

**INTERAGENCY AGREEMENT
BETWEEN
ALBEMARLE COUNTY PUBLIC SCHOOLS
AND
ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL**

GENERAL

- 1.1 The Albemarle County Public Schools and the Albemarle-Charlottesville Regional Jail agree to the following provisions for carrying out the responsibilities for provision of compulsory special education and related services to eligible inmates housed in the Albemarle-Charlottesville Regional Jail.
- 1.2 This agreement is effective when the authorized signature of the administrators for each agency has been affixed to this document.
- 1.3 Written policies and procedures covering the release of information shall be followed according to established rules and regulations promulgated by Albemarle County Public Schools and the Albemarle-Charlottesville Regional Jail.
- 1.4 If either party fails to fulfill the responsibilities of the agreement, it shall be brought to the attention of the directors of both agencies for resolution.
- 1.5 This agreement shall remain in force until either agency confirms in writing the agreement is no longer necessary or desirable. All amendments to this agreement shall be in writing and signed by the authorized representatives of each agency.

AUTHORITY

- 2.1 The authority for the performance and responsibilities assigned herein is provided by:
 - a. 20 United States Code, § 1400 *et. seq.* (IDEA)
 - b. Code of Virginia, Sections 22.1-254 and 22.1-214 (Compulsory school attendance and education of all eligible students with disabilities)
 - c. Code of Virginia, Section 22.1-215. (LEA responsibility to provide free appropriate public education for children with disabilities residing within its jurisdiction)
 - d. Regulations Governing Special Education Programs for Children with Disabilities in Virginia, 8 VAC 20-81.

PURPOSE

- 3.1 The purpose of the agreement is to establish the guidelines and areas of responsibility between Albemarle County Public Schools and Albemarle-Charlottesville Regional Jail for the provision of special education and related services to eligible inmates. However, this Agreement does not obviate the local educational agency of its legal responsibility to provide a free appropriate public education to all eligible youth with disabilities.

RESPONSIBILITIES

4.1 The Albemarle County Public Schools shall be responsible to:

- a. Provide a part-time certified special education teacher (18.5 hours a week);
 - i. Special education personnel with any special education endorsement, except early childhood special education, may provide instructional services to eligible students with disabilities incarcerated in a regional or local jail.
 - ii. Providing the special education staff member according to the Albemarle County Public Schools calendar for all days that staff are expected to work with students.
 - iii. The morning or afternoon session will be determined by Albemarle County Public Schools with strong consideration for the needs of the Regional Jail taken into consideration.
 - iv. Should the special education caseload, as defined in this agreement, exceed the capacity of the special education teacher's time commitment to provide special services in the context of the part time capacity, Albemarle County Public Schools will increase staffing in order to meet the needs of eligible students as defined in this agreement.

- b. Provide special education and related services to qualified individuals
 - i. Individuals with disabilities who have not graduated with a standard or advanced studies high school diploma*; and
 - ii. Who are confirmed eligible for special education and related services, and
 - iii. Who have not reached their 22nd birthday on or before September 30 (two to 21, inclusive) in accordance with the Code of Virginia. A child with a disability whose 22nd birthday is after September 30 remains eligible for the remainder of the school year. (§ 22.1-213 of the Code of Virginia; 34 CFR 300.101(a) and 34 CFR 300.102(a)(3)(ii)); and
 - iv. Who are incarcerated in the local jail for 10 or more consecutive days in the regional jail.

**NOTE: The GED, IEP Diploma, Modified Standard Diploma, and Certificate of Completion are considered "special" diplomas in Virginia and DO NOT preclude an otherwise qualified individual from receiving special education and related services in the Jail.*

- c. EXCEPTIONS:
 - i. The IEP team may modify the student's IEP or placement if the state has demonstrated to the IEP team a bona fide security or compelling penological interest that cannot be otherwise accommodated.
 - ii. IEP requirements regarding participation in state assessments, including alternate assessments, do not apply.

- iii. IEP requirements regarding transition planning and transition services do not apply to students whose eligibility for special education and related services will end because of their age before they will be eligible for release from the correctional facility based on consideration of their sentence and their eligibility for early release.
- d. Provide special education and related services in accordance with IEPs for the duration of the education program, as determined by the local school board. (instructional programming must be available 12 months per year if required by the student's IEP);
 - i. Special education means specially designed instruction, at no cost to the parent(s), to meet the unique needs of a child with a disability.
 - ii. Related Services is transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education and includes speech-language pathology and audiology services; interpreting services; psychological services; physical and occupational therapy; recreation, including therapeutic recreation; early identification and assessment of disabilities in children; counseling services, including rehabilitation counseling; orientation and mobility services; and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services; social work services in schools; and parent counseling and training. Related services do not include a medical device that is surgically implanted including cochlear implants, the optimization of device functioning (e.g., mapping), maintenance of the device, or the replacement of that device. The list of related services is not exhaustive and may include other developmental, corrective, or supportive services (such as artistic and cultural programs, and art, music and dance therapy), if they are required to assist a child with a disability to benefit from special education. (§ 22.1-213 of the Code of Virginia; 34 CFR 300.34(a) and (b))
- e. Communicate any changes to special education procedures, policy, regulations or law that would impact special education services provided in the local or regional jails;
- f. Provide to administration of the Albemarle-Charlottesville Regional jail any required forms or paperwork, either paper or electronic, that is deemed necessary to be completed in order to meet compliance standards established by the Virginia Department of Education;
- g. Supervise these employees through the director of special education (or designee qualified to provide supervision) and provide them with all contractual benefits afforded to employees of Albemarle County Public Schools in comparable positions;

- h. Provide classroom books and materials necessary to meet the IEP goals and objectives of the students;
- i. Provide appropriate equipment to enhance and facilitate learning;
- j. Provide referral, assessment, eligibility, and transitional services 12 months per year;
 - i. Albemarle County Schools will determine potentially eligible students through a review process to occur at least every two weeks, but could occur more often. This process may include but is not limited to reviewing reports of inmates incarcerated for more than 10 days who are under the age of 23, reviewing individual records of inmates using available electronic managements systems (i.e. PISTOL), and/or interviewing inmates.
 - ii. Albemarle County Schools will request records from potentially eligible students' previous school systems, when indicated, within 3 business days of receipt of said students.
 - iii. Within 3 business days of receipt of verification the inmate qualifies as a student eligible for special education services, Albemarle County Schools special education teacher will be notified and the student will be activated in the electronic special education management system.
 - iv. An "IEP Transfer Agreement" or Individualized Education Plan (IEP) will be developed for the student within 5 business days, provided the conditions are met and no exceptions apply that would preclude participation in services. If an IEP Transfer Agreement is developed, the formal IEP will be developed within 10 business days. Please note, IEP development shall not delay the provision of special or related services.
 - v. The special services outlined in the IEP will be implemented as indicated in the IEP Transfer Agreement or IEP document, provided the inmate / qualified student provides consent for such services to be implemented.
 - vi. In the event of a delay in any part of this process, school and jail administration will be notified.
- k. Provide in-service and educational opportunities to special education staff to meet accreditation requirements;
- l. Work cooperatively with the Albemarle-Charlottesville Regional Jail and other agencies, as appropriate, to implement jail educational programs;
 - i. Provide a "guide" to decision making regarding services and related services to inmates. This would include how the provision of services would be implemented during the day, in conjunction with existing jails programs and services or outside of said services and justification or rationale should such services be necessary.
 - ii. Provide a schedule to administration at schools and jails that clearly delineate responsibilities, location of services, student initials, breaks, administrative duties, etc.

- iii. Maintain a log of daily activities that include inmate contacts, provision of services and administrative duties. Said log should be made available to school and jail administration.
- m. Comply with the policy, procedures and guidelines as established for the Albemarle-Charlottesville Regional Jail; and
- n. Ensure a free appropriate public education is being provided to all eligible students.

4.2 The Albemarle-Charlottesville Regional Jail shall be responsible to:

- a. Provide classroom, office space and appropriate furniture;
- b. Provide security, including screening of students who are high security risks or of students who must be kept separate from one another;
- c. Provide information concerning inmates that is necessary to facilitate the eligibility process;
 - i. Provide access and associated professional development for the special education teacher to electronic database deemed necessary by jail administration for the special education teacher to implement this agreement within timelines.
 - ii. Provide timely reports at established intervals.
- d. Provide a liaison to coordinate (facilitate) the interaction between educational staff and jail staff;
- e. Provide for the use of telephone, fax equipment and copy machine;
- f. Transport students to and from the classroom;
- g. Provide the use of the library as appropriate;
- h. Provide comprehensive orientation and training, and follow-up or recertification (i.e. policy updates and/or quarterly emergency procedures), as appropriate, to education staff;
- i. Include education staff in monthly staff meetings, as appropriate; and
- j. Work cooperatively with Albemarle County Public Schools and other agencies, as appropriate, to implement jail education programs.

IMPLEMENTATION

5.1 The Albemarle County Public Schools and Albemarle-Charlottesville Regional Jail will each designate appropriate personnel to be responsible for the orderly implementation of this agreement. These individuals, along with others with related responsibilities from each agency, will meet to discuss implementation at least quarterly. This agreement will be reviewed annually.

AUTHENTICATION

Pursuant to the authority vested in the Superintendent for the Albemarle-Charlottesville County and the Superintendent for Albemarle County Public Schools this agreement is promulgated this 10th day of March, 2023, to become effective immediately.

Superintendent

Superintendent

Albemarle-Charlottesville Regional Jail

Albemarle County Public Schools

Date

Date