



Utah State Board of Education

**FEDERAL TITLE I, PART D,
SUBPART 1 (ND) FUNDS TO
SUPPORT NEGLECTED OR
DELINQUENT CHILDREN IN
STATE “LONG-TERM” CARE
FACILITIES**

A UTAH STATE BOARD OF EDUCATION TECHNICAL
ASSISTANCE DOCUMENT

January 2026

INTRODUCTION

The purpose of this document is to provide guidance, insight, and information on current practices in Utah for Title 1 Part D Neglected and Delinquent “transition” funding.

PROGRAM DESCRIPTION

[The Title I, Part D, program](#) *The Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk, as authorized by Title I, Part D of the Elementary and Secondary Education Act of 1965 (ESEA)*, consists of two subparts. The Subpart 1 State agency program was first authorized with Public Law 89-750, the Elementary and Secondary Amendments of 1966. The Subpart 2 local educational agency program was created in its present form with the Improving America's Schools Act of 1994. The Title I, Part D program statute was most recently amended in 2015 by the Every Student Succeeds Act. Title I, Part D, is administered by the [Office of Safe and Healthy Students](#) (OSHS), under the federal Department of Education, Office of Elementary and Secondary Education (OESE). Earl Myers is the Federal Program Manager for the [Title I, Part D, Neglected, Delinquent or At-Risk Program](#).

The goals of Title I, Part D, are to:

1. Improve educational services for children and youth in local, tribal, and State institutions who are neglected, or delinquent children and youth, so that they have the opportunity to meet the same challenging State academic standards that all children in the State are expected to meet.
2. Provide these children and youth with services to successfully transition to further schooling or employment.
3. Prevent youth who are at risk from dropping out of school and provide youth who drop out and children and youth returning from correctional facilities to support systems to ensure their continued education and involvement of their families and communities.

In accordance with the federal [“Every Student Succeeds Act”](#) we commit to full compliance with the following assurances:

1. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
2. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency, a eligible private agency, institution, or organization, or an Indian tribe, if the law authorizing the program provides for assistance to those entities; and
3. The public agency, eligible private agency, institution, or organization, or Indian tribe will administer those funds and property to the extent required by the authorizing law.
4. The State will adopt and use proper methods of administering each such program, including—
5. The enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program.
6. The correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation; and
7. The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of the programs.
8. The State will cooperate in carrying out any evaluation of each such program conducted by or for the Secretary or other Federal officials.
9. The State will use such fiscal control and fund accounting procedures as will ensure proper disbursement of and accounting for, Federal funds paid to the State under each such program.
10. The State will—

- a. Make reports to the Secretary as may be necessary to enable the Secretary to perform the Secretary's duties under each such program; and
- b. Maintain such records, provide such information to the Secretary, and afford such access to the records as the Secretary may find necessary to carry out the Secretary's duties; and
- c. Before the plan or application was submitted to the Secretary, the State afforded a reasonable opportunity for public comment on the plan or application and considered such comment.

BACKGROUND TO UTAH TITLE 1, PART D PROGRAM

Utah has a different approach (compared to other states) for using Title 1, Part D ("T1PD") funds due to the state's significant usage of state Youth In Care (YIC) funds that, for about 40 years, annually provide nine (9) months of regular public education to youth who are in state custody and in state care. YIC-supported schools, all independently accredited by Cognia, offer most of "regular," rigorous school academic and some career and technical education (CTE) credit-bearing programs that students would expect to find in any high quality "regular" schools. The opportunities include a complement of music, and inter- YIC-schools' competitive sporting and academic/knowledge "bowls."

State YIC funding, supported by ND funding during Summer School, provides students with access to concurrent enrollment to students who are advanced enough to pursue academic rigor at that level. Additionally, state YIC funds provide additional post high school classes for those who have graduated from high school and/or received high equivalency credentials.

State YIC funds support some transition services, while TIPD funding supports portions of summer school for our facilities and residential treatment centers.

See <https://rules.utah.gov/publicat/code/r277/r277-709.htm> for more YIC information.

To this large, main YIC funding and to its well-rounded, academic and CTE programming, T1PD funds currently (2025) provide supplementary support at selected, eligible sites with the Division of Juvenile Justice and Youth Services (DJJYS) and the Department of Human and Health Services (DHHS) in the following three main ways:

1. annually, a 25-to-40-day extended, academic school year (called "Summer School") that is a continuation of the services offered by state YIC funds during the regular 9-month school year. "Program Description" (Goal 1)
2. a 12-month, rich mix of short-term, market-sensitive, employment-connected, certificated CTE classes that are not offered by YIC funding; and "Program Description" (Goal 2)
3. TIPD funding allows for the state to utilize the Educational Transition and Career Advocates (ETCA) as ongoing leadership, support, and advocacy for education transition and career advocacy services which has been proven over the past 18 years as critical resource to help meet (Goal 3) under "Program Description" mentioned above.

TITLE 1 SUBPART 1 PD NEGLECTED AND DELINQUENT

Under SEA programs (Title I, Part D, Subpart 1), States receive federal formula funds based on the number of children in State-operated institutions and per-pupil educational expenditures. Each State's allocation is generated by [child counts in](#) State juvenile institutions that provide at least 20 hours of instruction from nonfederal funds and adult correctional institutions that provide 15 hours of instruction a week. The SEA then makes subgrants to State agencies based on their proportional share of the State's adjusted enrollment count of neglected or delinquent children and youth. In Utah, since the Utah State Board of Education and subunits, namely local school districts and charter schools, are the only entities

given the statutory responsibility to provide public education, the USBE is both the SEA and SA.

The few eligible subrecipients for T1PD funds that exist are those districts that service youth who are in state care facilities for at least 30 days in a calendar year. Examples of state care sites are “secure care” sites in DJJYS at various locations of the state and in the “state hospital” (Oak Springs School) located in Provo, Utah.

Subrecipients are required, by federal statute, to use 15% to 30% of ND funds for transition-related services and the balance for academic instruction.

UTAH YOUTH IN CARE STATE FUNDING

In addition to Title 1/D funds, under [Utah Administrative Code R277-709](#), Utah is favored to have state legislated funds (\$33,963,500 in 2025-26) to address the daily educational needs of “Youth in Care” (YIC)—students from Juvenile Justice and Foster Care. The SEA has chosen not to request Subpart 2 funds of Title 1/D since many of the educational needs of these populations are met with state YIC funds. Currently Utah only utilizes Subpart 1 part D “transition” funding.

Youth in Care and Title 1 Part D funded students are a subset of the traditional Minimum School Program (MSP) population and, as such, these students are included in all the requisite performance/accountability measures and related outcomes produced by the Utah State Office of Education for all K-12 students.

Eligible Title 1, Part D Neglected and Delinquent Funding Usage (not limited to)

Academic Instruction—Extended-year academic services (average 30 days of Summer School) with the same rigorous standards and delivery as the 180 days of instruction offered in the regular school year (which is currently funded by \$33,963,000 state legislated funds under the line item, “Youth in Care”).

Academic Support—Tutoring, computer programs, education supplies and materials,

Career and Technical Education (CTE)Credit-generating classes

Concurrent enrollment with postsecondary providers (universities and technical colleges).

Transition Services—ETCAs or Education Transition and Career Advocates who work collaboratively with DJJYS staff and others to aid students to transition from the custody sites back to schools, to college, to work or any other combination of positive choices.

USBE / DJJYS Collaborative Initiatives—Through an Interagency Agreement with the USBE funds have been provided to DJJYS to provide educational services in non-instructional hours of public education such as on weekends, evenings, holidays, vacation time and between education sessions. Sample content of the instruction includes the following:

- **CTE Courses and Job Certifications**
 - Job Certifications: Food handler, First Aid/CPR, OSHA, Lift Truck, Fire Extinguisher, SERV Safe, Alive at 25, Flagger, ACT National Career Readiness Certificate (NCRC)
 - Youscience-CTE programming
 - Music Lessons, Instruments, Performances: Guitar, Keyboard, Vocal, Percussion
 - Drum Bus
 - Literacy: Books for Libraries
 - Digital Equity: Rachel Servers & Endless OS Computers
- **Additional Before or After School Programs Funded by ND and YIC Funds**
 - Bicycle Collective: Bicycle Mechanic Program
 - Competitive Sports: Football, Volleyball, Basketball, Table Tennis
 - Academic Competitions: Scholastic Bowl, Poetry, Untold Stories, Robotics
- **Additional Before or After School Programs Funded by ND and YIC Funds**
 - Creative: Writing, Poetry, Improvisation, Drama, Art, Murals, Recitals, Talent Shows, Student Newsletters
 - Film SPARK I Documentaries + STEM II Documentaries
 - Library: Book Clubs, Facility Library, Read-a-thon, Presenters

- Microsoft Certifications, Imagine Academy
- SPARK Health & Fitness
- SPYHOP: Sending Messages
- U of U Reading Clinic
- U of U STEM Ambassadors: Roots of Success
- Speakers and Community Groups Volunteers
- Transition Planning, Soft Skills Training, Utah Futures,
- Work-Based Learning Opportunities / Job Training
- Post-Secondary Programs: College, Applied Tech, CTE, College Now
- **Career Preparation Funded by ND and YIC Funds**
 - Facility Vocational / Applied Technology Programs: Construction, Welding, Composites, Auto mechanics Greenhouse, Culinary, Screen Printing
 - College Course: Art History, Math English, Psychology
 - Work-Based Learning (WBL)/ Job Training / Certificates
 - Service/ Job Experience/ Certificates

INPUT FROM STAKEHOLDERS

Please reference state statute, [R277-709-11: Coordinating Council](#). In advisory roles, the Utah Coordinating Council for Youth in Care (UCCYIC) and State Education Oversight Committee (SEOC) and ad hoc committees thereof offer advisory support to USBE. The Oversight Committee or SEOC works most closely with Title 1/D programs while UCCYIC advises both state and federal funding sources and impacts Foster Care, Juvenile Detention, Residential Treatment Facilities, Secure Care, Work Camps, and transition programs.

Main partners, which include Utah State Board of Education, Utah Department of Human and Health Services, Utah Juvenile Court, created a Memorandum of Understanding (MOU) that establishes the foundation and framework for data sharing among three entities. Please see Appendix B: Information Sharing Agreement (MOU).

DELIVERY OF TITLE 1, PART D

OVERVIEW

To understand the delivery of Title 1, Part D (T1PD) services in Utah, T1PD funds are a small piece of and supplement the significant, 9-month, state-funded "Youth in Care" (YIC) program.

Program Objectives:

1. To meet the listed program objectives and outcomes, USBE is using and will continue to use the following:
2. dual agency, state-level strategic planning and guidance,
3. student outcomes data collection,
4. external analysis and consultation, and
5. onsite monitoring.

DUAL AGENCY, STATE-LEVEL STRATEGIC PLANNING AND GUIDANCE

State agencies have been willing to work in collaborative relationships.

Please see the Interagency Information Sharing Agreement Appendix B: Among the Utah State Board of Education, Utah Department of Human Services (encompassing the Division of Juvenile Justice and Youth Services), and Utah Juvenile Court.

Along with designated local-level educators and DJJYS staff, the state's senior staff from YIC, federal T1PD and DJJYS Director, Deputy Director and JJYS Program Directors meet virtually for strategic planning monthly to address progress, alignment, training, outcomes, etc. Since YIC and T1PD staff (hired by LEAs) must work well together in JJYS sites, the two agencies have and continue to work hard to assure that educators and DJJYS local-level staff know each other's vocabulary, key goals, aspirations, weak spots, strengths, challenges, measurables, etc., and to work collaboratively to assure the success of achieving each other's desired outcomes. With this dualistic approach of unified vision, the following are in motion:

- (a) a single mission statement for all entities has been developed and guided by them,
- (b) combined oversight and regular review of goals' measurable progress,
- (c) ongoing sharing of goals, roles, procedures, struggles and successes occurs, and
- (d) monitored alignments and adjustments are regularly employed,
- (e) with the combined efforts improving all outcomes, including academic, career and technical measurables.

Annually the USBE YIC, which includes the ND Coordinator, will host three different conferences throughout the year to provide guidance, best practices, troubleshoot any systematic problems, and provide a platform for opportunities to collaborate across state agencies and departments.

The following conferences that are held annually are the following:

- Grant Writing Workshop
- Spring YIC Directors Conference
- Fall YIC Directors Conference (this includes other departments such as: Department of Juvenile Justice and Youth Services and Division of Child and Family Services)

STUDENT OUTCOMES DATA COLLECTION (CONSOLIDATED STATE PERFORMANCE REPORT)

1. Individual student-level education data are collected via UTREx, Courts Agency Records Exchange (C.A.R.E.) and Renaissance Star 360.
2. Though other states that use ND funds can measure gains since most of their funds are used in regular, 9-month education programs, in Utah due to how ND funds may be legally permitted to:
 - a. Be used, it is difficult to attribute and/or measure cause-and-effect usage of T1PD funds in the academic areas. T1PD academic funds primarily support 25-to-35-day Summer School district (LEA) programs.

- b. Each student will earn at least some credit during Summer Schools towards high school graduation, very few other logical, measurable, academic goals can be set.
 - c. Summer School
 - d. Students have extended days to complete subjects that they did not complete during the 9 months of YIC-supported classes.
 - e. Students start early on some subjects that interest them.
 - f. Increase skills that have challenged them.
 - g. Some circumstances, to aid students to catch up on classes and credits
3. As part of the dual agency efforts to achieve academic, career and technical goals, Utah seeks to have every student leave custody with "positive marketable skills" in areas that may interest each student. Working closely with DJJYS job employment coordinator as well we have contracted with Utah Safety Council to provide certifications to enhance employment opportunities when a student is ready to transition.
4. Annually, as one method to assess program effectiveness, the state requires LEAs to report all, and more variables required by the Federal Department of Education in the annual consolidated report (CSPR). Please see *Appendix A* section 2 "Student Outcomes" from the *"Accountability Report—Program Activity and Outcomes."*
5. Student portfolios and transcripts are given to each student in hard copy and electronic copy. Additionally, the LEAs keep a "back up" copy for each student for the times when former custodial students require replacement copies.
6. Onsite Monitoring
 - a. Division of Juvenile Justice (DJJYS) facilities that house YIC/ND schools, USBE YIC and T1PD staff conduct thorough reviews of selected programs annually. These reviews examine pedagogy, all aspects of finance, collaboration with other agencies, program implementation, teacher qualifications/licensures, cross agency supports, quality of instruction, transition services, etc. In

addition, special education service delivery and results are monitored by USBE staff and reported to each facility/school district providing the services to ensure all schools are in compliance with Utah Code [R277-709](#) The ND coordinator will also visit programs/schools that receive Title 1PD funding to ensure that high qualified educators are teaching summer school, students are learning in a safe environment, and that all funding is being used appropriately as per each application through our Utah Grants Management system.

7. Transitions Plans Between Correctional Facilities and Local Programs— ESEA section 1414(a)(1)(B)—that aid with transitioning children and youth between correctional facilities and locally operated programs.
8. Transition services to youth in care is a critical factor in aiding students in making a smooth transition to another program or public institutions.
9. Multiple human service agencies are responsible for transition, USBE and DJJYS work closely together to ensure a smooth transition by attending and conducting Child and Family Team Meetings (CFTM) these meetings discuss educational progress as well determine where the next placement for the student will be, providing time and opportunity for our transition teams to reach out, obtain all necessary documents, and discuss the students transition.

STATE CUSTODY/CARE TO NON-CUSTODIAL CARE

Education transition services to eligible Utah youth in care are primarily provided through federal Title 1, Part D (T1PD) funds. To achieve this service, the Utah State Board of Education (USBE) contracts with districts (LEAs) to hire staff who provide education transition and career advocacy services to eligible students found in LEAs. The staff positions are called “Education Transition and Career Advocates” (ETCAs). ETCA’s are critical in providing the support systems needed for smooth and effective transitions to occur for each student. Utah Code [R277-709-3 \(8\)](#) gives financial support through the Minimum Student Program (MSP) to pay for ETCA salaries. We can then utilize most Title 1PD “transition” funding for our summer

school services which provide opportunity for students to recover necessary credit towards graduation

EDUCATION INFORMATION BETWEEN NON-CUSTODIAL CARE AND STATE CARE

The Utah State Board of Education is the sole provider of public education in this state through local education agencies (LEAs). Inside Utah's (student information and) Record Exchange (UTREx) systems, student transcripts are updated by, available to, and exchanged among all LEAs daily. Schools, including all YIC and ND-funded schools. Schools have full access to these transcripts and other relevant student information pieces. In short, records are to move seamlessly between/among/to/from YIC/ND accredited schools and other public accredited schools.

The benefits of UTREx include relevant records of each student who is currently enrolled, students have accumulative subject credits, regardless of which school (including YIC/ND schools in LEAs) helped students to gain credits. Public non-custodial and custodial care schools, records are constantly updated, accurate and shared.

LEAS AND CORRECTIONAL FACILITIES REQUIREMENTS

Below is an outline of minimal local service expectations of districts and local DJJYS staff.

The LEA and Correctional Facility provides:

1. The opportunity for students to meet the same challenging state content standards and student academic achievement standards that all children in the state will be expected to meet.

2. Where feasible, coordinate each educational program with the student's home school, especially for students on Individual Education Plans under IDEA.
3. Notify the child's local school if special education services are needed and/or have been granted.
4. Provide support programs that encourage student dropouts to reenter school when released from the correctional facility or provide skills to gain employment or seek a High School diploma (or its equivalent).
5. Work collaboratively with all others to offer mutual support to each entity's varying student goals, needs and progress.
6. Train teachers and staff to work with students with disabilities and special needs.
7. Use current technology options to assist in coordinating educational programs between the correctional facility and the home school.
8. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent further delinquent activities.
9. Coordinate funds with other local, state, and federal programs to provide leveraged and complementary services to participating children and youth; and
10. Work with local businesses to develop training and curriculum-based youth entrepreneurship education and mentoring programs.
 - a. Record progress of students on various reports and create individualized portfolios for students.

TITLE 1 PART D SUBPART 1 “TRANSITION” ACCOUNTABILITY

PERFORMANCE MEASURES

The State and Local Education Agencies will track the number of youths who are:

1. Enrolled in School within 5 days and within 90 days of exiting state care since, by our observations, the first two weeks to a month of students’ post release choices determine the students’ life trajectories more than any other time period.
2. Enrolled in GED preparation classes while in and out of lockup,
3. Earning credits (and pre/post changes) in reading and math as noted in CSPR,
4. Enrolled in a post-secondary program while in and out of lockup,
5. Entering the workforce and earning a wage,
6. Earned CTE credit while in and out of lockup,
7. Earned non-CTE credit while in and out of lockup,
8. Earned employability credentials/certificates,
9. Earned high school diploma while in and out of lockup,
10. Obtained employment, and as measured from year to year
11. Enrollment of students during summer school
12. Credit earned during summer school

PROGRAM MONITORING

1. USBE will monitor, through **ongoing** guidance and onsite visits, LEAs in eligible neglected and delinquent facilities, for compliance with system-established guidelines and requirements.

2. ND State Coordinator will monitor summer schools to ensure that highly qualified educators/ safe environment, and funding is utilized for its intended purpose as per the LEA application through the Utah Grants system.
3. The USBE will support and monitor through ongoing desk reviews of selected LEA program and financial documents.
4. The USBE will monitor State Agencies and LEAs as well as neglected and delinquent facilities through the collection of data submitted in the annual Consolidated State Performance Report (CSPR).
5. As per Utah State Board of Education rules, the Board, through the USBE shall, where feasible, contract with school districts or other appropriate agencies to provide educational, administrative, and supportive services, but the board shall retain responsibility for the programs.

SA AND LEA SPENDING ASSURANCES

1. ESSA programs require LEA's and SA's to spend money on activities that are supported by evidence, demonstrates to be effective, and are reviewed through a formal needs assessment.
2. LEA's and SA's are required to review program goals and utilize funding that supports those program goals.
 - a. Consider the needs of students' educators, and other relevant stakeholders
 - b. Determine which activities are most likely to effectively address those needs
 - c. Prioritize those activities when deciding what costs to support ESSA funds (unless those activities are being paid for by other funding sources)

SUPPLEMENT NOT SUPPLANT

LEA's that receive ND funds must comply with a supplement does not supplant requirement. ND funds should add to (supplement) and not replace (supplant) state and local funds.

Supplanting is presumed when:

- a. LEA uses ND funds to pay for an activity that is required by federal, state, or local law
- b. LEA uses ND funds to pay for an activity that is supported by state or local funds the year prior

LEAs may overcome a presumption of supplanting if it has written documentation (e.g. State or local legislative action, budget information, or other materials) "that it does not have the funds necessary to implement the activity and that the activity would not be carried out in the absence of the ND program funds".

APPENDIX A: CONSOLIDATED STATE PERFORMANCE REPORT “SECTION 2, STUDENT OUTCOMES”

Below is a screenshot of section 2 of the Consolidated State Performance Report, which focuses on student outcomes. The purpose of this image is to provide an example of how this information is collected.

FIGURE 1: EXAMPLE OF CSPR REPORT

TOTALS		0	0	0	0	0					
If the total number of students differs from the demographics, please explain.											
Student Re-entry Data and Planning (2.4.1.3.1)											
Report only students who received Title I, Part D (ND) generated services.											
Section 7: Re-entry and Discharge Plans		<i>Oak Springs School ONLY</i>	DSI	Juvenile Corrections (Secure Care)	ALTA	RTCs/PPs/Gemstone					
1	Are facilities PERMITTED to collect data on student outcomes after exit? (Yes / No) If "No", please EXPLAIN "why not."										
2	Number of students receiving transition services that address school re-entry, further schooling and/or employment. (This number cannot exceed Section 2, Row 1, "Total Unduplicated Students Served")										
STUDENT OUTCOMES (2.4.1.3.2)											
Students' Outcomes While in Program/Facility AND Within 90 Calendar Days After Each Student's Exit											
In the table below, for ND programs offered from the beginning of YOUR normal school year of July 1st, 2023 to the end of your school year in June 30th, 2024, provide the unduplicated number of students who attained outcomes while in (a) specific program/facility and (b) 90 days after exiting the program . Please follow the guidance on each row.											
Section 8: NUMBER OF STUDENTS Please enter the <u>UNDUPLICATED</u> count of students.		Oak Springs School		DSI and Gemstone		Juvenile Corrections		ALTA		RTCs/PPs Gemstone	
		While in facility	w/in 90 days after exit	While in facility	w/in 90 days after exit	While in facility	w/in 90 days after exit	While in facility	w/in 90 days after exit	While in facility	w/in 90 days after exit
1a	Number of students who enrolled in <u>any</u> district school within 90 days AFTER EXIT. (Do NOT count students in "1b" if counted here.)										
1b	Number of students who planned to enroll in <u>any</u> school AFTER EXIT. (Do NOT count students in "1a" if counted here.)										
2	Number of students who earned CTE credits										
3	Number of students who earned high school NON-CTE course credits										
4	Total # of Students earning any credits (CTE and/or non-CTE) (This is NOT the sum of above lines 2 and 3.)										
5	Number of students who earned employability credential/certificate like "Food Handlers Permit, Flagging, OSHA, etc." (...whether you or DJJS/DCFS offered them)										
6	Number of students who enrolled in a GED[®] or similar high school equivalency preparation program										
7	Number of students who earned GED[®] or equivalent (earned while in a facility OR by 90 days after exit)										
8	Number of students who obtained a high school diploma (earned while in a facility OR by 90 days after exit)										
9	Number of students who accepted and/or enrolled in post-secondary education										
10	Number of students who enrolled in job training course(s)/program(s)										
11	Number of students who obtained employment										

FIGURE 2: SECOND EXAMPLE OF CSPR REPORT

12	Number of students who earned postsecondary credits										
13	Number of students who obtained employment related to skill certificates earned										
14	Number of students who attended school consecutively for 2 weeks after release.	<i>Two Weeks After Release</i>									
STUDENT ACADEMIC PERFORMANCE											
LONG-TERM STUDENT PERFORMANCE IN <u>READING</u> (2.4.1.6)											
PLEASE READ CAREFULLY. In the table below, report only on <u>long-term students</u> (<i>those staying a total of 90 days or more in a school year</i>). Report below only students who participated in both pre-testing of <u>READING before OR during</u> their stay at your site and post-testing while <u>in</u> your site. Report each student in only <u>one</u> of the four change categories (lines 1 - 4).											
Section 9: STUDENT PERFORMANCE DATA <i>Regardless of when or where pretests happened</i> , report <u>UNDUPLICATED</u> counts based on most recent pre/post test data.		<i>Oak Springs School ONLY</i>	DSI	Juvenile Corrections <i>(Secure Care)</i>	ALTA	RTCs/PPs/ Gemstone					
1	Long-term students -- <u>Negative grade level change</u> from pre- to post-test exams in READING										
2	Long-term students -- <u>No change</u> in grade level from pre- to post-test exams in READING										
3	Long-term students -- <u>Improvement up to one grade level</u> from pre- to post-test exams in READING										
4	Long-term students -- <u>Improvement of MORE than one grade level</u> from pre- to post-test exams in READING										
Totals		0	0	0	0	0					
LONG-TERM STUDENT PERFORMANCE IN <u>MATH</u> (2.4.1.6.2)											
PLEASE READ CAREFULLY. In the table below, report only on <u>long-term students</u> (<i>those staying a total of 90 days or more in a school year</i>). Report below only students who participated in both pre-testing of <u>MATH before OR during</u> their stay at your site and post-testing while <u>in</u> your site. Report each student in only <u>one</u> of the four change categories (lines 1 - 4).											
Section 10: STUDENT PERFORMANCE DATA <i>Regardless of when or where pretests happened</i> , report <u>UNDUPLICATED</u> counts based on most recent pre/post test data.		<i>Oak Springs School ONLY</i>	DSI	Juvenile Corrections <i>(Secure Care)</i>	ALTA	RTCs/PPs/ Gemstone					
1	Long-term students -- <u>Negative grade level change</u> from pre- to post-test exams in MATH										
2	Long-term students -- <u>No change in grade level</u> from pre- to post-test exams in MATH										
3	Long-term students -- <u>Improvement up to one grade level</u> from pre- to post-test exams in MATH										
4	Long-term students -- <u>Improvement of MORE than one grade level</u> from pre- to post-test exams in MATH										
Totals		0	0	0	0	0					

APPENDIX B: INFORMATION SHARING AGREEMENT (MOU)

The following is the information sharing agreement (MOU) with DHHS/Juvenile Courts/Utah State office of Education.

MEMORANDUM OF UNDERSTANDING (INFORMATION SHARING AGREEMENT) BY AND BETWEEN

THE UTAH DEPARTMENT OF HUMAN SERVICES, THE UTAH STATE OFFICE OF
EDUCATION,

AND THE UTAH JUVENILE COURT

Effective from July 1, 2021 through June 30, 2026

- A. Parties: This agreement is between the Utah Department of Human Services {OHS}, the Utah State Board of Education {USBE}, and the Utah Juvenile Court.
- B. Purpose: This Memorandum of Understanding {MOU} authorizes the exchange of education and human services data to enable all parties to improve educational outcomes for youth served by OHS programs, the Utah Juvenile Court, and/or students receiving Youth in Custody {VIC} services.
- C. Legal Authority:
 - 1. Federal laws
 - i. Family Educational Rights and Privacy Act (FERPA)- 20 U.S.C. § 1232g grants OHS custodial agencies (including case workers, case managers, or foster parents who serve as the legal custodian and/or guardian of a child who is a student) the authority to inspect and review education records for youth served.
 - ii. Uninterrupted Scholars Act {USA} - Public Law 112-278, an amendment to 20 U.S.C. § 1232g, authorizes access of the Utah Juvenile Court to educational records for youth in proceedings involving child abuse and neglect or dependency matters.

- iii. Individuals with Disabilities Education Act {IDEA} 20 U.S.C. § 1417{c) ensures the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by the state educational agencies. The IDEA makes available a free appropriate public education to eligible children with disabilities and ensures special education and related services to those children through an individualized education program {IEP}.
- iv. Section 504 of the Rehabilitation Act of 1973 {Section 504}, 20 U.S.C. § 794 prohibits discrimination on the basis of disability, including the exclusion of participation in or denial of the benefits of any program or activity receiving federal financial assistance. Accommodations for qualified students are documented in a 504 plan.

2. State laws

- i. Public Education System - State Administration, Student Privacy and Data Protection, Utah Code Annotated§ 53E-9-308{3) and (4). This law grants authority to the Department of Human Services to receive student specific data and cites additional authority in Utah Code§ 62A-4a- 409{5), Investigation by division --Temporary protective custody- Pre-removal interviews of children.
- ii. Education of individuals in custody of or receiving services from certain state agencies -- Establishment of coordinating council -- Advisory councils, Utah Code Annotated§ 53E-3-503. This law directs the state board to expend funds for the education of youth in custody.
- iii. Government Records Access and Management Act {GRAMA)- By entering into this MOU, each of the parties hereby provides written agreement that the records that shared, viewed, and used will only be shared, viewed and used in compliance with Utah Code Annotated§ 63G-2- 206(2), the. GRAMA permits private, protected, or controlled records to be provided to another governmental entity if it is necessary to the

performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.\

D. Access to Data:

1. Access by DHS and the Utah Juvenile Court to information gathered and/or administered by USBE:

- i. If the information concerns a student in the custody of or is receiving services through DHS, the DHS employee with legitimate education interest is entitled to education records and/or personally identifiable information about a student without parental consent. A "caseworker or other representative of a State or local child welfare agency" is authorized to access a "student's case plan," as defined in 20 U.S.C. § 1232g(b)(1)(L).
- ii. DHS divisions, offices, and institutions are authorized to share educational records within the department for youth in the custody of a DHS division, and those under the jurisdiction of the Utah Juvenile Court through system interfaces that meet the data security provisions outlined below.
- iii. If a student is under the jurisdiction of the Utah Juvenile Court, DHS may share education records and/or personally identifiable Information about a student with a Utah Juvenile Court employee engaged in addressing the student's education needs.
- iv. DHS divisions, offices, and institutions receiving student records will not redisclose education records to third parties except as expressly provided under the law.
- v. USBE shall redact student records that contain information about students who are not the subject of the records requested by DHS as required by law.
- vi. USBE shall provide DHS with data elements that include:
 - 1) Statewide Student Identifier {SSID}
 - 2) School Year
 - 3) Local education authority (LEA) name
 - 4) LEA identifier

- 5) School name
- 6) School identifier and/or school number
- 7) School type
- 8) Grade level
- 9) Entry date
- 10)Exit date
- 11)English language learner (ELL) status
- 12)Race
- 13)Special education indicator
- 14)Low-income indicator
- 15)Youth in Custody {YIC} indicator
- 16)Percent absent
- 17)Days enrolled
- 18)Percent attendance
- 19)Chronically absent indicator
- 20)Cumulative grade-point average {GPA}
- 21)October 1 enrollment indicator
- 22)High school completion status
- 23)Final high school status
- 24)Course title
- 25)Course core code
- 26)Grade
- 27)Course section
- 28)Credits attempted
- 29)Credits earned
- 30)Test subject area
- 31)Test subject identifier
- 32)Test name
- 33)Proficiency level
- 34)Scale score
- 35)Student growth percentile (SGP)
- 36)Proficiency indicator
- 37)Tested below grade level indicator
- 38)Proficiency level description

- vii. his data shall include data for the most recent 10 years as available.
2. Access by OHS and the Utah Juvenile Court to information gathered and/or administered by the local education authority (LEA):
- i. Pursuant to this agreement, when a student is in the custody of a division of OHS or receiving services through a division of OHS, each LEA or school shall provide a OHS employee or designee, and/or Utah Juvenile Court employee, with the same education record that would be provided to a parent. This includes those records, files, documents, and other materials which contain information directly related to a student and are maintained in an educational agency or institution or by a person acting for such agency or institution (20 U.S.C. § 1232g(a)(4)(A)).
 - ii. Furthermore, each school shall provide copies of a student's education record to the OHS designee or Utah juvenile Court employee upon written or electronic request accompanied by appropriate identification of the employee requesting the Information. To the extent that the records can be shared electronically, this MOU contemplates electronic record sharing, digital, and telephonic communications record sharing using secure data transfer and encryption as described in paragraph F.
 - iii. LEAs shall provide access to OHS divisions regarding data elements that include all those listed in paragraph D.1.(vi) above plus IEP/504 eligibility status and plan, disciplinary action, and the number of school placements.
 - iv. Requested education records shall be provided to a OHS division caseworker, or designee, as soon possible, upon receipt of an appropriate request and the provision of appropriate identification.
 - v. LEAs shall redact information in student records that pertain to students who are not the.subject of the records requested by OHS as required by law.

3. Access by USBE and LEAs to information gathered and/or administered by OHS for Youth in Custody coordination:
 - i. Pursuant to this agreement, OHS shall provide to USBE electronic or hard copy data in its possession for youth in the custody of a division of OHS, as needed for school enrollment. OHS shall provide additional data elements when requested and if available. Data elements include the following:
 - 1) Student Name
 - 2) Caseworker/Manager Name
 - 3) Caseworker/Manager Contact Information
 - 4) Student Demographic Information including
 - 5) Date of Birth
 - 6) Current Grade
 - 7) Gender
 - 8) Ethnicity
 - 9) Placement and placement contact information
 - 10) Previous school enrollments
 - 11) Additional known information including special education status, English Language Learner status, safe school violations, current school safety plans
 - 12) Previous OHS services
 - 13) Immunization Record
 - 14) Known social/medical information
 - 15) Permanency plans
 - 16) UFACET or other internal assessment for the purpose of engagement
 - 17) Education relevant summary information from psychological evaluation
 - ii. Likewise, DHS shall provide timely information to schools/LEAs in support of eligible OHS youth in care to meet the educational needs of the custodial school age population and to maintain a safe school environment for all students.

E. Data Transfer:

1. Electronic data may be transferred in the following ways:

- i. Through interfaces where the data is encrypted in transit and the connection is secure.
 - ii. To a specific individual using a secure and encrypted FTP site that is password protected.
 2. Paper copies will only be given to individuals who show proper state-issued identification such as an ID badge with picture issued by one of the parties to this MOU.
- F. Data Security:
 1. In addition to the requirements below, all parties agree to the provisions in the addendum for definitions, access to data, use and disclosure of data, security and protection of data, and incidents.
 2. All shared data will be stored in a password protected database or network location with encrypted drives and/or in the drives of password protected and encrypted workstations.
 3. Paper and electronic files will be stored in a physically secure location. A physically secure location is a facility, an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the data and associated information systems in question.
 4. Only persons with proper authorization will be allowed to access shared data.
 5. Educational records will not be re-disclosed and will not be used for any other purpose other than to improve educational stability unless there is a court order to do so. Additionally, this MOU relies on Utah Code Annotated § 63G-2-206(2) Government Records Access and Management Act (GRAMA) permitting private, protected, or controlled records to be provided to another government entity if the requesting entity provides written assurance if it is necessary to the performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.
- G. Termination: This MOU is effective upon the signature of all parties and shall continue until the due date unless modified in writing by the mutual consent

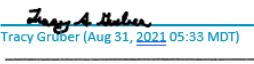
of all parties or terminated by any party upon 30 days prior written notice to the other parties by certified or registered mail, return receipt requested. Any agency may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon determination that there has been a breach of system integrity or security, or failure to comply with established procedures or legal requirements. In the event of termination, data in possession of the respective parties may be retained only as necessary to fulfill legitimate education interests. Data shared under the authority of this MOU is perpetually subject to the data security and privacy protections described in the Addendum even if the MOU is terminated.

H. Points of Contact

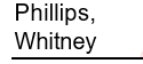
DHS Rick Little, Director Management Information Center Department of Human Services ricklittle@utah.gov	USBE Whitney Phillips or David Sallay Information Technology Utah State Board of Education Whitney.phillips@school.s.utah.gov David.sallay@schools.utah.gov	Utah Juvenile Court Zerina Ocanovic Research Analyst Administrative Office of the Courts zerinao@utahcourts.gov
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I. APPROVALS


Tracy Gruber, JD
Interim Executive Director
Utah Department of Human Services
801-538-4001


Tracy Gruber (Aug 31, 2021 05:33 MDT) Date 08/31/2021
Signature _____

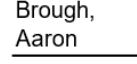
Dr. Whitney Phillips
Chief Privacy Officer
Utah State Board of Education
801-538-7523


Phillips, Whitney Date: 2021.09.08 16:10:37 -06'00' Date 9/8/2021
Signature _____

Ron Gordon, JD
State Court Administrator
Utah Administrative Office of the Courts
801-578-3816


Date 8/27/21
Signature _____

Aaron Brough
Data and Statistics Coordinator
Utah State Board of Education
801-538-7922


Brough, Aaron Date: 2021.09.08 17:32:29 -06'00' Date 9/8/2021
Signature _____

ADDENDUM: STANDARD TERMS AND CONDITIONS FOR DATA USE

The following provisions are hereby added to the Memorandum of Understanding (MOU) by and between the Utah Department of Human Services (OHS), the Utah State Board of Education (USBE), and the Utah Juvenile Court. The definitions of terms used in this Addendum are as set forth in Section 1 below, and the Definitions in Section 1 below shall apply only to this Addendum.

These terms and conditions protect data subject to the provisions of the Family Educational Rights and Privacy Act (FERPA). As referred in this Addendum, USBE is the "principal" of data protected by FERPA and OHS and the Juvenile Courts are the "partners."

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. **"Authorized Persons"** means Partner's employees, officers, divisions other agents of Partners who require access to Data and who have a legitimate educational interest in the education records to enable the Partners to perform their responsibilities under this MOU.
 - 1.2. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws. The Principal reserves the right to identify, during and after this MOU, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - 1.3. **Memorandum of Understanding (MOU)** means the agreement including the signature page(s), all referenced attachments and documents incorporated by reference.
 - 1.4. **"MOU Signature Page(s)"** means the page(s) in the MOU that the Principle and Partners signed.
 - 1.5. **"Partners"** are the agencies receiving USBE data as identified in the MOU. The term "Partner" shall include Partners' agents, officers, and employees.
 - 1.6. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.7. **"Destroy"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

- 1.8. "**Educator Data**" includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
- 1.9. "**Incident**" means the potentially unauthorized access to Data that the Principal believes could reasonably result in the use, disclosure or theft of Data within the possession or control of the Partners.
- 1.10. "**Metadata**" includes all information created manually or automatically to provide meaning or context to other data.
- 1.11. "**Partner**" means the Department of Human Services or the Juvenile Courts including all subordinate divisions, offices, bureaus, agencies, or other organizations identified on the MOU Signature Page(s).
- 1.12. "**Principal**" means the State Board of Education, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- 1.13. "**Student Personally Identifiable Information**" or "PII" has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. ACCESS TO DATA:

- 2.1. Partners shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 2.2. Partners shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 2.3. Partners shall maintain an audit trail for the duration of this MOU, which reflects the granting and revoking of access privileges to Authorized

Persons. A copy of this audit trail may be requested by USBE from Partners at any time and shall be provided within 10 days of the USBE request.

2.4. Partners shall have strong access controls in place. Partners shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

2.5. Partners shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

3. USE AND DISCLOSURE OF DATA:

3.1. Partners shall not collect, use, or share Data beyond the purposes set forth as follows:

3.1.1. To carry out the Partners responsibilities as defined in the MOU.

3.2. Partners shall share data only for the purposes stated in paragraph B of this MOU and the following entities

3.2.1. The parties to this MOU.

3.2.2. Law enforcement agencies or individuals only as authorized by law or court order. Contractor receives such a request, Partners shall notify USBE within two (2) business days of the receipt of the request, as permitted by law.

3.3. If Partners seek to publicly release Data, Partners must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Partners shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Partner shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

3.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

- 4.3. Partners shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).
- 4.4. Partners shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.
- 4.5. Partners shall store and maintain all Data in data centers located in the United States.
- 4.6. Partners shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).
- 4.7. Partners shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128-bit key and include all Data as part of a designated backup and recovery process.
- 4.8. Partners shall enforce strong password protections on all devices and networks with access to or that store Data.

5. INCIDENTS:

- 5.1. If a Partner becomes aware of an Incident involving Data by either Partner or any of division, Partners shall notify USBE within one (1) calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.
- 5.2. Partners shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Partners will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Partners shall present their analysis and remediation plan to USBE within ten (10) calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Partners cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Partners shall reimburse USBE for the reasonable costs thereof.
- 5.3. In the event of an Incident, Partners shall provide USBE or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.
- 5.4. Unless Partners can establish that they or any of their divisions are not the cause or source of the Incident, Partners shall be responsible for the cost of

notifying each person whose personal information may have been compromised by the Incident.

5.5. Disclosure of Data by Partners or any division for any reason not authorized in this MOU may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Partners, or its employees, agents, divisions, or assignees pursuant to this MOU. Notwithstanding any other provision of this Contract, Partners shall be liable to the State for all direct, consequential, and incidental damages arising from an Incident caused by Partners or their divisions.

APPENDIX C: EDUCATION TRANSITION AND CAREER ADVOCATES (ETCA) JOB DESCRIPTION AND RESPONSIBILITIES.

Education Transition and Career Advocate (ETCA)
January 17th, 2025

Transition refers to a coordinated, outcome-based set of aftercare services for youth in the juvenile justice system or justice system. Transition services help youth achieve social adjustment, employment, and educational success once they leave the juvenile justice system. The ultimate goal of transition interventions is to promote successful reintegration of juveniles into the community. A consistent transition planning process, curricula to support transition planning, tracking and monitoring student progress, and a planned sequence of services after release are key components of successful transition.

Purpose:

The purpose of the Education Transition and Career Advocate (ETCAs) position is to be the **primary liaison** between students and all other service providers including Education and JJYS during all students' custody and post releases. Additionally, ETCA's work collaboratively, taking the lead, as necessary, to develop targeted student transition plans individualizing with targeted students, families, all staff, community services and educational providers, employers, and others to implement strategies to successfully transition each student exiting custodial settings to further educational and career opportunities meeting the individual student's needs.

By focusing on and assuring EACH student will be fully served, the ETCA will:

1. Attend each intake staffing, if possible, where the ETCA will meet the students Case Manager, parents, staff advocate, unit supervisor, therapist, and other important people that the ETCA will be working closely with as the ETCA creates a transition plan for each student.
2. Continue to attend all CFTM's (Child and Family Team Meetings) and YPA hearings throughout each student's stay and speak about the education progress of the students during these meetings.
3. As soon as possible after intake and enrollment, develop an education exit/transition plan with each student. Continue updating and modifying the plan as situations change (i.e., placement, education progress etc.)

4. Know each student's academic status, credit recovery, and CCR plans and progress toward those plans. Work with counselors and teachers to monitor the fulfillment of the plans. Be sure that such information is transferred to families, staff and case managers, working as the liaison between all entities. Help implement Youscience.
5. As appropriate, assure – but not necessarily conduct – Placement testing (TABE, Star 360, SMI/SRI), SAT, ACT, and/or Accuplacer testing. Assure that it/they are completed as part of a two-phased pre/post testing just as each student arrives and then just as each student exits.
6. Sometimes ETCAs may help with student record acquisition, but other staff in the school or district -- such as registrar or counselor -- are normally charged with this responsibility.
7. Based on the academic realities of each student, help each student to determine the next most logical step beyond custody such as going to a public high school, college, work, ...
8. As appropriate, assist students in the application process for Vocational Rehabilitation (VR), Adult Education, appropriate forms of post-secondary education including Applied Technology Colleges (ATCs) Department of Workforce Services (DWS-WIOA program) or other community resources that the student may be interested in or have access to including but not limited to faith-based organizations.
9. Assist each student with enrollment processes -- including the filling out of application paperwork, sending official transcripts to targeted schools/colleges, and completion of financial aid applications (Pell Grants and FAFSA) as necessary -- for secondary, postsecondary, apprenticeship, work-based, and other forms of education/training.
10. Assist students in investigating scholarship possibilities.
11. Create and regularly (at least annually) review cooperative contractual agreements with JJYS, DOC, and other agencies that serve the same students, and as needed adjust in your procedures.
12. Provide students with assistance in learning their character strengths and how to use those strengths in their life. Assist them in developing their own personal brand, and mission statement.
13. Provide student instruction in the use of Career building programs (such as Keys to Success, Youscience and Talent Ready).
14. Provide students with assistance in career and education research, (using Hollands Code, Career Cluster Survey, Career Research Handouts and Guest speakers) etc. If applicable.
15. Assured students are given the opportunity to receive Certificated Skill Courses (ie., CPR/First Aid, OSHA, Food Handler's Permit, Work Keys, Alive at 25, SERV Safe, Fire Extinguisher, Flagger etc.). Assist where needed,
16. As appropriate, facilitate completion of Selective Service Registration.
17. Assist students in acquiring a Utah State ID or a Utah Driver's License.

18. Help students to acquire job seeking and job keeping skill sets. Conduct training as necessary from Endless OS or a training program.
19. Assist students in developing a Master Job Application (MJA), Resume, and Reference List, for employment purposes.
20. For each student, create and keep a digital back-up copy of the student's portfolio. Also keep student's vital records and achievements that includes at least a personal profile, "Student Tracking Sheet" skill certificates earned, IEP and Section 504 records (if needed), areas of interest, transcripts, etc.
21. Send Case Manager, Receiving Program (if applicable), Check and Connect Mentor (where applicable) summary of work accomplished using the "Case Manager Transition Information Sheet"
22. Provide student support through 30-day, 60-day, and 90-day follow-ups with each exiting student in determining the success of the student's transition to a less restrictive environment.
23. Keep ALL required documentation current.
24. Summarize and report the data to the LEA, host site and USBE annually.
25. Share experiences with other ETCA's, site staff, and attend training as requested.
26. Collect data on all students to turn in for the Consolidated State Performance Report Annual, you will work with the Utah State Board of Education, Neglected and Delinquent State Coordinator

APPENDIX D: GLOSSARY TERMS AND CONDITIONS

Cognia: Cognia is a forward-thinking nonprofit organization. We are a global network of enthusiastic educators here to help you strengthen your schools. Our holistic approach to continuous improvement encompasses accreditation and certification, assessment, professional learning, and customized improvement services.

AIR: American Institutes for Research

CFR: Code of Federal Regulations (CFR) is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

CSPR: Consolidated State Performance Report that is a summary of program outcomes under federally specified headings into which key indicator data are entered and reported to the US Department of Education.

CTE: Career and Technical Education

DHHS: Department of Human and Health Services (DJJYS is a subunit thereof)

DJJYS: Division of Juvenile Justice and Youth Services

EBPs: Evidence-Based Practices from section 8101(21)(A) of the ESEA means an activity, strategy, or intervention that demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on: (1) strong evidence from at least one well-designed and well-implemented experimental study; (2) moderate evidence from at least one well-designed and well-implemented quasi-experimental study; or (3) promising evidence from at least one well-designed and well-implemented correlational study with statistical controls for selection bias; or (4) (a) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and (b) includes ongoing efforts to examine the effects of such activity, strategy, or intervention.

ED: The United States (federal) Department of Education

EDGAR: Education Department General Administrative Regulations contains the regulations that govern federal education grants.

ESEA: The Elementary Secondary Education Act (ESEA) was signed into law in April 1965 by President Lyndon B. Johnson. ESEA established the Title I program as part of the War on Poverty.

ESSA: The Every Student Succeeds Act (ESSA) represents the latest Congressional reauthorization of the Elementary Secondary Education Act. The ESSA was signed into law on December 10, 2015, by President Barack Obama.

ETCA: Education Transition and Career Advocates (LEA transition specialists)

FTS: Federal-to-state (ratio of expending ND dollars supported by the much larger state YIC funds)

IDEA: The Individuals with Disabilities Education Act

LEA: Local Education Agency represents a local school district, a charter school that operates multiple campuses, or a single campus charter school.

MOE: Maintenance of Effort

ND, N or D: Neglected or Delinquent (also known as "T1PD")

NCLB: The No Child Left Behind (NCLB) Act was the 2001 Congressional reauthorization of the ESEA. It was signed into law by President George W. Bush.

SAS: Student Advocacy Services is a section of the USBE which includes three teams: Federal and Special Programs; Adult and Alternative Education; and Counseling, Equity, and Prevention.

SEA: State Education Agency, i.e., in Utah this is the office of the Utah State Board of Education.

SNS: Supplement not Supplant

Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-risk (federal funding, used interchangeably herein as “ND”)

TSS: (DJJS) Transition Services Specialists

UCJC: Utah Criminal Justice Center (a collaborative partnership between the University of Utah and the Utah Commission on Criminal and Juvenile Justice)

USB: The Utah State Board of Education and its staff.

UTREx: Utah (student) Record Exchange (system)

YIC: Youth In Care (state funds providing 9 months of schooling for ND students)