



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF EDUCATION,

LOCAL EDUCATION AGENCIES,

AND

THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR
FAMILIES-DIVISION OF FAMILY SERVICES, DIVISION OF PREVENTION AND
BEHAVIORAL HEALTH SERVICES, AND DIVISION OF YOUTH
REHABILITATIVE SERVICES

Effective July 1, 2018

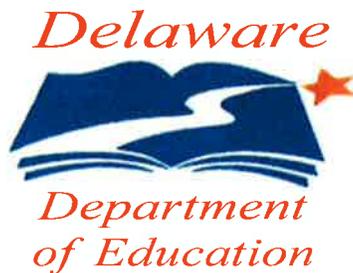


TABLE OF CONTENTS

I. Title of Agreement		3
II. Parties Involved and Their Authority		3
III. Purpose of the Agreement		3
IV. Definitions		4
V. Roles and Responsibilities		6
• Child Abuse Reporting & Investigation	6	
• Children in Foster Care	12	
• Confidentiality	20	
VI. Administration of the Memorandum of Understanding (MOU)		21
VII. Agreement Review		22
IX. Signatories		23
X. Appendices		

I. Title of the Agreement

This Agreement shall be known as the Memorandum of Understanding (MOU) between the Department of Education (DOE), Local Education Agencies (LEAs), and the Department of Services for Children, Youth, and their Families (DSCYF), which includes the Division of Family Services (DFS), the Division of Prevention and Behavioral Health Services (DPBHS), and the Division of Youth Rehabilitative Services (DYRS).

II. Parties Involved and Their Authority

The parties to this MOU are the DOE, LEAs, and the DSCYF;

The authority of the parties involved is derived from the following statutes and regulations:

- A. Fostering Connections to Success and Increasing Adoptions Act of 2008
- B. Every Student Succeeds Act 2015
- C. Child Abuse Prevention and Treatment Act (CAPTA) as amended by P.L. 111-320, the CAPTA Reauthorization Act of 2010
- D. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g.
- E. Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104 191)
- F. Child Welfare, 31 *Del. C.* Chapter 3
- G. Department of Services for Children, Youth and Their Families, 29 *Del. C.*, Chapter 90
- H. Abuse of Children, 16 *Del. C.*, Chapter 9
- I. Education, Title 14 of the Delaware Code
- J. Best Interest Determination Process for School Placement – Students in Foster Care, 14 *DE Admin. Code* 903
- K. District and School Based Intervention Services, 14 *DE Admin. Code* 609
- L. Consortium Discipline Alternative Programs for Treatment of Severe Discipline Problems, 14 *DE Admin. Code* 611
- M. School Transportation, 14 *DE Admin. Code* 1150

III. Purpose of the Agreement

This MOU between the DOE, LEAs, and the DSCYF (DFS, DPBHS, and DYRS) has been jointly developed for the following purposes:

- A. To develop a uniform process for all Delaware LEAs to report child Abuse and Neglect;
- B. To develop a uniform process for DFS to receive school reports of child Abuse and Neglect;

- C. To establish consistent procedures for DFS and LEAs to follow when the DFS investigates a report of child Abuse or Neglect or the DSCYF is providing case management services;
- D. To establish multi-disciplinary collaboration between DOE, LEAs, and DSCYF in child Abuse and Neglect investigations, recognizing the paramount goals of all agencies to safeguard the health, safety, and well- being of children;
- E. To address necessary supports for all students and families held in common by the participating entities served by the parties;
- F. To establish consistent procedures to address when children in Foster Care change residences resulting in a new school enrollment other than School of Origin and the written procedures for providing, arranging, and funding transportation for children who are in Foster Care to remain in their School of Origin;
- G. To enhance communication and coordination so that educational and placement decisions regarding children and youth in Foster Care are based on the Best Interest of the child;
- H. To establish protocols for communication and transition to/from DSCYF programs (excluding YRS placements) and LEAs; and
- I. To ensure compliance with 14 *Del. C.* § 4162(a)(1).

In addition, to meet the needs of the parties hereto, the MOU will:

- 1. Define the responsibilities of each participating entity.
- 2. Establish joint training between the participating entities.
- 3. Establish liaison procedures for promoting communication and problem-solving.
- 4. Establish a system to oversee implementation of the MOU.
- 5. Encourage enhanced communication and coordination among participating entities via System of Care principles.

IV. Definitions

For the purposes of this MOU, the following words and terms have the following meaning unless the context clearly states otherwise:

- A. **Abuse** - Per 10 *Del. C.* § 901(1), abuse means that a person:
 - 1. causes or inflicts sexual abuse on a child; or
 - 2. has care, custody or control of a child, and causes or inflicts:
 - a. physical injury through unjustified force as defined in 11 *Del. C.* §468;
 - b. emotional abuse;
 - c. torture,
 - d. exploitation; or
 - e. maltreatment or mistreatment.
- B. **Additional Transportation Costs** means the difference between what would normally be spent on transportation and the cost of transportation to the School of Origin, considering cost, distance, length of travel, whether the transportation means is developmentally appropriate for the child, and whether transportation can be provided for minimal or no additional costs.
- C. **Best Interest** means a determination on which decisions for a child is made based on the process outlined in 14 DE Admin Code 903.

- D. CASA** means a court-appointed special advocate trained to provide representation of a child's Best Interest in child welfare proceedings.
- E. Dependency** - Per 10 *Del. C.* § 901(8), "dependency" or "dependent child" means that a person:
1. is responsible for the care, custody, and/or control of the child; and
 2. does not have the ability and/or financial means to provide care of the child; and
 - a. fails to provide necessary care with regard to: food, clothing, shelter, education, health care, medical care or other care necessary for the child's emotional, physical or mental health, or safety and general well-being; or
 - b. the child is living in the home of an "adult individual" who fails to meet the definition of "relative" in this section on an extended basis without an assessment by DSCYF, or its licensed agency; or
 - c. the child has been placed with a licensed agency which certifies it cannot complete a suitable adoption plan.
- F. DFS Caseworker** means the DFS employee responsible for either: investigating reports made to DFS alleging child abuse, neglect, or dependency; or the provision of case management services to a family that has been substantiated or has been identified at risk for child abuse, neglect or dependency.
- G. Education Decision Maker** means a person appointed by the Family Court to make appropriate inquiries and take appropriate action regarding all of the following: the child's educational stability or educational placement; all school discipline matters; transition planning for independent living; and education services and accommodations that will allow the child to meet state standards. All decisions shall be made in the best interests of the child.
- H. Educational Surrogate Parent (ESP)** means a person who is appointed by the DOE to represent a child in DSCYF custody who receives, or may be in need of, special education.
- I. Firsthand Knowledge** means information disclosed by a child directly to the School Employee; information School Employees discover themselves; or information that provides the School Employee reason to suspect child abuse or neglect.
- J. Foster Care** means 24-hour substitute care for children living in an out of home placement and for whom the Social Security Act Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and preadoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state tribal, or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.
- K. Guardian** means a non-parent legally appointed by the court with the powers, rights, and duties which are necessary to protect, manage and care for a child.
- L. Immediately** means as soon as possible or as that term may be further delineated when used in this document.
- M. Institutional Abuse (IA)** –means a determination, after investigation by DFS, that physical or sexual abuse of a child occurred in an out-of-home setting. These settings include transitional living programs, residential child care facilities (group homes), foster homes, licensed child day care facilities (child care homes, child care centers), shelters,

correctional and detention facilities, day treatment programs, all facilities at which a reported incident involves a child(ren) in the custody of DSCYF, and all facilities operated by the DSCYF.

- N. **Local Education Agency (LEA)**—means any administrative group providing oversight for the delivery of education and school transportation to children. The term LEA is inclusive of school districts, vocational technical school districts and charter schools.
- O. **LEA Foster Liaison** means the employee designated by an LEA to be the Point of Contact (POC) for DOE and DSCYF to collaborate under this MOU to help ensure the educational stability of children in Foster Care.
- P. **Neglect** - Per 10 *Del. C.* § 901(18), neglect means a person:
 - 1. is responsible for the care, custody, and/or control of the child; and
 - 2. has the ability and financial means to provide for the care of the child; and
 - a. fails to provide necessary care with regard to: food, clothing, shelter, education, health, medical or other care necessary for the child's emotional, physical, or mental health, or safety and general well-being; or
 - b. chronically and severely abuses alcohol or a controlled substance, is not active in treatment for such abuse, and the abuse threatens the child's ability to receive care necessary for that child's safety and general well-being; or
 - c. fails to provide necessary supervision appropriate for a child when the child is unable to care for that child's own basic needs or safety, after considering such factors as the child's age, mental ability, physical condition, the length of the caretaker's absence, and the context of the child's environment.
- Q. **Parent** means a biological or adoptive parent whose rights have not been terminated.
- R. **Relative Caregiver**- means an adult who by blood, marriage or adoption is the child's great grandparent, grandparent, step grandparent, great aunt, aunt, step aunt, great uncle, uncle, step uncle, stepparent, brother, sister, stepbrother, stepsister, half-brother, half-sister, niece, nephew, first cousin or first cousin once removed but who does not have legal custody or legal guardianship of the child.
- S. **School Days** are defined by the school calendar or business days in the summer.
- T. **School Employee** means all persons employed by a school district, attendance zone, or charter school; subcontractors such as bus drivers or security guards; substitute employees; and persons hired by or subcontracted by other state agencies to work on school property.
- U. **School of Origin** means any of the following:
 - 1. The school in which the child is enrolled at the time of entry into the custody of DSCYF.
 - 2. The school in which the child is enrolled at the time of any change in placement while in the custody of DSCYF.
 - 3. Until June 30, 2022, the school identified for the next grade level in the same school district where the child in the custody of DSCYF is enrolled.
- V. **Wellness Center** means a State-funded health clinic that is in a public high school.

V. Roles and Responsibilities of Each Agency

A. Child Abuse Reporting and Investigation

- 1. **LEA Duty to Report:**

Per 16 *Del. C.* §903, a School Employee who "knows or in good faith suspects child Abuse or Neglect shall make a report" to DFS. School Employees shall immediately (within the same school day or no later than 24 hours) report known or suspected child Abuse or Neglect to the 24-hour Child Abuse and Neglect Report Line (1-800-292-9582) (Report Line). A report must be made each time Abuse or Neglect is suspected regardless of current DFS activity with the family.

a. Firsthand Knowledge of Abuse or Neglect – An immediate report by telephone (or online at www.kids.delaware.gov, for non-emergency matters) must be made to DFS by all School Employees who have Firsthand Knowledge of the child Abuse or Neglect. See 16 *Del. C.* §904. An immediate report may be made in one of the following ways:

- i. **Preferred:** All parties with Firsthand Knowledge make the immediate oral report together and will disclose the names of all making the report; or
- ii. Each party with Firsthand Knowledge makes the immediate oral report individually.

b. The Report –

i. Prior to contacting the Report Line, the School Employees with Firsthand Knowledge should the information voluntarily provided by the child and the basis for their report:

- A) What happened?
- B) Where did that happen?
- C) When did that happen?
- D) Did you tell anyone else what happened, and if so, whom?
- E) Who did that to you?

ii. In addition to the basic information about the alleged child Abuse or Neglect, the reporter will provide if available:

- A) demographic information;
- B) known information about Parents or siblings;
- C) known information about the alleged child victim's physical health, mental health, and educational status;
- D) information regarding medical attention that may be needed for injuries;

- E) any information about the way the caregiver's behavior is impacting the child; and
 - F) known information that could put the child's or DFS worker's safety in peril such as the presence of alcohol, drugs, weapons, dangerous animals, or criminal behavior.
 - iii. The reporter will notify school administration that a report has been or is being made. School personnel should refer to their building policies.
- c. **Observed Physical or Behavioral Indicators** - Other scenarios in which physical or behavioral indicators are observed, but Abuse or Neglect is not yet suspected, should be referred to the appropriate school personnel (e.g., nurse or counselor) for review.
 - i. The responsibility of determining whether or not Abuse or Neglect has occurred rests with DFS. School Employees should not interview or probe a child to obtain details about the Abuse or Neglect. The child should not be questioned beyond the disclosure.
- d. **Follow-Up** –
 - i. DFS may contact the reporter or other school personnel with knowledge of the situation to obtain additional firsthand information.
 - ii. In addition to an oral report, the reporter is required to submit a written report by mailing it to the Report Line address on the form or faxed within 72 hours. (See Appendix A - Mandatory Reporting Form).
 - iii. DFS shall notify the school of the decision to accept or screen out a report by phone or e-mail within 24 hours.
 - iv. The school shall not notify the Parent/Guardian/Relative Caregiver. DFS and/or law enforcement will decide how and when the Parent/Guardian/Relative Caregiver will be notified.

2. **DFS Duty to Receive a Report:**

Upon receipt of the report, DFS will do one of three things: accept the report and investigate the allegations or conduct a family assessment; refer the report to law enforcement for investigation; or document the report but not investigate the allegations. Also, all alleged reports involving licensed child placement facilities (e.g., child care, residential care), known as Institutional Abuse reports, should be made to the Child Abuse and Neglect Report Line.

3. Investigation of the Report:

a. LEA Initiated Reports –

- i. After receipt of an LEA report, the DFS Caseworker and Supervisor will make a decision whether to initiate the investigation at the school instead of another location based on case specific information. If a school response is warranted:

(A) The assigned DFS Caseworker will call the school administration to advise that the DFS Caseworker is responding to the school to interview the child regarding the report.

(B) Upon arrival, the DFS Caseworker will show agency identification, request to speak to the school administration, and provide purpose of visit. The DFS Caseworker may request to speak to the School Employee who made the report. The school will identify a location where the child can be interviewed privately by the DFS Caseworker and arrange for the child to come to that location within the school as required by 16 Del. C. § 906 (b) (2). When requested or approved by the child, a school designee may attend the interview, but only as an observer to support the child. The DFS Caseworker will notify such staff person that they may be subpoenaed for subsequent legal proceedings.

(C) It may be necessary for the DFS Caseworker to observe a child's physical injuries to determine if police intervention is warranted and if medical treatment is needed due to the degree of injury.

(1) Per 16 Del. C. §906 (e) (3), DFS is required to contact the appropriate law enforcement agency upon receipt of any report that would constitute a criminal violation "against a child by a person responsible for the care, custody, and control of the child." (See Appendix B-List of Violations) In severe injury cases reported by school staff, DFS may contact the police and request they respond to the school to conduct a joint investigation. In the event a child has pending or outstanding criminal charges, the police will approach the child as a victim first.

- (2) If an injury does not appear to require medical treatment, the physical assessment shall be limited to an external physical assessment, shall exclude the genital area of a male or female and chest area of a female, and shall be done in the presence of a school nurse. The DFS Caseworker will be sensitive to the age, sex, and special needs of the child. When a child between the ages of 9 and 18 indicates an unwillingness to be physically assessed at the school, the DFS Caseworker will pursue a medical examination.
 - (3) Children under the age of 9 must be examined by a physician as arranged by the DFS Caseworker.
 - (4) A physical assessment of a child alleging sexual abuse will not be conducted by school staff or the DFS Caseworker under any circumstances. DFS will coordinate the medical examination with law enforcement and the appropriate medical facility.
 - (5) The DFS Caseworker or law enforcement officer may photograph the child's injuries to document evidence of the injuries for the investigation. School Employees are not authorized to photograph a child's injuries for evidentiary purposes.
- (D) DFS will coordinate law enforcement involvement, including assistance in transporting the child to the hospital in accordance with its policies and statutory responsibilities.
- (E) Temporary Emergency Custody** – A DFS Caseworker has the authority to take temporary emergency protective custody of a child when it is suspected that the child is in imminent danger of suffering serious physical harm or threat to life as a result of Abuse or Neglect providing the child in question is located at a school, day care facility, or child care facility at the time the authority is initially exercised.
- (F) The source of a report will not be divulged unless the reporter consents. The initial school reporter, or designee, may reserve the right to remain unknown to the family. In the event of legal proceedings, the disclosure of the reporting source may become necessary if ordered by the Court.

(G) Upon the conclusion of the child interview and physical assessment, The DFS Caseworker will inform the school administration:

- (1) That a response was made, and whether the child is safe or the child was placed out of the home;
- (2) Who is allowed to have contact with the child;
- (3) if there are any recommendations for follow-up with the child, such as referring the child to a school counselor;
- (4) The person School Employees should call if there are further incidents of Abuse or Neglect involving the child; and
- (5) Information regarding the child's placement, if the child was placed out of the home.

b. Reports Made by Other Sources –

- i. In the event that DFS or the police deem it necessary to pursue an investigation in the school setting, the DFS Caseworker shall inform the school administration and request assistance per the procedures in Section V.A.3 above.
- ii. Alleged physical abuse will be directly investigated by the DFS Caseworker who may request that the school nurse assist with a physical assessment. Physical assessments of alleged physical abuse reported by sources outside the school will not be conducted by the school nurse prior to DFS response to the school.
- iii. Reports to DFS from a Wellness Center will be handled in the same manner. The school will be notified if it is necessary to obtain information from School Employees.
- iv. A report that alleges educational Neglect by a home school will not be investigated by DFS unless the report also alleges another type of Abuse and Neglect or Dependency.

4. Case Collaboration on Active DFS Investigation Cases:

- a. Verbal or written consent of a Parent/Guardian/Relative Caregiver is not required for DFS to investigate allegations of Abuse, Neglect or Dependency or to interview a child in connection with the foregoing
- b. Once an investigation has begun, LEAs and DFS encourage the sharing of information to enhance the investigation, protect children, prevent further

child Abuse and Neglect, and provide family-focused services to the extent permitted by law.

- c. When an investigation is complete and the need for ongoing treatment services has been identified, information can be shared with a signed State of Delaware Interagency Consent to Release Information form obtained by either agency from the Parent/Guardian/Relative Caregiver to the extent permitted by a signed form. To expedite the exchange of information, either agency may fax the signed consent form. (See Appendix C- State of Delaware DSCYF Authorization for Release of Information). Additional information regarding the sharing of information may be found under "Confidentiality."
 - i. No Identified DFS Caseworker - When the DFS Caseworker's name is not known and a School Employee wants to share information about the case or wants to obtain information relevant to the school, the school may contact the Report Line (1-800-292-9582) to request that the assigned caseworker contact the school staff person about the case.
 - ii. Identified DFS Caseworker - When a School Employee knows the DFS Caseworker's name, the caseworker should be contacted directly to share information or obtain information relevant to the school.

5. Case Collaboration on Active DFS Treatment Cases:

- a. When a case is active in treatment, the DFS Caseworker will contact the school periodically to assess the child's educational status. Also, see V.A.4.a. and b. above. (Note: The investigation of a new report about an active DFS treatment case will be investigated by a DFS Caseworker. The DFS Caseworker will also stay involved with the family during the investigation period.)

B. Children in Foster Care

1. The Department of Education will:

collaborate with DSCYF and LEAs to help ensure the educational stability of children in Foster Care in accordance with the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, and the Individuals with Disabilities Education Act.

2. DSCYF will:

collaborate with DOE and LEAs to help ensure the educational stability of children in Foster Care through the provision of the following protections:

- a. provide care, supervision and placement of children in court-ordered legal custody of the DSCYF/DFS;

- b. plan with families for the safety, permanency and well-being of a child in Foster Care, including the child's educational needs;
- c. notify the child's school regarding any change in Foster Care placement;
- d. ensure the child continues attending the School of Origin unless a Best Interest meeting determines that a school change is in the child's Best Interest; and
- e. fulfill the Best Interest meeting responsibilities.

3. LEAs will:

collaborate with DOE and DSCYF to help ensure the educational stability of children in Foster Care through the provision of the following protections:

- a. ensure that a child in Foster Care has the benefit of the presumption to remain in the child's School of Origin or to be Immediately enrolled in a school based on the child's placement;
- b. enroll the child in Foster Care (based on the results of the Best Interest meeting) Immediately (within two school days) of referral to the new school even if DSCYF is unable to produce records, or the sending school has not yet transferred the records, such as previous academic records, medical records, proof of residency, and/or other documentation.
- c. ensure that all parties understand the dispute resolution process for Best Interest Meetings for children in foster care; and
- d. fulfill the Best Interest meeting responsibilities as outlined in Section B (d).

4. Best Interest Meetings

The purpose of the Best Interest meeting is to determine if it is not in the child's Best Interest to remain in the School of Origin. Best Interest meetings shall be conducted in accordance with 14 *Del. C.* § 202A and 14 *Del. Admin. C.* § 903.

- a. Best Interest meetings shall occur:
 - i. when a child is placed into Foster Care;
 - ii. when there is a change in Foster Care placement;
 - iii. when the child leaves the custody of DSCYF; or
 - iv. at least once per year for a child for whom none of the above have occurred.

- b. When there is a change in Foster Care placement, even if remaining in the same school, the DFS worker must notify the LEA Foster Liaison in advance, when feasible, or Immediately and request a Best Interest meeting.
- c. The Best Interest Determination Form (approved by the DOE) will be used in the determination of Best Interest. (See Appendix D)
- d. Refer to the Consortium Discipline Alternative Program (CDAP) Guide (Appendix E) when the student is enrolled in a CDAP.

5. Best Interest Decision

- a. The determination of a child's Best Interest will be made by a representative of DSCYF, a representative of the child's School of Origin, and a representative of the child's school of residence based on the address of the DSCYF custody placement at the time of the determination except when the Best Interest meeting is being held because the child is leaving the custody of DSCYF. The determination will be in writing and will provide the factors considered and the rationale.
- b. If the Best Interest meeting is because the child is leaving the custody of DSCYF, the Best Interest determination is made by a representative of DSCYF, a representative of the school in which the child is enrolled, and a representative of the child's school of residence based on the address of the DSCYF custody placement at the time of the determination. The determination will be in writing and will provide the factors considered and the rationale.

6. After the Meeting

- a. When a determination is made that remaining in the School of Origin is not in a child's Best Interest:
 - i. The LEA of the new school will ensure the child is enrolled in the new school (based on the determination made in the Best Interest meeting) Immediately (within 2 school days) after the DSCYF staff has provided registration materials (including IEP, if applicable).
 - (A) The LEA of the new school will accept a DSCYF letterhead statement as proof of residency of a child in Foster Care with the placement address identified.
 - (B) The LEA of the new school will accept registration materials from DSCYF via fax or email and schedule a meeting or a teleconference with the Treatment or DFS Caseworker within five business days to discuss the child's educational placement.

- ii. The LEA of the new school will Immediately contact the school last attended to obtain relevant academic and other records.
- iii. The LEA of the School of Origin will Immediately transfer the child's relevant academic and other records to the new school.
- iv. The LEA of the new school shall Immediately apply full credits and is encouraged to accept partial credits to benefit the student pursuant to 14 DE. Admin. Code § 505.10.
- v. The LEA of the new school will host a Best Interest meeting in accordance with 14 DE. Admin. Code § 903.
- vi. The DFS Caseworker will:
 - (A) When necessary, provide/arrange for transportation to the school, determined in the Best Interest Meeting, until LEA transportation is established.
 - (B) Provide the school with any information DSCYF has regarding the last school of attendance, grade, credits, and whether the child is receiving special education services at the time of enrollment.
 - (C) Provide the school with proof of legal custody, with any court order appointing the child's legal representative, and an authorized list of contacts and those authorized to pick the child up, including making the school aware of any No Contact Orders.
 - (D) Request the assignment of an Educational Surrogate Parent (ESP) for any child in Foster Care who receives or may be in need of special education services and is eligible for an ESP under state or federal law.
 - (E) Withdraw the child Immediately from his or her School of Origin at the conclusion of the Best Interest meeting.
 - (F) Attend any Best Interest meeting scheduled for the child.

7. Disputes Relating to Best Interest Meetings

- a. The Secretary of the Department of Education, or their designee ("the Secretary"), shall resolve any unresolved dispute regarding Best Interest under this agreement.
- b. The request to the Secretary for resolution will be in writing, will state the basis for the request, and may be made only by:

- i. LEA Foster Liaison;
 - ii. DFS Caseworker;
 - iii. Parent;
 - iv. Relative Caregiver pursuant to 14 *Del. C.* § 202; or
 - v. Education Decision Maker pursuant to appointment by the Family Court.
- c. The request for dispute resolution must be submitted by the disputing party to the Secretary within five (5) school days of receiving notification of the Best Interest decision.
- i. The entire dispute package, including all documentation and related paperwork, is to be submitted to the Secretary in one consolidated and complete package via email or the US Postal Service. It is the responsibility of the requesting person to ensure that the dispute package is complete and ready for review at the time it is submitted to the Secretary.
 - ii. The Secretary, in consultation with other appropriate parties, if necessary, shall make a final decision within ten (10) business days of receipt of the dispute.

8. Transportation

The parties agree that transportation to maintain a child in Foster Care in the child's School of Origin when in the child's Best Interest shall be provided in a cost-effective manner and in accordance with section 675(4)(A) of the Social Security Act. Transportation for a child in Foster Care who enrolls in the school of residence based on the current address of the DSCYF placement is determined by 14 DE. Admin. Code § 1150.12.0.

The parties may amend this subsection based on changes to relevant and applicable federal and state law and regulations and rules or guidance issued by the United States Department of Education and the United States Department of Health and Human Services.

a. Applicability of Transportation Procedures

- i. Subsection B. 8. does not apply if:
 - (A) The location of a child's placement does not entitle the child to transportation benefits under 14 DE. Admin. Code § 1150.12.1;
 - (B) The Best Interest determination is made to change a child's school to a school other than the child's School of Origin; or
 - (C) The School of Origin is a non-public school.

- ii. A child who exits Foster Care during a school year is entitled to continue to receive transportation services to the School of Origin until the end of that school year, which may include summer school.
- iii. For the purpose of subsection B. 8, it is expected that the LEA and the child's DFS Caseworker or foster parent(s) shall make every effort to provide and fund transportation for the child's participation in school-based extracurricular activities, such as interscholastic athletics, clubs, after school tutoring, and work-based learning. If an LEA provides transportation for participation in school-based extracurricular activities, the DOE **will not** reimburse the LEA for Additional Transportation Costs incurred as a result of providing such transportation.

b. Arranging and Providing for Transportation to the School of Origin

- i. When a child enters Foster Care or a child's Foster Care placement changes, the DOE, the DSCYF, and the LEA for the child's School of Origin shall collaborate about establishing the most cost-effective means of transportation available for the child.
- ii. The DSCYF shall arrange and provide for transportation to the child's School of Origin until LEA transportation is established. In some instances, it might take up to 5 working days to establish transportation based on location in the State.
- iii. LEAs shall coordinate and promptly provide transportation.
 - (A) LEAs shall consider the needs of children in Foster Care when establishing transportation routes and arrangements.
 - (B) LEAs must cooperate to ensure compliance with subsection B. 8. of this agreement.
 - (C) The Superintendent or Head of School or his or her designated school Transportation Supervisor for the child's School of Origin is responsible for arranging the transportation of the child between the School of Origin and the foster placement.
 - (D) In determining a child's means of transportation, cost, distance, length of travel, whether the transportation means is developmentally appropriate for the child, and whether transportation can be provided for minimal or no additional costs must be considered.
 - (1) The means of transportation may include school buses, taxis, public transportation (for children in Grades 9 – 12 with DART passes), transportation by the child's foster parent, or other source as determined by the LEA's Superintendent or Head of School or his or her designated school Transportation Supervisor.

- (2) Existing transportation routes and options or arrangements shall be used to the extent available and practical.
 - (3) LEAs must consider the following transportation strategies:
 - (a) Extend the routes of existing school buses to operate within the LEA.
 - (b) Extend the routes of existing school buses that operate outside of the LEA for schools that operate county-wide programs.
 - (c) Coordinate with another LEA that may provide county-wide transportation.
 - (d) Coordinate with the LEA or state where the child's placement is located to provide transportation that could meet transportation that would go to the School of Origin.
 - (e) Offer transit passes or reimbursement.
 - (f) Bid, if required, for the use of local school bus, van, or taxi services.
 - (4) When transportation services other than school buses are used, Superintendents and Heads of School or their designated school Transportation Supervisors, must ensure that any contracted services agreements satisfy the LEA's operational and insurance requirements and monitor the services for compliance.
- iv. For the purpose of reimbursing an LEA for Additional Transportation Costs, the DOE shall make the final determination as to whether a means of transportation is the most cost-effective means of transportation available.
 - v. This agreement shall not be construed to preclude the DSCYF from choosing to provide and fund transportation to the School of Origin.

c. Additional Transportation Costs

- i. Subject to appropriations from the General Assembly, DOE agrees to reimburse an LEA for Additional Transportation Costs incurred as a result of providing a child with the most cost-effective means of transportation available, as determined by the DOE.
 - (A) If the LEA provides the most cost-effective means of transportation available, DOE will reimburse the LEA for Additional Transportation Costs incurred.
 - (B) An LEA may choose to provide another means of transportation that is not the most cost-effective. However, the LEA is responsible for funding the difference between

the means the LEA chooses and the means that the DOE determines to be the most cost-effective. The DOE will only reimburse the LEA for the amount of the most cost-effective means of transportation.

- ii. LEAs shall track Additional Transportation Costs and timely report them to the DOE for review.
 - (A) LEAs shall follow the tracking and reporting timeline established by the DOE in order to be reimbursed for Additional Transportation Costs.
 - (B) The process of and timeline for tracking and reporting additional transportation costs shall be established in time and manner by the DOE.

d. Implementation and Effectiveness of Transportation Procedures

The DOE will convene a group of representatives from the DSCYF, the DOE, and LEAs periodically, but no less than once per year, to monitor the implementation and effectiveness of this subsection of the agreement. In addition, the implementation and effectiveness of this subsection of the agreement may be discussed during the DOE's monthly meetings with the LEA's Transportation Supervisors.

e. Disputes Relating to Transportation

Disputes concerning the DOE's determination of the most cost-effective means of transportation available and reimbursement for Additional Transportation Costs shall be resolved as follows:

- i. LEAs shall make all attempts to resolve disputes with DOE Pupil Transportation team.
- ii. If an LEA is unable to resolve a dispute with the DOE Pupil Transportation team, the LEA may request a hearing before the Secretary of Education or the Secretary's designee.
- iii. Requests for a hearing shall be submitted to the Secretary of Education in writing within 30 days of the receipt of the DOE's most cost-effective means determination or decision not to reimburse Additional Transportation Costs.
- iv. Hearings shall be conducted in accordance with the DOE's Hearing Procedures and Rules.
- v. The Secretary or the Secretary's designee's decision shall be final and not subject to further appeal.

- vi. During the pendency of any dispute, the LEA for the child's School of Origin shall provide transportation.

C. **Confidentiality**

Each party will comply with the relevant local, state and federal laws and regulations that govern privacy and confidentiality related to children and families. However, each party will provide information to each other that is not confidential, or which is otherwise permitted to be disclosed under the applicable law to be disclosed, in order to ensure the successful support of children and families.

Some of the applicable privacy and confidentiality laws, and some of the provisions of those laws are as follows:

1. **Child Abuse Prevention and Treatment Act (CAPTA) - Section 106 (b) (2) B.viii.** requires: methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's Parents or Guardians, including requirements ensuring that reports and records made and maintained pursuant to the purposes of this title shall only be made available to –
 - a. individuals who are the subject of the report;
 - b. Federal, State, or local government entities, or any agent of such entities, as described in clause (ix);
 - c. child abuse citizen review panels;
 - d. child fatality review panels;
 - e. a grand jury or court, upon a finding that information in the record is necessary for the determination of an issue before the court or grand jury; and
 - f. other entities or classes of individuals statutorily authorized by the State to receive such information pursuant to a legitimate State purpose.
2. **Educational Records**
14 *Del. C.* § 4111 provides that all educational records in public and private schools are confidential. Education records and personally identifiable information can only be released in accordance with DOE regulations. DOE has adopted the Federal Family Educational Rights and Privacy Act and its implementing regulations with two exceptions which are not applicable.
3. **Family Educational Rights and Privacy Act (FERPA)**
Generally, schools must have written permission from the Parent/Guardian or eligible student in order to release any information from a student's education record. However, FERPA, 20 U.S.C. 1232g, and the corresponding regulations, 34 CFR Part 99, allows schools to disclose educational records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - a. School officials with legitimate educational interest;

- b. Other schools to which a student is transferring;
- c. Educational authorities conducting audit, evaluation, or enforcement of education programs;
- d. Appropriate parties in connection with financial aid to a student;
- e. Organizations conducting certain studies for or on behalf of the school;
- f. Accrediting organizations;
- g. To comply with a judicial order or lawfully issued subpoena;
- h. Appropriate officials in cases of health and safety emergencies; and
- i. Parents/Guardians/Relative Caregivers of a dependent student.

For students in Foster Care, the Uninterrupted Scholars Act permits educational agencies and institutions to disclose a student's educational records, without parental consent, to a caseworker or other representative of a State or local child welfare agency authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with the State law, for the protection of the student. 20 U.S.C. § 1232g(b)(1)(L).

Schools may disclose, without consent, "directory information" including a student's name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees and awards received, dates of attendance, and the most recent previous educational agency or institution attended by the student. 20 U.S.C. § 1232g(a)(5)(A). Directory information does not include student identification numbers or Social Security numbers. However, schools must give public notice of the categories of information which it has designated as "directory information" and allow Parents/Guardians/Relative Caregivers and eligible students a reasonable period of time after such notice has been given for a Parent/Guardians/Relative Caregiver to inform the school that any or all information designated should not be released without prior consent. 20 U.S.C. § 1232g(a) (5)(B).

- 4. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**
The reporting of child abuse is not precluded by HIPAA. 42 U.S.C. §1320d-7(b). HIPAA does not preempt State law where "the provision of State law, including State procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." 45 CFR 160.203(c).

VI. Administration of the MOU

The Secretaries of DOE and DSCYF and the President of the Chief School Officers Association or their designees, will meet annually to review the implementation of this MOU. Each Department will provide training to the appropriate staff to help ensure all are familiar with the requirements and supports needed to implement this MOU.

The Secretaries of DOE and DSCYF and the President of the Chief School Officers will establish a joint committee to oversee the effectiveness of the MOU. This committee will establish agreed upon data points that can be monitored and evaluated in determining the impact of the MOU and create changes as necessary. This committee will meet on a quarterly basis.

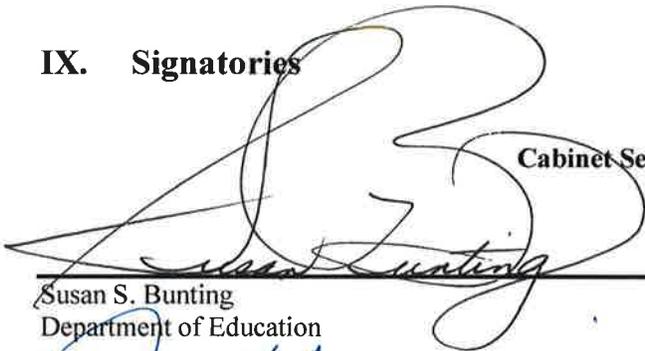
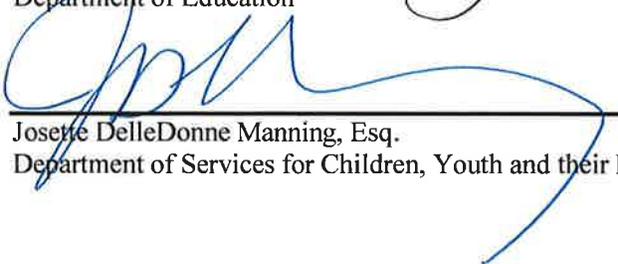
In addition, Liaisons identified in section IV.O will support effective ongoing communication and implementation of the MOU.

VII. Agreement Review

This Agreement shall be effective immediately upon the written signatures of all parties and will remain in effect until a new agreement is signed. This Agreement shall be reviewed annually by appropriate personnel from each party and may be reauthorized at least every five (5) years by the DOE, the DSCYF, and LEAs. Renegotiation of any portion of this Agreement may occur at any time for good cause, upon the written request of any of the parties. The parties will amend this Agreement based on changes to relevant and applicable federal and state law and regulations and rules. This Agreement may be terminated by any of the parties upon thirty (30) days' written notice.

IX. Signatories

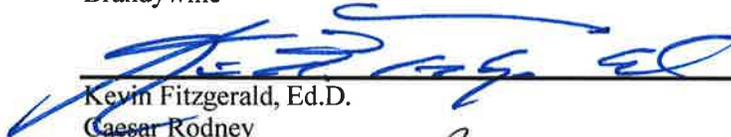
Cabinet Secretaries

	
Susan S. Bunting Department of Education	Date
	
Josette DelleDonne Manning, Esq. Department of Services for Children, Youth and their Families	Date

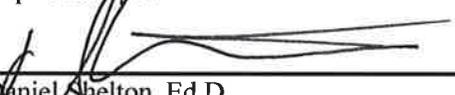
Local Education Agencies


Matt Burrows
Appoquinimink
Date 5/3/18


Mark A. Holodick, Ed.D.
Brandywine
Date 5/3/18


Kevin Fitzgerald, Ed.D.
Caesar Rodney
Date 5/3/18

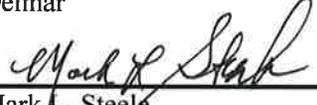

Robert S. Fulton
Cape Henlopen
Date 5/3/18

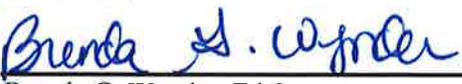

Daniel Shelton, Ed.D.
Capital
Date 5/3/18


Richard L. Gregg
Christina
Date 5/3/2018

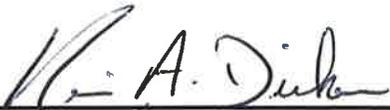

D. Dusty Blakey, Ed.D.
Colonial
Date 5/3/18


Charity H. Phillips
Delmar
Date 5/3/18

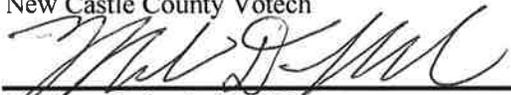

Mark L. Steele
Indian River
Date 5/3/2018


Brenda G. Wynder, Ed.D.
Lake Forest
Date 5/3/2018

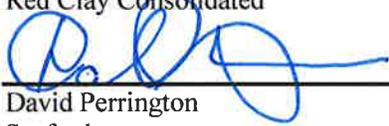

Shawn Larrimore
Laurel
Date 5/3/18


Kevin Dickerson
Milford
Date 5/3/18


Victoria C. Gehrt, Ed.D.
New Castle County Votech
Date 5/3/18

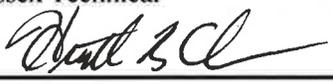

Mark A. Dufendach, Ed.D.
Polytech
Date 5/3/18


Mervin B. Daugherty, Ed.D.
Red Clay Consolidated
Date 5-3-18


David Perrington
Seaford
Date 5-3-18

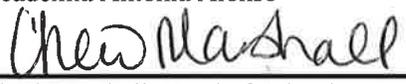

Patrick Williams
Smyrna
Date 5/3/18


Allen F. (A.J.) Lathbury, Jr., Ed.D.
Sussex Technical
Date 5/3/18


Heath B. Chasanov
Woodbridge
Date 5/3/18

Charter Schools

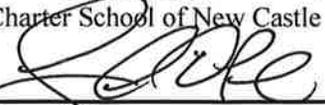

Mercedes Alonso, Head of School
Academia Antonia Alonso
Date 6/6/18


Cheri Marshall, Head of School
Academy of Dover
Date 6/4/18

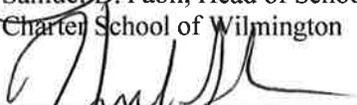

Leroy Travis, Head of School
Campus Community School
Date 6/4/18


Aaron Bass, School Leader
Charter School of New Castle

6/7/18
Date


Samuel D. Paoli, Head of School
Charter School of Wilmington

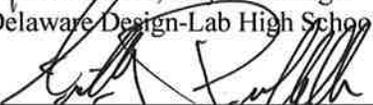
6/8/18
Date


Herbert Sheldon, School Leader
Delaware Academy of Public Safety & Security

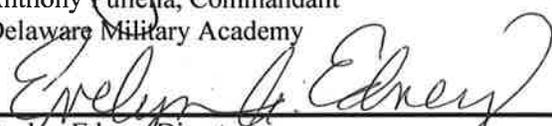
6/4/18
Date


Melissa Siwec, Project Manager
Delaware Design-Lab High School

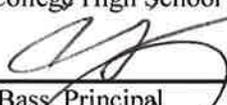
6/5/18
Date


Anthony Pullella, Commandant
Delaware Military Academy

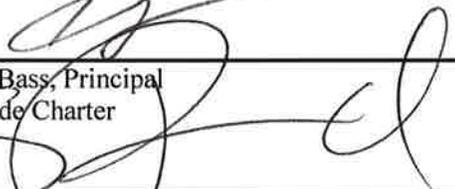
6/6/18
Date


Evelyn Edney, Director
Early College High School at DE State University

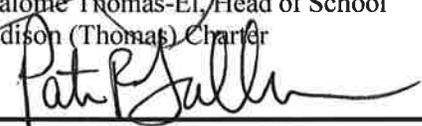
06-04-18
Date


Aaron Bass, Principal
East Side Charter

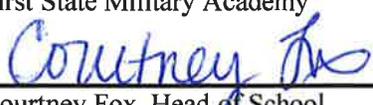
6/7/18
Date


Salome Thomas-El, Head of School
Edison (Thomas) Charter

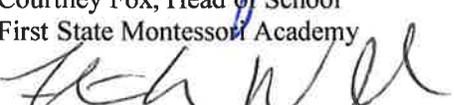
6-7-18
Date


Patrick Gallucci, Head of School
First State Military Academy

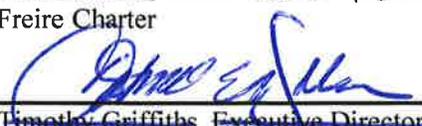
6/4/2018
Date


Courtney Fox, Head of School
First State Montessori Academy

6/6/18
Date

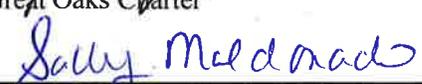
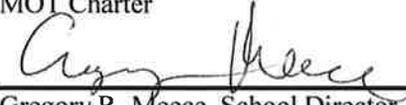
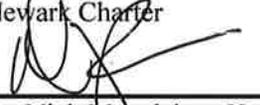
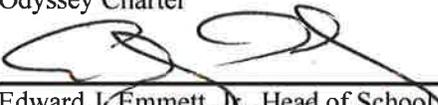
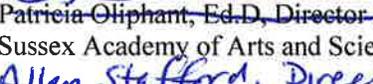

Paul Ramirez, School Leader
Freire Charter

Felicia Wenell
6/6/18
Date


Timothy Griffiths, Executive Director
Gateway Lab School

6/7/18
Date

Catherine Dolan, Interim Head of School

	6/8/18
Kia Johnson, Head of School Great Oaks Charter	Date
	6/8/18
Sally Maldonado, Head of School Kuumba Academy	Date
	6/6/18
Margaret Lopez-Waite, School Contact La Americas ASPIRA Academy	Date
	6/6/18
Ned Southworth, Head of School MOT Charter	Date
	6/6/18
Gregory R. Meece, School Director Newark Charter	Date
	6/6/18
Dr. Nick Manolakos, Headmaster Odyssey Charter	Date
	6/5/18
Denise Parks, Interim Headmaster	Date
	6/5/18
Edward J. Emmett, Jr., Head of School Positive Outcomes Charter	Date
	06/04/18
Charles E. Taylor, Head of School Providence Creek Academy	Date
	6/4/18
Patricia Oliphant, Ed.D, Director of Curriculum & Instruction Sussex Academy of Arts and Sciences	Date
	
Allen Stafford, Director of Finance & Operations	

Appendix A – Mandatory Reporting Form (attachment)

Appendix B- List of Violations (attachment)

Appendix C- State of Delaware DSCYF Authorization for Release of Information (attachment)



Best Interest Determination Form (Foster Care)

Student's Name: _____ Student ID: _____

Current School/District: _____ Current Grade: _____

Determination:

<input type="checkbox"/> The student shall remain in the school in which the student was enrolled at the time of placement. Name of School: _____
<input type="checkbox"/> Based on the best interest determination, a change in school placement is needed. The student will be <u>immediately</u> enrolled in the school of current residence. Name of School: _____

The student shall remain in the school they were attending at the time of placement unless the responses to the following questions provide evidence that a change of placement is in the student's best interest.

What is the student's permanency plan (check all that apply)?

- Reunification
- Termination of Parental Rights/Adoption
- Guardianship
- Permanent Guardianship
- Another Planned Permanent Living Arrangement

What is the expected date for achieving the permanency plan? _____

Education:

How many schools has the student attended in last 3 years? _____

- How many this year? _____
- How have the school changes affected the student emotionally, socially, academically, and/or physically?

- Are there any safety considerations related to school placement?

- How does the child feel about any upcoming moves?

- What school(s) does the student's siblings attend?

Academics & School Activities:

- How is the student performing academically?

- What are the student's academic/career goals? Does either school have programs and/or activities that uniquely meet these needs or interests?

- Would changing the student's school affect his/her ability to:
 - Earn full academic credits or pass classes needed for promotion? How?

- Complete or appropriately progress in the career pathway/CTE courses?

- Participate in sports or other extracurricular activities? How?

- Advance to the next grade? How?

- Graduate on time? How?

- Describe the student's ties to the current school, including significant relationships and involvement in activities.

- Would the timing of a school transfer coincide with a logical transition, such as after testing, at the end of the school year or an event that is significant to the student?

Specialized Instruction:

- Does the student have an IEP (circle one)? YES NO
 - If yes, what related services are required and to what extent can each school meet those needs?

- Does the student have a 504 plan (circle one)? YES NO
 - If yes, what accommodations are needed?

- Does the student participate in other specialized instruction? (i.e. gifted/talented program, bilingual, career & technical program)

Transportation:

- Length of time to school of origin: _____ Distance (in miles): _____

- How would this impact the student?

- Length of time to school of residence: _____ Distance (in miles): _____

- How would this impact the student?

Placement Preference:

- What school does the student prefer? Why? How was this information attained?

- Which school do the birth parents/guardians or education decision maker prefer? Why?

- Which school does DFS prefer? Why?

- Which school do the foster parents prefer? Why?

Supporting Documentation:

Attach any documents that were used to make this determination of best interest. (The following checklist is a sample of documents that may be considered and is not intended to be exhaustive.)

- Report cards
- Progress reports
- Achievement data (test scores)
- Attendance
- IEP or 504 Plan
- E-mails or correspondence from individuals consulted
- Discipline records
- EdInsight Comprehensive Student Report

Signature Page

Determination:

- The student shall remain in the school in which the student was enrolled at the time of placement.
- Based on the best interest determination, a change in school placement is needed. The student will be immediately enrolled in the school of current residence.

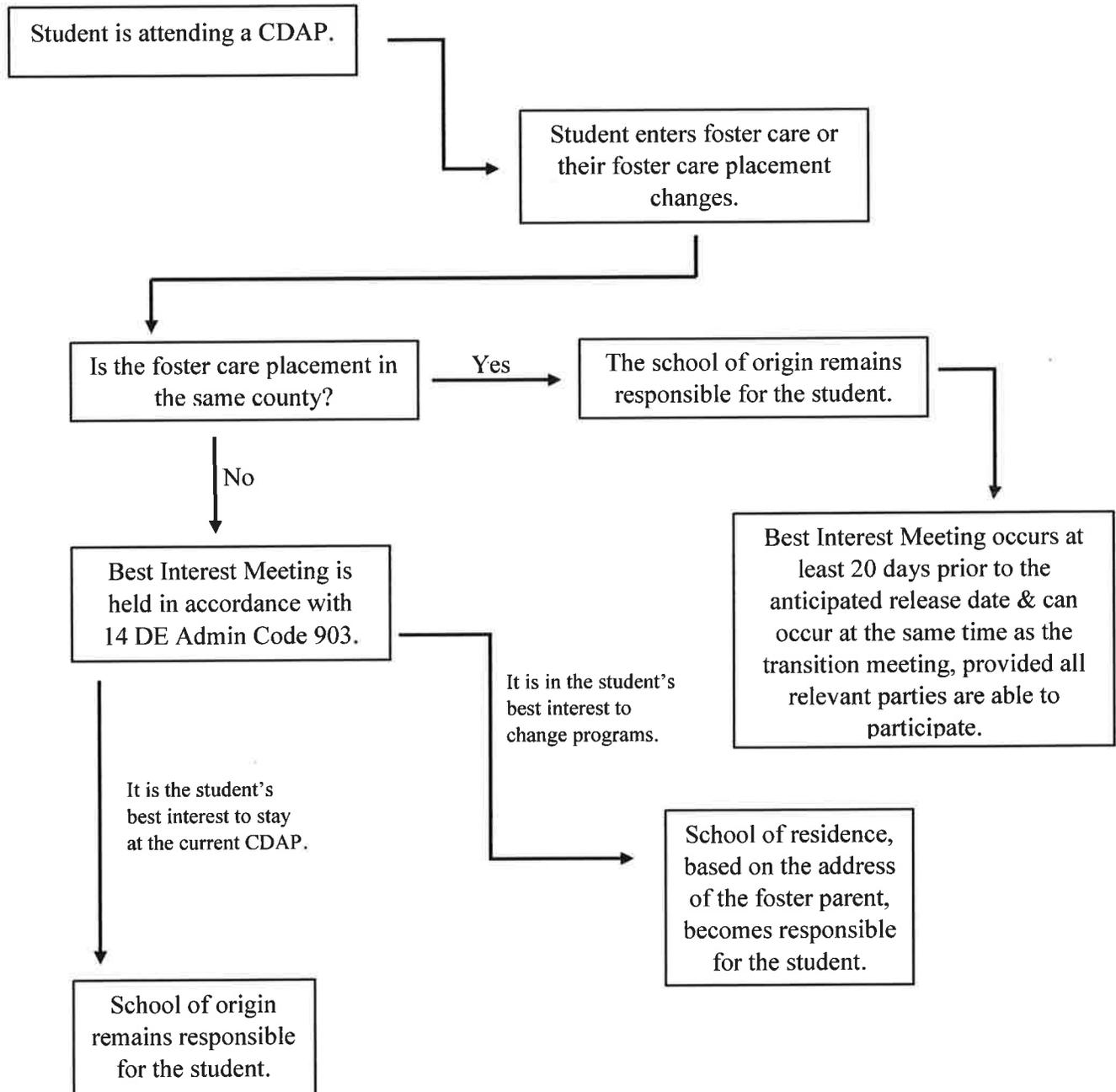
The views of all parties in attendance will be taken into consideration and the final decision will be made by the representative of the school of origin, the representative of the school of residence and the DSCYF representative. *If these three parties cannot agree, the child will remain in the School of Origin.* (14 DE Admin. Code 903)

Participants	Printed Name (Title and/or relationship to student)	Signature	Agreement with determination? (Circle & initial)	
			Yes	No
*Representative of the school of origin (REQUIRED)			Yes	No
*Representative of the school of residence (REQUIRED)			Yes	No
*Representative of DSCYF (REQUIRED)			Yes	No
Student			Yes	No
*Birth parent(s), guardian(s), Relative Caregiver			Yes	No
*Education Decision Maker			Yes	No
School of origin special education representative, if applicable			Yes	No
School of residence special education representative, if applicable			Yes	No
Other:			Yes	No
Other:			Yes	No

*A dispute resolution process is in place for parties who do not agree with the determination decision. Please ask the Foster Care Liaison for more information.

Appendix E

Consortium Discipline Alternative Programs (CDAP) Guide





Division of Family Services
CHILD ABUSE/NEGLECT MANDATORY REPORTING FORM
(Title 16, Delaware Code, Chapter 9, Subsections 901-914)
Toll Free 24-Hour Report Line 1-800-292-9582

INSTRUCTIONS: As required by, **16 Del. C, § 903 and 904** "Any person, agency, organization or entity who knows or in good faith suspects child abuse or neglect shall make a report in accordance with § 904 of this title. For purposes of this section, 'person' shall include, but shall not be limited to, any physician, any other person in the healing arts including any person licensed to render services in medicine, osteopathy or dentistry, any intern, resident, nurse, school employee, social worker, psychologist, medical examiner, hospital, health care institution, the Medical Society of Delaware or law enforcement agency. In addition to and not in lieu of reporting to the Division of Family Services, any such person may also give oral or written notification of said knowledge or suspicion to any police officer who is in the presence of such person for the purpose of rendering assistance to the child in question or investigating the cause of the child's injuries or condition. Any report of child abuse or neglect required to be made under this chapter shall be made to the Department of Services for Children, Youth and Their Families. An immediate oral report shall be made by telephone or otherwise. Reports and the contents thereof including a written report, if requested, shall be made in accordance with the rules and regulations of the Division, or in accordance with the rules and regulations adopted by the Division.

Within 72 hours after the **oral report**, mail or fax (302-577-5515) a completed Child Abuse/Neglect Mandatory Reporting Form to the address below. Please type or print the information and sign the form on the back.

DIVISION OF FAMILY SERVICES - STATE OF DELAWARE
3601 North Dupont Highway
New Castle, DE 19720-6315

IDENTIFYING INFORMATION

Child's Name (Last, First, Initial)	Date of Birth/ Age	Sex	Race	Victim (Yes / No)
--	-----------------------	-----	------	----------------------

1. _____
Current Address: _____

2. _____
Current Address: _____

3. _____
Current Address: _____

4. _____
Current Address: _____

5. _____
Current Address: _____

Parents'/Custodians'/Caretakers' Names (Last, First, Initial)	Date of Birth/ Age	Sex	Race	Perpetrator (Yes / No)
--	-----------------------	-----	------	---------------------------

Mother _____
6. _____
Current Address: _____

Father _____
7. _____
Current Address: _____

Custodian/Caretaker (Relationship) _____
8. _____
Current Address: _____

Please specify for numbers 1-8 above:
Foreign language spoken: #s _____ Specify type: _____

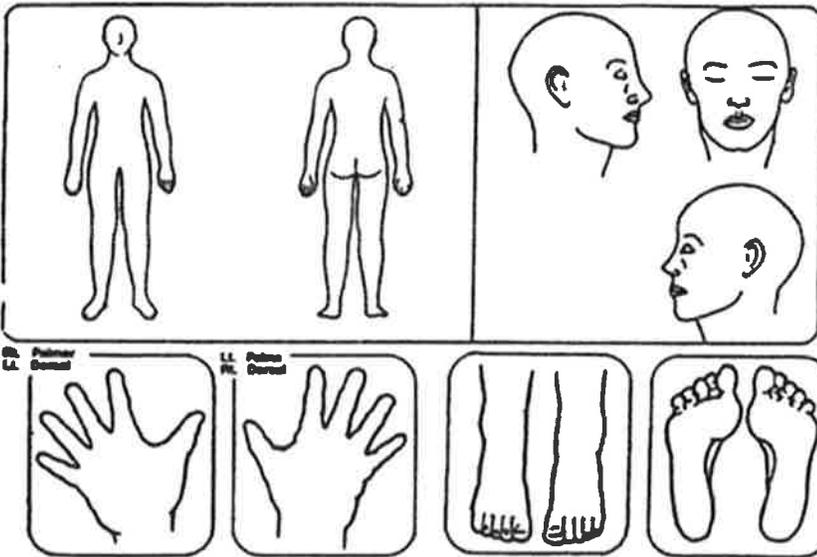
Disabilities: #s _____ Specify type: _____

DESCRIPTION

1. Describe the child's current conditions/injuries and the reason you suspect abuse/neglect. Include evidence, if known, of prior abuse and/or neglect to this child or sibling. Add pages or attach further written documentation as needed.

2. If applicable, note the exact location of any injury by placing a number on the model below. Use the space to the right of the models to describe the corresponding injury that each number represents. Check the category of injuries:

Physical Abuse
 Sexual Abuse
 Physical Neglect



3. Actions: Taken (T) or Pending (P)

Medical Examination Notification of Police
 X-Rays Notification of Medical Examiner
 Photographs Other: _____

REPORTING SOURCE (Confidential)

<i>Signature</i>	<i>Title or Relationship to Child</i>	<i>Date of Report</i>
<i>Facility/Organization</i>	<i>Address</i>	<i>Telephone Number</i>

REPORT LINE USE ONLY

Date of Oral Report: _____ Report was: Accepted Screened Out
 Date Written Report Received: _____
 Prior DFS Case Activity Reports? Yes No If "yes", specify dates: _____

APPENDIX B – LIST OF VIOLATIONS

Per 16 Del. C. § 906(e) (3):

The Division may investigate any report, but shall conduct an investigation involving all reports, which if true, would constitute violations against a child by a person responsible for the care, custody and control of the child of any of the following provisions of § 603, 604, 611, 612, 613, 621, 625, 626, 631, 632, 633, 634, 635, 636, 645, 763, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, , 780, 782, 783, 783A, 791, 1100A, 1101, 1102, 1107, 1108, 1109, 1110, 1111, or 1259 of Title 11, or an attempt to commit any such crimes. The Division staff shall also contact the appropriate law enforcement agency and The Delaware Department of Justice upon receipt of any report under this section and shall provide such agency with a detailed description of the report received. The appropriate law enforcement agency shall assist the Division in the investigation or provide the Division, within a reasonable time, an explanation detailing the reasons why it is unable to assist. Notwithstanding any provision of the Delaware Code to the contrary, to the extent the law enforcement agency with jurisdiction over the case is unable to assist, the Division may request that the Delaware State Police exercise jurisdiction over the case and upon such request the Delaware State police may exercise such jurisdiction;

603 Reckless Endangering in the 2nd Degree; Class A Misdemeanor

604 Reckless Endangering in the 1st Degree; Class E Felony

611 Assault in the 3rd Degree; Class A Misdemeanor

612 Assault in the 2nd Degree; Class D Felony

613 Assault in the 1st Degree; Class B Felony

621 Terroristic Threatening

625 Unlawfully Administering Drugs, Class A Misdemeanor

626 Unlawfully Administering Controlled Substance or Counterfeit Substance or Narcotic Drug;
Class G Felony

631 Criminally Negligent Homicide; Class D Felony

632 Manslaughter; Class B Felony

633 Murder by Abuse or Neglect in 2nd Degree; Class B Felony

634 Murder by Abuse or Neglect in 1st Degree; Class A Felony

635 Murder in the 2nd Degree; Class A Felony

636 Murder in the 1st Degree; Class A Felony

645 Promoting Suicide; Class F Felony

763 Sexual Harassment; Unclassified Misdemeanor

765 Indecent Exposure in the 1st Degree; Class A Misdemeanor
766 Incest; Class A Misdemeanor
767 Unlawful Sexual Contact in the 3rd Degree; Class A Misdemeanor
768 Unlawful Sexual Contact in the 2nd Degree; Class F Felony
769 Unlawful Sexual Contact in the 1st Degree; Class D Felony
770 Rape in the Fourth Degree; Class C Felony
771 Rape in the Third Degree; Class B Felony
772 Rape in the Second Degree; Class B Felony
773 Rape in the First Degree; Class A Felony

774 Sexual Extortion; Class E Felony
775 Bestiality; Class D Felony
776 Continuous Sex Abuse of a Child; Class B Felony
777 Dangerous Crime Against a Child, Definitions, Sentences
780 Female Genitalia Mutilation; Class E Felony
782 Unlawful Imprisonment in the 1st Degree; Class G Felony
783 Kidnapping in the 2nd Degree; Class C Felony
783 A Kidnapping in the 1st Degree; Class B Felony
791 Acts Constituting Coercion; Class A Misdemeanor
1100 Dealing in Children; Class E Felony
1101 Abandonment of a Child; Class A Misdemeanor
1102 Endangering the Welfare of a Child; Class E or G Felony
1107 Endangering Children, Unclassified Misdemeanor
1108 Sexual Exploitation of a Child, Class B Felony
1109 Unlawfully Dealing Child Pornography, Class B Felony
1110 Subsequent Conviction of Sections 1108 And 1109
1111 Possession of Child Pornography; Class F Felony
1259 Sexual Relations in a Detention Facility; Class G Felony

STATE OF DELAWARE
DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES
DIVISION OF FAMILY SERVICES

Appendix C

AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____ hereby give consent for the release of information about myself or my minor child _____ DOB _____ to be released to or obtained from an authorized representative of the Division of Family Services during the course of an investigation or for planning regarding myself and/or my children. Planning includes obtaining information for the development of a holistic service plan aimed at achieving child safety and permanency. The Division of Family Services is requesting the following information from:

1. **School Name (include specific name of school):** _____
 Attendance Records Report Cards IEP's Progress Reports Psychological/Educational Testing Results
 Disciplinary Reports School Counselor Reports Nursing Reports Other _____

2. **Medical Resources (include specific names of physicians, hospitals, etc.):**
Physician(s): _____
Hospital: _____
PH Clinic: _____
 Immunizations Birth Records Laboratory Reports X-ray Reports Hx/Physical Exam Reports Discharge Reports Operative Reports Consultation Reports Therapy Reports
 Other _____

3. **Mental Health Providers (include specific names):** _____
 Attendance Progress Reports Psychological/Psychiatric Evaluations Prescribed Medication

4. **Other Services, i.e. day care, WIC, probation/parole, public health, parent aide, other contracted services (please identify specific service):**
Name _____
Types of information being requested _____
Name _____
Types of information being requested _____
Name _____
Types of information being requested _____

This authorization is valid until:
_____ Six months from the date of signature or the following date _____

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Pts. 160 & 164 and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

I also understand that this consent may be revoked at any time, except to the extent that action has been taken in reliance on it. The person completing this form has a right to receive a copy. This form is invalid unless all sections are completed.

_____ Client Signature (if applicable)	_____ Print Name	_____ Date
_____ Parent, Guardian, Custodian (Circle One)	_____ Print Name	_____ Date
_____ Division of Family Services Representative	_____ Print Name	_____ Date

