fiscal Year 2015. Funding for the goods and services shall not exceed the actual cost of the goods and services as outlined in Appendixes A - G.

2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

- 1. All Payments for goods and services shall be made through an intra-District advance by Buyer to Seller. The Seller shall provide OSSE, on a quarterly basis, a budget to actual expenditure report. This report must be approved by the OSSE program staff before DCPS posts expenditures against the associated budget advances.
- 2. Pursuant to the Financial Review Process ("FRP") mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided through intra-District funding shall be reported in the Buyer Agency's FRP submission to the Office of Budget and Planning.

3. DCPS shall submit to OSSE, fourteen (14) days following the close of each quarter, a full reconciliation of costs associated with the reimbursement activities described in Appendixes A –G herein and charged to the Intra-District account during the preceding quarter. This reconciliation shall include a list of expenditures made from advanced funds by the DCPS.
4. DCPS shall relieve the advance and bill OSSE through the Intra-District funding process only for those services actually provided pursuant to the terms of this MOU. Any excess advance remaining at the end of the each quarter in which the advance was paid shall be returned to OSSE through an offset of the next quarterly payment. Under these terms, OSSE shall reduce the subsequent quarterly Intra-District advance due to DCPS in the amount of the balance remaining under the MOU. Seller will notify Buyer within forty-five (45) days before the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.
5. OSSE shall advance the second quarterly payment and each quarterly payment thereafter within fourteen (14) business days after the receipt of quarterly reconciliation of the MOU Account. OSSE reserves the right to review and request supporting documentation for charges posted to the MOU Account, and to dispute charges.
6. In the event that OSSE should dispute a payment, the amount equivalent to the disputed charges shall be withheld from a subsequent advance until OSSE and DCPS reach an agreement on the amount owed, or as otherwise directed by the Office of the City Administrator.
7. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the City Administrator for resolution.
8. Advances to DCPS for the services to be performed under this MOU shall not exceed the amount of this MOU.
9. Nothing in this MOU binds OSSE to provide in any fiscal year additional funding to DCPS in excess of amounts appropriated under this MOU.
10. If DCPS incurs costs in excess of this MOU for services covered by this MOU, DCPS shall determine whether sufficient funds are available within its budget (GAO) to cover such excess costs.
11. In the event of termination of the MOU, payment to DCPS shall be held in abeyance until all required fiscal reconciliation is completed and approved by the City Administrator, but not longer than September 30, 2015.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than five (5) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the respective Parties.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. In the event of termination of this MOU, DCPS shall return any unused portion of the advance from OSSE within fourteen (14) calendar days of the effective termination date, and in no case later than September 30 of the current fiscal year.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

Amy Maisterra
Assistant Superintendent for Specialized Education

Office of the State Superintendent of Education
810 First Street, NE 5th Floor
Washington, DC 20002
Phone 202-741-0478

DCPS Points of Contact:

Key Initiative 1: Arthur Fields, Deputy Chief of the Office of Youth Engagement, Office of the Chief of Schools

Key Initiative 2: Arthur Fields, Deputy Chief of the Office of Youth Engagement, Office of the Chief of Schools

Key Initiative 3: Nathaniel Beers, Chief of the Office of Specialized Instruction

Key Initiative 4: Soncyree L. Lee, Principal, Incarcerated Youth Program

Key Initiative 5: Nathaniel Beers, Chief of the Office of Specialized Instruction

Key Initiative 6: Nathaniel Beers, Chief of the Office of Specialized Instruction

Key Initiative 7: Nathaniel Beers, Chief of the Office of Specialized Instruction

District of Columbia Public Schools
1200 First Street NE
Washington, DC 20002
Phone 202-535-1089

These individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this MOU. Copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals with additional copies to:

General Counsel for DCPS:

Quinne Harris-Lindsey
Interim General Counsel, District of Columbia Public Schools
1200 First Street, NE
Office No. 1044
Washington, DC 20002
Phone: (202) 442-5168
Fax: (202)-442-5097

General Counsel for OSSE:

Henning Vent
Interim General Counsel, Office of the State Superintendent of Education
810 First Street, NE
9th Floor
Washington, DC 20002
Phone: (202) 727-9882
Fax: (202) 299-2134

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. DISPUTES

If a dispute arises over the terms of this MOU for any reason, the Parties shall mutually agree to resolve any disputes amicably within a thirty (30) day period prior to providing notice to the other Party of its termination of this MOU. In the event that the parties are unable to resolve a financial dispute, the matter shall be referred to the D.C. Office of the City Administrator.

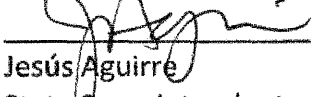
XIV. MISCELLANEOUS

- A. This MOU contains the entire agreement between the Parties.
- B. This MOU cannot be assigned by either Party.
- C. This MOU may be executed in two (2) or more counterparts, all of which shall have the same force and effect.
- D. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

Summary of Intra-District Advance from OSSE to DCPS FY2015			
Initiative	Amount	Fund Type	Associated Appendix
MTSS/Rti Implementation	\$673,965	Blackman/Jones	A
Implementation of the Students Forward Program	\$862,646	Blackman/Jones	B
Transition of all eligible DC children and families from the IDEA Part C program to the Part B program at DCPS Early Stages Center	\$490,350	Blackman/Jones	C
Implementation of improvement activities in the DCPS Incarcerated Youth Program	\$900,000	Local-General	D
Support for LEA monitoring of children in Residential Treatment Centers	\$850,000	Blackman/Jones	E
Jones HOD/SA Backlog Elimination	\$696,772	Blackman/Jones	F
Hospitality Public Charter School Support	\$316,600	Local- General	G
Total	\$4,790,333		

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



 Jesús Aguirre
 State Superintendent of Education

Date: 12/8/14

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

MR for Kaya Henderson

 Kaya Henderson
 Chancellor, District of Columbia Public Schools

Date: 12.11.14

OSSE-DCPS MOU FY15 Appendixes A-G

Appendix A – Implementation of MTSS/Rti

- **Program Point of Contact:** Arthur Fields
- Employment of one full time DCPS central office coordinator;
- Implementation of MTSS/Rti including DCPS staff, contractors, supplies, equipment, and technical assistance;
- Administrative Premium for school staff for project related trainings¹

Budget Category	MTSS/RTI
Admin Premium (CSG 13)	
Salaries and Fringe (CSGs 11-14)	\$637,585
Supplies and Materials (CSG 10)	\$36,380
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$673,965

¹ Administrative Premium is defined as compensation for work time spent outside of regular contractual hours. Historically, schools have used this time for functions such as after school tutoring and summer planning. The current rate for administrative premium is \$34/hour.

Appendix B – Implementation of the Students Forward Program Activities and Evaluation

- **Program Point of Contact:** Arthur Fields
- Employment of one full time DCPS central office Program Manager;
- Employment of five full time DCPS school-based Assistant Principals of Intervention assigned to each participating school;
- Continuation of the Students Forward program cohorts; and
- Completion of an annual evaluation of the Students Forward program, performed by DCPS program staff.

Budget Category	Students Forward
Admin Premium (CSG 13)	
Salaries and Fringe (CSGs 11-14)	\$862,646
Supplies and Materials (CSG 10)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$862,646

Appendix C – Transition of children from IDEA Part C services to IDEA, Part B services at DCPS Early Stages Center

- **Program Point of Contact:** Nathaniel Beers
- Support the hiring of Family Care Coordinators to assist eligible children and families in their transition from the IDEA Part C program to the IDEA Part B program in a manner consistent with IDEA regulations

Budget Category	Part C to B Transition
Salaries and Fringe (CSGs 11-14)	\$490,350
Supplies and Materials (CSG 20)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$490,350

Appendix D – Implementation of Improvement Activities in the DCPS Incarcerated Youth Program

- **Program Point of Contact:** Soncyree L. Lee
- Incarcerated Youth Program personnel including teachers and support team positions such as a data coordinator, business manager and/or an administrative aide.

Budget Category	Incarcerated Youth Program
Salaries and Fringe (CSGs 11-14)	\$900,000
Supplies and Materials (CSG 20)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$900,000

Appendix E – Support for DCPS Monitoring of children in Residential Treatment Centers

- **Program Point of Contact: Nathaniel Beers**
- Monitoring personnel include progress monitors and support team positions such as a data coordinator, business manager and/or an administrative aide.

Budget Category	HOD/SA Backlog Elimination
Salaries and Fringe (CSGs 11-14)	\$850,000
Supplies and Materials (CSG 20)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$850,000

Appendix F – Support for DCPS HOD/SA Backlog Elimination

- **Program Point of Contact: Nathaniel Beers**
- Compliance personnel include HOD/SA compliance specialists, resolution specialists, case managers and an analyst.
- A compliance analyst will conduct file audits of students with disabilities attending schools in surrounding counties. The analyst would be responsible for reviewing the files for documentation of compliance with IDEA, Section 504, and other applicable law, using the OSSE On Site Monitoring Tool. Additionally, the person would provide support to CFSA or other stakeholders working with students in foster care regarding implementation of IDEA. This role would support the CFSA MOA state contractor functions that DCPS is undertaking in accordance with Section IV(B)(1-3) of that MOA.

Budget Category	Residential Placement Monitoring
Salaries and Fringe (CSGs 11-14)	\$696,772
Supplies and Materials (CSG 20)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	
Equipment (CSG 70)	
Total	\$696,772

Appendix G – Special Education support for Hospitality Public Charter School

- **Program Point of Contact:** Nathaniel Beers
- Support special education assessments, behavioral support service delivery, and special education compliance at Hospitality Public Charter School for school year 2014-2015

Budget Category	Hospitality
Salaries and Fringe (CSGs 11-14)	
Supplies and Materials (CSG 20)	
Telecommunications (CSG 31)	
Other Services and Charges (CSG 40)	
Contractual Services (CSG 41)	\$316,600
Equipment (CSG 70)	
Total	\$316,600