

I. Title of the Agreement

This Agreement shall be known as the Interagency Agreement between the Department of Services for Children, Youth and Their Families, and the Exceptional Children and Early Childhood Education Group, Delaware Department of Education; Local Educational Agencies; and Charter Schools Serving Children with Disabilities. 34 CFR§300.142

II. Parties Involved and Their Authority to Provide Special Education and Related Services [34 CFR§300.142(b)]

The parties to this Interagency Agreement are the Department of Services for Children, Youth and their Families (DSCYF); the Exceptional Children and Early Childhood Group, Delaware Department of Education (DDOE); Local Education Agencies (LEAs); and the Charter Schools. The DDOE ensures that each educational program for children with disabilities administered within the State, including each program administered by any other public agency, is under the general supervision and direction of the State Educational Agency (SEA), in accordance with the Federal Individuals with Disabilities Education Act (IDEA), Chapter 31 of Title 14 of the *Delaware Code* and the State *Administrative Manual For Special Education Services* (AMSES). The DSCYF is authorized to provide special education and related services, either directly or by contractual arrangement, for children with disabilities served in programs located in-state and out-of-state, in accordance with the regulations of the Department of Education.

III. Purpose of the Agreement

The purpose of this Interagency Agreement is to ensure through a cooperative effort that (a) a free, appropriate, public education (FAPE) is provided to all children with disabilities who are served by the DSCYF in programs it directly provides, and in those programs provided through contractual arrangement, and (b) that all such programs are under the general supervision of the Department of Education. The responsibilities of each agency are documented in this Agreement.

IV. Roles and Responsibilities of Each Agency, Including Access to Records and Transfer Procedures, Implementation, Dissemination and Training Activities, Funding Amounts, and Sources [34 CFR§300.142(a), (b), & (c)(2)]

A. Department of Services for Children, Youth and Their Families (DSCYF)

The DSCYF agrees to carry out the responsibilities listed below with regard to the operation of all educational programs for children with disabilities under its jurisdiction. Activities that discharge these responsibilities include, but are not limited to the following. DSCYF will:

1. Develop and maintain policies and procedures by which applicable State and federal regulations relating to the education of children with disabilities are implemented for all programs under its jurisdiction that serve children with disabilities. Policies and procedures must delineate:

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- a. conditions under which records may be accessed, confidentiality, and transfer procedures;
 - b. the specific procedures to be followed by DSCYF, DOE, LEAs, and Charter Schools in the coordination of special education services for children with disabilities, served in programs located in-state and out-of-state;
 - c. the responsibilities of DSCYF for the collection, maintenance, and dissemination of data essential (a) to the orderly transition of students into and out of programs, and (b) to the conduct of DOE monitoring activities.
2. Discharge its responsibilities to children with disabilities served in programs located in-state and out-of-state, through activities which shall include, but are not limited to the following:
- a. for students served in out-of-state programs, ensuring that (a) vendors meet the special education requirements of the state in which the programs are located, and (b) that teachers and other related services personnel are qualified to serve children with disabilities in that state;
 - b. for students served in-state within contracted programs where special education services are provided directly by DSCYF or their vendors, ensuring that (a) DSCYF and their vendors meet the special education regulations of DOE, and (b) special education services are provided by teachers and related services personnel qualified to serve children with disabilities in Delaware;
 - c. maintaining files for all vendors, which include a contract specifying that (a) each student with a disability has an Individualized Education Program (IEP) that meets requirements of the IDEA and implementing state law and regulation; (b) special education and related services are provided in compliance with the requirements of the IDEA and implementing state law and regulation; (c) the IEP is reviewed and revised, as needed, within 30 calendar days of initial attendance of the child, and at least annually thereafter; and (d) in the absence of special education records, the vendor will develop a temporary IEP for a previously identified student, and schedule appropriate evaluation and/or IEP meetings, to be completed within 30 calendar days of initial attendance for in-state programs, and 60 calendar days of initial attendance for out-of-state programs;
 - d. notifying the LEA or Charter School contact person when it becomes known that a student will be admitted to a vendor-operated in-state or out-of-state facility. Where special education services are provided by a vendor, DSCYF staff will request that the LEA or Charter School forward to DSCYF within ten business days, a copy of (a) the current IEP, (b) the current Evaluation Report, and (c) the current psycho-educational evaluation. This documentation will be forwarded by DSCYF to the vendor at the time of admission;
 - e. notifying the LEA or Charter School as soon as possible but not less than ten business days in advance of a student's projected return from an out-of-state facility.

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3. Facilitate the appointment of educational surrogate parents for children with disabilities, as may be required.
4. Maintain representation on the Partners' Council for Children with Disabilities (PCCD).
5. Participate in the provision of in-service, technical assistance and dissemination of relevant information to staff serving children with disabilities.
6. Participate in and conduct training activities with appropriate staff concerning this Agreement and its implementation.
7. Disseminate a memorandum from the Secretary, Department of Services for Children, Youth and Their Families (DSCYF), to appropriate staff regarding this Agreement, and specify its impact on agencies.
8. Request state funding annually and no later than December 31st, sufficient for the provision of a free appropriate public education to children with disabilities served by DSCYF.
9. Follow protocols established by DOE to satisfy the required federal reporting requirements including the December 1 federal count for those children with disabilities served in programs located in-state and out-of-state, and who may qualify for federal funds in accordance with the IDEA.
10. Develop and submit annually to DOE, proposals to supplement services to children with disabilities including, but not limited to, the IDEA subgrant application.
11. In cooperation with the DOE, develop and implement additional Interagency Agreements, as needed, with LEAs, Charter Schools, and other public and private agencies to ensure a free, appropriate public education for children with disabilities under the jurisdiction of DSCYF.

B. Compliance Monitoring and Program Approval (DSCYF)

DSCYF shall:

1. Ensure the participation of all special education programs serving children with disabilities that are operated directly or by contractual arrangement in the appropriate DOE monitoring activities, in order to assess and assure compliance with State and federal regulations relating to the education of children with disabilities.
 - a. In-state special education programs that are operated directly by DSCYF shall be included in the Continuous Improvement Compliance Monitoring System (CCMS) of the DOE.

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- b. In-state contracted programs providing educational services to children with disabilities must be included in the DOE review process for the approval of private schools.
- c. For out-of state programs serving children with disabilities under contract with DSCYF, the agency shall maintain the following documentation:
 - i. vendor approval to provide special education from the state in which the facility is located, and
 - ii. vendor assurances that teachers and related service personnel are qualified to serve children with disabilities in the state in which the facility is located.

C. Department of Education (DOE)

DOE agrees to carry out the responsibilities listed below in line with its general supervisory responsibility for educational programs for children with disabilities, including those under the jurisdiction of DSCYF as defined in this Agreement.

DOE shall:

1. Disseminate new or revised regulations and provide technical assistance and in-service training, as appropriate, to DSCYF on state and federal regulations pertaining to the education of children with disabilities.
2. Provide technical assistance relative to the development of the policies and procedures of DSCYF.
3. Review and approve the policies and procedures by which applicable state and federal regulations relating to the education of children with disabilities are implemented for all programs under DSCYF jurisdiction that serve children with disabilities.
4. Review vendor files maintained by DSCYF for out of state vendors to confirm policies and procedures are in place to ensure compliance with the IDEA. Copies of such reviews shall be forwarded to the DSCYF Supervisor of Educational Services and made available to LEAs and Charter Schools upon request. Reviews will be conducted:
 - a. within six months of signature of this agreement;
 - b. during the first year a new out-of-state vendor is approved;
 - c. every three years thereafter, or sooner if requested.
5. Conduct onsite reviews in conjunction with DSCYF as follows:
 - a. for in-state programs serving children with disabilities, the CCMS (four-year cycle) for state operated programs or the approval of private schools process (three-year cycle) for private vendors;

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- b. for out-of-state programs serving children with disabilities, co-visit with DSCYF staff, and LEA or Charter School representatives as appropriate, contracted sites, as conditions warrant, and according to staff and resources availability. Visits shall focus on the provision of FAPE by the vendor. The results of the visit shall be incorporated, where appropriate, in a report copied to the DSCYF Supervisor of Educational Services, the LEA or Charter School, and the vendor;
 - c. DOE shall include methods to review a sample of files of DSCYF placed students in the LEA and Charter School CCMS monitoring process.
6. Disseminate this Agreement, and provide training to the LEAs and Charter Schools and other appropriate staff on the implementation of this Agreement. DOE and DSCYF will develop a training plan and timelines toward implementation within six months of signature of the Agreement.
 7. Provide technical assistance to DSCYF and review and approve proposals for federal funds based upon the annual count of students served, to supplement services for children with disabilities, and to provide technical assistance to obtain such funds.
 8. Provide technical assistance to DSCYF in the development of Interagency Agreements, as needed, with school districts, Charter Schools and other public and private agencies to ensure a free, appropriate, public education for all children with disabilities under the jurisdiction of DSCYF.
 9. Coordinate with DSCYF in the development of such additional policies and procedures as may be needed to ensure the provision of a FAPE for children with disabilities served by DSCYF.

D. Local Education Agencies and Charter Schools

Local Education Agencies (LEAs) and Charter Schools agree to carry out the activities listed below in line with their responsibility for educational services for children with disabilities identified as being the responsibility of that LEA or Charter School. Such students include those under the jurisdiction of DSCYF as defined in this Agreement. Activities that discharge LEA and Charter School responsibilities include, but are not limited to, the following. LEAs and Charter Schools will:

1. Identify a LEA or Charter School contact person to coordinate with appropriate DSCYF staff in the provision of a free, appropriate, public education (FAPE) for those children with disabilities for whom DSCYF provides special education services in programs located either in-state or out-of-state.
2. Forward student records to DSCYF within ten business days of DSCYF notification that a LEA or Charter School student will be admitted to a vendor-operated in-state or out-of-state facility. Subject to applicable confidentiality provisions as required by IV A. 1. a. of this agreement, records shall include: (a) the current IEP, (b) the current

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Evaluation Report, and (c) the current psycho-educational evaluation. LEA or Charter School contact information will accompany each record.

3. Review each student's IEP within thirty days of receipt and advise the vendor of any issues related to the provision of a FAPE based upon the IEP. Such review shall constitute a desk audit of the status of the individual student with regard to the provision of FAPE. A copy of identified issues shall be sent to the DSCYF Supervisor of Educational Services.
4. Conduct in conjunction with DSCYF, on-site monitoring of their students in lieu of the desk audit described in the preceding paragraph. Such visits shall be arranged with DSCYF and the vendor. Copies of any reports resulting from the on-site monitoring shall be sent to the vendor, DOE, and the DSCYF Supervisor of Educational Services.
5. Cooperate in the development of plans for student transition back into a LEA or Charter School when advance notice of the student's impending return is provided to them at least ten business days prior to the projected return date.
6. Develop procedures for implementing the LEA and Charter School responsibilities described in this Agreement.
7. Participate in in-service training and technical assistance provided by DSCYF and DOE relevant to the provision of FAPE to children with disabilities covered by this Agreement.

V. Procedures to Resolve Disputes Regarding Program and Fiscal Issues [34 CFR §300.142(A)(3)]

This section establishes procedures for resolving interagency disputes between the parties to this agreement concerning the terms of the agreement, including disputes over interagency reimbursement and service coordination.

1. All attempts should be made to resolve disputes at the program implementation level.
2. When disputes cannot be resolved at the lowest operational level, they shall be referred, in writing, to the State Director of the Exceptional Children and Early Childhood Education Group, DDOE; the Director of the Division of Management Support Services, DSCYF; and the Superintendent of the School District or CEO of the Charter School involved. These individuals will review the situation and determine how the dispute should be resolved. Their decision shall be shared, in writing, with the parties involved in the dispute within thirty (30) days of receipt of the request.

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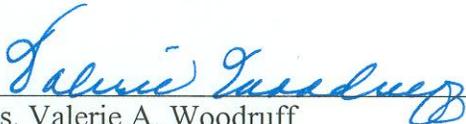
3. If the dispute cannot be resolved as described in V.2, the dispute shall be referred in writing to the Cabinet Secretary, DDOE; the Cabinet Secretary, DSCYF; and the President of the Chief School Officer's Association. Further, any party to this Interagency Agreement disagreeing with the decision reached in step V.2 may submit a written request for review within thirty (30) days of the decision to the Cabinet Secretary, DDOE; the Cabinet Secretary, DSCYF and the President of the Chief School Officer's Association, or other member of the Chief School Officer's Association, outlining their specific disagreement with the decision. The Cabinet Secretaries' and the President's decision shall be final and binding on all parties and shall be communicated, in writing, to all parties within thirty (30) days of referral of the matter to them or request for review.
4. This Interagency Agreement does not restrict or otherwise limit any additional rights or remedies any party may have under state or federal law, nor extend the rights or remedies of any party to the other. This Interagency Agreement does not restrict or otherwise limit the Delaware Department of Education's general supervisory authority to ensure that the requirements of state and federal law concerning the education of children with disabilities are carried out.

VI. Agreement Review

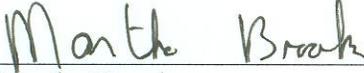
This Agreement shall be effective immediately upon the written signatures of all parties and shall remain in effect until a new Agreement is signed or is otherwise terminated in accordance with this section. This Agreement shall be reviewed annually by appropriate personnel from the Department of Education, the Department of Services for Children Youth and Their Families, and the Local Education Agencies and Charter Schools. Parties to this Agreement may request that all or part of it be renegotiated at any time for good cause, upon the written request of any of the participating agencies. This Agreement may be terminated by any party upon ninety (90) days written notice.

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SIGNATURE AND TITLE OF EACH AUTHORIZED AGENCY AND SCHOOL DISTRICT ADMINISTRATOR


Mrs. Valerie A. Woodruff
Secretary of Education
Department of Education

2/21/05
Date

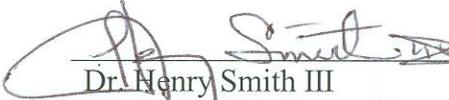

Dr. Martha Brooks
Associate State Secretary
Curriculum & Instructional Improvement
Department of Education

2-21-05
Date

Agency


Ms. Cari DeSantis
Secretary
Department of Services for Children, Youth
and Their Families

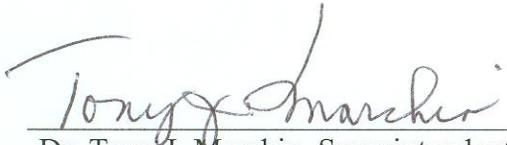
4-15-05
Date


Dr. Henry Smith III
Director
Division of Management Support Services
Department of Services for Children, Youth
and Their Families

4-15-05
Date

January 3, 2005

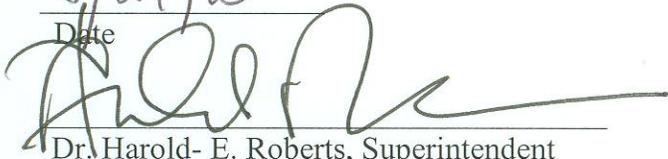
School Districts



Dr. Tony J. Marchio, Superintendent
Appoquinimink School District

3/24/05

Date



Dr. Harold E. Roberts, Superintendent
Caesar Rodney School District

4.19.05

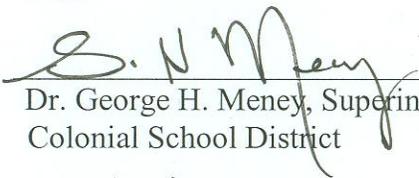
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Dr. Michael D. Thomas, Superintendent
Capital School District

3/24/05

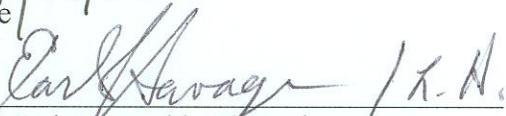
Date



Dr. George H. Meney, Superintendent
Colonial School District

4/19/05

Date



Mrs. Lois M. Hobbs, Superintendent
Indian River School District

4/19/05

Date



Mr. Keith F. Duda, Superintendent
Laurel School District

3/24/05

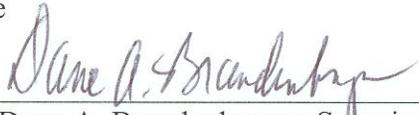
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Dr. Bruce Harter, Superintendent
Brandywine School District

4-20-05

Date



Dr. Dane A. Brandenberger, Superintendent
Cape Henlopen School District

3/24/05

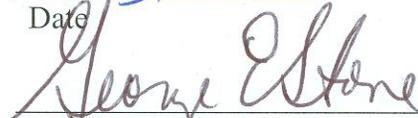
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Dr. Joseph J. Wise, Superintendent
Christina School District

3/24/05

Date



Dr. George E. Stone, Superintendent
Delmar School District

4/19/05

Date



Dr. Daniel D. Curry, Superintendent
Lake Forest School District

3/24/05

Date



Dr. Robert D. Smith, III, Superintendent
Milford School District

4-19-05

Date

January 3, 2005

Steven H. Godowsky
Dr. Steven H. Godowsky, Superintendent
New Castle County Vo-Tech School District

4/20/05
Date

Robert J. Andrzejewski
Dr. Robert J. Andrzejewski, Superintendent
Red Clay Consolidated School District

4/20/05
Date

Deborah D. Wicks
Mrs. Deborah D. Wicks, Superintendent
Smyrna School District

4/12/05
Date

Kevin E. Carson
Dr. Kevin E. Carson, Superintendent
Woodbridge School District

4/19/05
Date

Dianne G. Sole
Dr. Dianne G. Sole, Superintendent
Polytech School District

5/24/05
Date

Russell H. Knorr
Dr. Russell H. Knorr, Superintendent
Seaford School District

19 April 2005
Date

Patrick E. Savini
Dr. Patrick E. Savini, Superintendent
Sussex Technical School District

4/19/05
Date

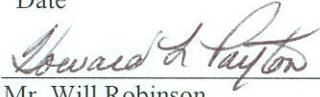
Charter Schools


Mr. Leonard Litz
Academy of Dover Charter School

3-24-05
Date


Mr. Ronald Russo
Charter School of Wilmington

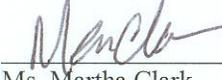
4/20/05
Date

for 
Mr. Will Robinson
East Side Charter School

3/24/05
Date


Ms. Catherine Sielski
Kuumba Academy Charter School

3/24/05
Date


Ms. Martha Clark
MOT Charter School

3/24/05
Date


Ms. Linda Fleetwood
Positive Outcomes Charter School

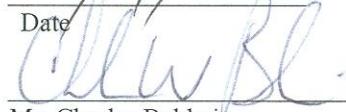
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Dr. Patricia Oliphant
Sussex Academy of Arts and Sciences

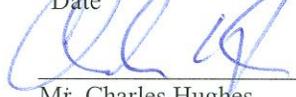
3/24/05
Date


Mr. Allen Zipke
Campus Community Charter School

3/24/05
Date


Mr. Charles Baldwin
Delaware Military Academy

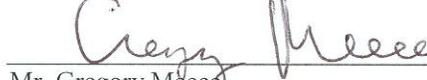
4-19-05
Date


Mr. Charles Hughes
Thomas A. Edison Charter School

4/20/05
Date


Mr. John Taylor
Marion T. Academy Charter School

3/24/05
Date


Mr. Gregory Meece
Newark Charter School

3-24-05
Date


Ms. Audrey Erschen *Charles & Taylor*
Providence Creek Academy
Charter School

4/24/05
Date

January 3, 2005