

## **DEPARTMENT OF EDUCATION**

### **GENERAL NOTICE**

#### **The Department of Education Proposes to Enter into Three Interagency Agreements**

The Agreements are:

1. 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 Education Agencies; and Charter Schools Serving Children with Disabilities.
2. Interagency Agreement between the Division of Developmental Disabilities Services, Department of Health and Social Services; Exceptional Children and Early Childhood Education Group, Delaware Department of Education; Local Education Agencies; and Charter Schools Serving Children with Disabilities.
3. Interagency Agreement between the Division of Vocational Rehabilitation, Department of Labor; Exceptional Children and Early Childhood Education Group, Delaware Department of Education; Local Education Agencies; and Charter Schools Serving Children with Disabilities.

The purpose of these agreements is to ensure the implementation of a free appropriate public education for children with disabilities who are placed in programs by the Divisions of DSCYF (Agreement 1) or are transitioning between school and adult services (Agreements 2 and 3). The Department has prepared and plans to enter into these Agreements as part of its general supervisory responsibility and obligation to ensure services under the Individuals with Disabilities Education Act (20 U.S.C. §1412(a)(11) and 1412(a)(12); 34CFR §300.142 and 300.600) and Chapter 31 of Title 14 of the Delaware Code. The Agreements outline the roles and responsibilities of the participating agencies.

The Department proposes to add regulations for a Primary and Secondary IEP and the participation of the Career Technical Teacher Coordinator in IEP meetings when students may participate in a cooperation education program or a diversified occupations program. In addition, the Department proposes to delete the note regarding corporal punishment.

The sixty day public comment period for these agreements and regulations extends from September 1, 2004 through October 30, 2004. Written comments should be forwarded to:

Dr. Martha Brooks, Director  
Exceptional Children and Early Childhood Education  
Group Delaware Department of Education  
P.O. Box 1402  
Dover, DE 19903  
or  
mbrooks@doe.k12.de.us

Two hearings to receive public comment are scheduled for:

Thursday, September 28, 2004  
Hodgson Technical High School  
2575 Glasgow Avenue  
Elevated Classroom – 2nd Floor  
Newark, DE  
7:00 p.m.

Thursday, September 30, 2004  
Milford High School Auditorium  
1019 North Walnut Street  
Milford, DE  
7:00 p.m.

## **I. Title of the Agreement**

This Agreement shall be known as the Interagency Agreement between the Division of Developmental Disabilities Services, Department of Health and Social Services; Exceptional Children and Early Childhood Group, Delaware Department of Education; Local Education Agencies; and Charter Schools Serving Children with Disabilities. 34 CFR §300.142

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

The parties to this Interagency Agreement are the Division of Developmental Disabilities Services (DDDS), Department of Health and Social Services (DHSS); the Exceptional Children and Early Childhood Group, Delaware Department of Education (DDOE); Local Education Agencies (LEAs); and Charter Schools. The Delaware Department of Education ensures that each educational program for children and youth 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 Division of Developmental Disabilities Services provides services to those individuals who have mental retardation or certain related disabilities specified by the Division in its eligibility definition. Persons participating in programs operated through DDDS do so under regulations, policies and procedures issued by DDDS. This Agreement delineates responsibility for transition services provided to youth with disabilities. It does not expand or alter DDDS's responsibility for services to persons who are over the age of 21 or otherwise ineligible for special education and related services.

## **III. Purpose of the Agreement**

It is hereby agreed that the Division of Developmental Disabilities Services and the Delaware Department of Education are committed to transitioning eligible individuals from an education-based system to an adult services system in a programmatically sound manner, which denotes individual choice and promotes a continuum of services to the individual. This Agreement is designed to facilitate the transition of all youth enrolled in LEAs or Charter Schools who are eligible for DDDS services.

The DDDS and the DDOE enter into this Agreement for the purpose of improving the quality and coordination of services for youth who meet DDDS eligibility criteria as they make the transition from school to the adult community in Delaware. The transition population is herein defined as those youth with disabilities between the ages of 14 (or eighth grade, whichever comes first) and 21 inclusive, who are students enrolled in an LEA or Charter School who meet the DDDS eligibility criteria.

This Agreement is between the DDDS, the DDOE, LEAs, and Charter Schools and is not intended to create any enforceable rights for youth or their parents or any agency not a party to 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)]**

### **Joint Responsibilities of the Division of Developmental Disabilities Services and the Delaware Department of Education**

It is hereby agreed that the DDDS and DDOE, through a statewide interagency effort, shall:

1. Exchange information relevant to effective interagency delivery of services during and after the transition years. Included in this information will be an Annual Transition Staff Listing of all transition contacts in DDDS, DDOE, LEA, and Charter Schools.
2. Provide data that will allow the DDDS to develop plans and budgets for post school day and residential services.
3. Provide assistance to LEA, Charter School, and DDDS staff in the implementation of this Agreement.
4. Develop strategies to promote parent awareness of the transition process.

5. Review vocational assessment approaches to ensure that transition planning needs of youth with disabilities and the requirements of the participating agencies, including the Division of Vocational Rehabilitation, are met.
6. Develop an interagency tracking system to provide feedback to the schools and to aid effective long range planning for program development and improvement.
7. Collaborate with other Departments, Divisions, and agencies responsible for transition age youth so that all transition services are coordinated.
8. Appoint staff to the State Transition Advisory Council to monitor, plan, and implement activities to support the transition planning needs of students with disabilities.
9. Promote an individual student-centered approach to transition that includes timely and practical guidance on realistic choices and discrete steps toward achievement of vocational/day service goals.
10. Identify, plan, and fund joint inservice training, to include orientation for new DDDS and school transition personnel and ongoing training as needed for all staff.
11. Plan for students served through the Interagency Collaborative Team (ICT) who meet the DDDS eligibility criteria and who will require residential resources upon completion of their education.

### **Delaware Department of Education, LEA and Charter Schools, and the Division of Developmental Disabilities Services**

The Department of Education has the overall responsibility to ensure that transition planning for students with disabilities is occurring in the State of Delaware and is in compliance with federal and State requirements.

Transition planning is a necessary part of the Individualized Education Program (IEP) to prepare students with disabilities for independence in the community. During a student's eighth grade year or at age 14, whichever occurs first, or before if the IEP Team determines appropriate, and continuing through high school graduation, or age 21, whichever occurs first, transition services planning is part of the IEP for each student receiving special education services. Every effort will be made to include the student and the parent/guardian in the planning for individualized transition services. Transition service planning serves as a guide to make the most effective use of those school years by addressing the following major life areas and individual characteristics:

1. Instruction.
2. Community experience.
3. Employment and other post-school objectives.
4. Daily living skills and functional vocational evaluation, as appropriate.
5. Aptitudes.
6. Interests.
7. Preferences.
8. Other (i.e., work history, job samples, learning styles, transportation needs, linkages to other adult service providers).

The Division of Developmental Disabilities Services, in collaboration with LEAS and Charter Schools, will assist in the process of transition services planning.

1. During the ninth grade year (or age 16, whichever comes first) information is shared with the parent/guardian of all youth with developmental disabilities on the following:

- Post-Secondary Options;
- Family Support Options;
- Residential Options;
- Day Service/Employment Options, including supported employment;
- Medical Resources, including Medicaid;
- Recreation resources;
- Advocacy resources;
- Transfer of Rights at Age of Majority and Guardianship Issues;
- Supplemental Security Income;
- Other, as appropriate for the individual family.

As part of the Individualized Education Program (IEP) process, a transition services plan is developed for each youth with a disability.

2. Each year, the DDDS, in cooperation with LEAs and Charter Schools, will review all students 16 years of age to determine those youth who most likely meet the eligibility requirements of DDDS. DDDS will provide the schools with an initial indication concerning the probability that the individual will meet the Division's eligibility requirements for services.

3. During the student's ninth grade year, or age 16, whichever comes first, the DDDS Transition Coordinator/Designee will be invited to attend the annual IEP meetings for all students who will most likely be eligible for DDDS services. At that meeting, the DDDS intake process will be fully explained to the youth and parent. A Release of Information will be obtained prior to the IEP meeting for all students. Access to, and transfer of, individual records will be carried out with the informed consent of the youth, parent or guardian, as appropriate, and in compliance with the Family Education Rights and Privacy Act (FERPA), the Health Information Portability and Accountability Act (HIPAA), and the IDEA and State law and regulations.

4. The following identifies responsibility for the required referral information:

LEA/Charter School Responsibility:

- referral form;
- Social Security number;
- driver license, State ID card;
- current and valid psychological information required by DDDS eligibility criteria to include cognitive and adaptive behavior assessments;
- basic medical/nursing information;
- Medicaid status;
- Vocational Assessment, which includes:
  - vocational strengths and weaknesses
  - interests – likes and dislikes
  - vocational training and employment experiences
- current IEP;
- current OT, PT, Speech reports, as appropriate;
- Behavior Management/Counseling reports, as appropriate; and
- other, as appropriate (i.e., transportation needs)

DDDS Responsibility

- Release of Information Form(s);
- Application;
- Client Profile;
- Additional Medical, if needed;
- SSI/SSDI status; and
- Other, as appropriate.

5. For those individuals and/or parent/guardians who decide to apply for services, the DDDS will complete the intake and eligibility process within 90 days of receipt of completed application materials, 45 days for Medicaid recipients. Upon completion of an intake determination of eligibility, the student and parent/guardian shall be informed. At the time of intake, DDDS will ask whether the student and parent/guardian wishes to release the eligibility determination to the student's school. If consent to release the eligibility is given, DDDS will forward a copy of the eligibility to the student's school. For youth who are eligible, service needs, options and plans will be reviewed with the individual and family within 60 days of eligibility determination.

6. If the intake process results in a determination that the youth is not eligible, the individual and parent/guardian will be notified, as will the youth's school program if release of information is granted by the individual and parent/guardian. A description of the DDDS appeals process and recommendations for other service options will be provided to the individual and family/guardian.

7. Each year, the LEA/Charter School Transition Team, as defined in the Division of Vocational Rehabilitation (DVR)/Delaware Department of Education/Local Education Agency/Charter School Interagency Agreement, and including the DDDS representative, will meet to review all youth eligible for DDDS services who are about to enter their final year of school. At these meetings, decisions will be made related to the employment status of all students. Those youth appropriate for DVR services will be identified at this meeting, and the DVR counselor will begin the intake process for those youth. The DDDS representative will work closely with the DVR counselor concerning

those youth who are eligible for services from both agencies so that appropriate sources of follow-up services can be identified.

8. A DDDS representative will attend the student's IEP meeting during the final year in school. The DDDS representative, in conjunction with the IEP team, will develop a transfer plan, which will be incorporated as an attachment to the IEP to specify the individual's initial linkage with DDDS.

9. Adult services and supports may be initiated at any time during the final year of school or earlier with the mutual agreement of all parties. If it is determined that adult services and supports should be initiated prior to the end of the school year, the school will be responsible for funding through August 31. DDDS funding shall begin on September 1<sup>st</sup>.

10. Services and supports provided by DDDS are contingent upon funding availability based on DDDS established priorities. DDDS will establish the array and extent of services available and the priority of individuals accessing services.

## **V. Procedures to Resolve Disputes Regarding Program and Fiscal Issues**

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 lowest operational level (at the School, School District, or DDDS office 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 Group, DDOE; to the State Director, Division of Developmental Disabilities (DDDS); 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 days (30) of receipt of the request.

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, Department of Health and Social Services (DHSS); and the President of the Chief School Officer's Association. The dispute shall be resolved by a majority vote of the Cabinet Secretaries and the President. Further, any party 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, DHSS; 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 one party to the other. This Interagency Agreement does not restrict or otherwise limit the Delaware Department of Education's general supervision 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 signature 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 Health and Social Services, Division of Developmental Disabilities, 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.

### **SIGNATURE AND TITLE OF EACH AUTHORIZED AGENCY AND SCHOOL DISTRICT ADMINISTRATOR**

Mrs. Valerie A. Woodruff, Secretary of Education

Department of Education

Mr. Vincent P. Meconi, Secretary  
Department of Health and Social Services

Dr. Nancy J. Wilson, Associate State Secretary  
Curriculum & Instructional Improvement  
Department of Education

Ms. Marianne Smith, Director  
Division of Developmental Disabilities Srv.  
Department of Health and Social Services

Dr. Martha Brooks, State Director  
Exceptional Children and Early Childhood Education  
Department of Education

Mr. Tony J. Marchio, Superintendent  
Appoquinimink School District

Dr. Harold Roberts, Superintendent  
Caesar Rodney School District

Dr. Michael D. Thomas, Superintendent  
Capital School District

Dr. George Meney, Superintendent  
Colonial School District

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

Dr. Bruce Harter, Superintendent  
Brandywine School District

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

Dr. Joseph Wise, Superintendent  
Christina School District

Dr. George E. Stone, Superintendent  
Delmar School District

Mr. Keith Duda, Superintendent  
Laurel School District

Dr. Steve Godowski, Superintendent  
New Castle County Vo-Tech School District

Dr. Robert Andrzejewski, Superintendent  
Red Clay Consolidated School District

Mrs. Deborah D. Wicks, Superintendent  
Smyrna School District

Dr. Kevin E. Carson, Superintendent  
Woodbridge School District

Dr. Daniel Curry, Superintendent  
Lake Forest School District

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

Dr. Diane G. Sole, Superintendent  
Polytech School District

Dr. Russell H. Knorr, Superintendent  
Seaford School District

Dr. Patrick Savini, Superintendent  
Sussex Technical School District

#### **Charter Schools**

Mr. Leonard Litzi  
Academy of Dover Charter School

Mr. Allen Zipke  
Campus Community Charter School

Mr. Ron Russo  
Charter School of Wilmington

Mr. Will Robinson  
East Side Charter School

Ms. Catherine Sielski  
Kuumba Academy Charter School

Ms. Martha Clark  
MOT Charter School

Ms. Linda M. Fleetwood  
Positive Outcomes Charter School

Dr. Nancy Feichtl  
Sussex Academy of Arts and Sciences

Mr. Charles Baldwin  
Delaware Military Academy

Mr. Charles Hughes  
Thomas A. Edison Charter School

Mr. John Taylor  
Marion T. Academy Charter School

Mr. Greg Meece

Newark Charter School

Ms. Audrey Erschen  
Providence Creek Academy  
Charter School

Dr. Nancy Feichtl  
Sussex Adacemy of Arts and Sciences

## **I. Title of the Agreement**

This Agreement shall be known as the Interagency Agreement between the Division of Vocational Rehabilitation, Department of Labor; Exceptional Children & Early Childhood Education Group, Delaware Department of Education; Local Education Agencies; and Charter Schools Serving Children with Disabilities. 34 CFR §300.142

## **II. Parties Involved and Their Authority to Provide Special Education and Transition Service Interagency Agreements between the Department of Education and other agencies [34 CFR §300.142 (b)]**

The parties to this Interagency Agreement are the Division of Vocational Rehabilitation (DVR), Department of Labor (DOL); the Exceptional Children and Early Childhood Education Group, Delaware Department of Education (DDOE); Local Education Agencies (LEAs); and Charter Schools. The Department of Education ensures that each educational program for youth 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 Division of Vocational Rehabilitation is authorized to provide transition services to youth with disabilities, ages 16-21, in accordance with transition requirements of the Rehabilitation Act of 1973, as amended in the Workforce Investment Act of 1998, Public Law 105-220 and 34 CFR Part 361, State Vocational Rehabilitation Services Program; Final Rule. The Local Education Agencies and Charter Schools carry the primary responsibility for the education of children and youth with disabilities enrolled in the school districts and Charter Schools, in accordance with the rules and regulations of the IDEA and the DDOE. This Agreement is written specifically to delineate transition services provided to youth with disabilities. For purposes of this Agreement, the term “youth with disabilities” means students ages 16 to 21, eligible to receive special education and related services as children with disabilities under the IDEA and implementing state law. 34 CFR, Part B

## **III. Purpose of the Agreement**

It is hereby agreed that the Division of Vocational Rehabilitation and the Delaware Department of Education are committed to transitioning individuals potentially eligible for DVR services from the receipt of educational services in school to the receipt of vocational rehabilitation services in a programmatically sound manner which reduces the disruption of services to the individual. The involved agencies will work to ensure that youth with disabilities receive benefit from the transition services for which they are eligible. Eligibility for DVR services is based on the documented presence of a physical or mental disability which constitutes or results in a substantial impediment to employment; and requires vocational rehabilitation services to prepare for, enter into, engage in, or retain gainful employment.

In general, the education and vocational training of students ages 3 to 21 who are eligible for special education and related services is the responsibility of the education system prior to graduation. Although DVR maintains no absolute lower age limit for eligibility, vocational rehabilitation services are generally offered to youth between the ages of 16 and 21. DVR will provide services for those students who are approaching, or are of working age (out-of-school) and who are determined by DVR to be eligible for services. The agencies agree to work cooperatively to serve students as they move from one agency to the other. The student may refuse the services from either agency; however, neither agency is obligated to duplicate the services offered by the responsible agency.

This Agreement is between the DVR and the DDOE, LEAs and Charter Schools and is not intended to create any



enforceable rights for youth or their parents or any agency not a party to this Agreement. This agreement does not diminish or alter any rights of, or obligations to, youth with disabilities under federal or state law.

#### **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)]**

##### **Joint Responsibilities of the Division of Vocational Rehabilitation and the Delaware Department of Education**

It is hereby agreed that the DVR and DDOE, through a statewide interagency effort, shall support the acquisition of vocational services and gainful employment by youth with disabilities by:

1. Exchanging information relevant to effective interagency delivery of services during and after the transition years. Included in this information will be an Annual Transition Staff Listing of all transition contacts in DVR, DOE, the LEAs and Charter Schools, including school staff responsible for students with Section 504 plans.
2. Working with LEA and Charter School staff and DVR staff to implement this Agreement at the local level.
3. Reviewing vocational assessment approaches to ensure that transition planning needs of youth with disabilities and the requirements of the participating agencies are met.
4. Collaborating with other departments, divisions, and agencies responsible for transition age youth, so that all transition services are coordinated.
5. Working in partnership to develop additional employment training options for youth with disabilities as an ongoing effort.
6. Identifying, planning and funding joint inservice training, to include orientation for new DVR and school transition personnel and ongoing training, as needed, for all staff.
7. Developing and disseminating an Annual DVR/DOE Transition Report that monitors outcome measures to evaluate and improve the effectiveness of transition services to youth with disabilities.
8. Appointing staff to the State Transition Advisory Council to monitor, plan, and implement activities to support the transition planning needs of youth with disabilities.
9. Identifying and addressing gaps in vocational services in an effort to meet the vocational needs of students while in school and upon leaving school.
10. Developing, implementing, and monitoring a plan of action to address the needs of youth with disabilities at high risk of dropping out of school.
11. Promoting an individualized, student-centered approach to transition that includes timely and practical guidance on realistic choices and discrete steps toward achievement of vocational goals.

##### **Division of Vocational Rehabilitation**

The goal of DVR is to ensure the provision of an appropriate program of vocational rehabilitation services for eligible transitioning youth with disabilities. In order to meet this goal, DVR will:

1. Assign a DVR counselor to each high school program in a LEA, Charter School or other public agency operating educational programs. DVR will assure that each counselor develops and maintains a regular schedule for their assigned high school programs.
2. Provide a list at least annually to the State Transition Council and the LEAs and Charter Schools, of all DVR counselors assigned to each high school program in the State. Each DVR counselor will meet at least annually with school administrators to review summary information on students served.
3. Provide necessary resources to support the DVR Counselor as an active member of the School Transition Team.
4. Support the DVR Counselor in a consultant role to school staff by:
  - a. maintaining a cooperative working relationship with DOE, LEAs, and schools to provide a supportive

- environment for Counselors;
- b. developing and implementing, through approved service providers, additional vocational training programs and employment initiatives when needs are identified by the District Transition Team and agreed upon by DVR;
  - c. working with DOE and the school districts to address the needs of youth with disabilities at risk of dropping out of school;
  - d. providing outreach services to students in grades 9 - 12 who are identified as potential referrals to DVR as a result of secondary program planning. Outreach includes, at a minimum, a description of the purpose of the vocational rehabilitation program, eligibility requirements, application procedures, and scope of services that may be provided to eligible individuals.
5. Work actively with school staff to complete the referral process and develop an Individualized Plan for Employment (IPE) that is coordinated with the student's IEP for each eligible student prior to the end of the student's last year in school. The IPE will be developed in consideration of the student's IEP, and coordinated with the IEP in terms of goals, objectives, and services identified in the IEP.
  6. Ensure that DVR Counselors attend IEP transition service planning meetings for students identified and referred for services at the appropriate time(s) prior to school exit.
  7. Ensure DVR Counselors attend the IEP meetings of students referred for services who are entering their final year in school. DVR Counselors will coordinate their attendance at IEP meetings with the school staff in charge of transition planning.
  8. Purchase assistive technology (AT) previously obtained by a school district for the use of a youth with disabilities. In assessing the appropriateness of purchase, DVR on a case by case basis will consider the following factors: (a) vocational relevance of AT; (b) impediments to implementation of IPE without AT; (c) customization of AT; (d) remaining useful life of AT; (e) adequacy of AT in meeting client's prospective needs; (f) replacement cost of AT from alternate sources; and (g) availability and benefits of purchasing different or alternative AT.
  9. Place youth with disabilities in jobs based upon their personal interests, abilities, and preferences.
  10. Ensure DVR Counselors, with assistance from school personnel, identify and maintain contact with the students who drop-out of school, whenever possible, and offer services, including adult educational services, to those who are eligible and interested.
  11. Provide information to DOE and the LEAs and Charter Schools on the numbers of referrals and status of all post-school students it serves.

## **Delaware Department of Education**

The Delaware Department of Education has the overall responsibility to ensure that transition planning for youth with disabilities in the public education system is occurring in the State of Delaware and is in compliance with federal and State requirements.

Transition planning is a necessary part of the Individualized Education Program (IEP) to prepare youth with disabilities for independence in the community. During a student's eighth grade year or at age 14, whichever occurs first, or before if the IEP team determines appropriate, and continuing through high school graduation or age 21, whichever occurs first, transition services planning will become part of the IEP for each student receiving special education. Every effort will be made to include the student and the parent/guardian in the planning for individualized transition services. Transition service planning serves as a guide to make the most effective use of those school years by addressing the following major life areas and individual characteristics:

1. Instruction.
2. Community experience.
3. Employment and other post-school objectives.
4. Daily living skills and functional vocational evaluation, as appropriate.
5. Aptitudes.
6. Interests.
7. Preferences.
8. Other (i.e., work history, job samples, learning styles, transportation needs, linkages to other adult service providers).

## LEAs and Charter Schools

A major goal of the LEAs and Charter Schools is to provide an effective secondary program of education for youth with disabilities and to ensure that they are linked in advance to appropriate adult services as they leave the school system. In order to meet this goal, the LEAs and Charter Schools will:

1. Identify a Transition Team to oversee and facilitate the transition process for the district. The district will appoint a Transition Coordinator and other school staff to the Transition Team. The members of the Team should include:
  - DVR Counselor(s);
  - Guidance Counselor(s)/Educational Diagnostician(s);
  - Parent Representative(s);
  - Special Education Representative;
  - Vocational Education Representative;
  - Division of Developmental Disabilities Services Representative;
  - Section 504 Representative;
  - Others as determined by the respective LEAs and Charter Schools (i.e., Nurse, local employers, other agencies).
2. The Transition Team will:
  - a. ensure transition outreach efforts to youth with disabilities and their parents are timely and effective;
  - b. identify and address issues that adversely affect students' transition planning needs;
  - c. provide input to the State Transition Council concerning the following:
    - i. training needs;
    - ii. factors adversely affecting transition on a regional and state-wide basis;
    - iii. enrollment and outcome information on youth with disabilities;
  - d. serve as an information resource on transition to the LEAs, Charter Schools, students and their families;
  - e. coordinate, plan, and implement transition activities at the district and school level;
  - f. provide names, at least annually, of the LEA and Charter School's assigned Transition Coordinator to the State Transition Council;
  - g. promote implementation of an overall transition system that is individualized, timely, effective, and consistent with State standards.
3. Invite DVR Counselors and other representatives of appropriate agencies to participate in District Transition Team planning meetings to develop, implement, and monitor the transition process.
4. Identify annually a district and school transition contact person and person responsible for Section 504 plans for the assigned DVR counselor at each high school program.
5. Include the DVR Counselor in transition service planning for each student no later than the IEP meeting prior to his/her final year of school.
6. Identify locations in the school buildings for the DVR counselor to meet with students and staff during their regularly scheduled visits.
7. Maintain communication between the secondary program and parents about DVR services.
8. Ensure informed written consent for release of information is obtained from adult students or parents of minor students prior to sharing information with the DVR Counselor. All sharing of student records will be in compliance with the Family Education Rights and Privacy Act (FERPA), the Health Information Portability and Accountability Act (HIPAA), the IDEA and State law and regulations.
9. Make referrals to appropriate adult service agencies based on individual needs of the student. Referrals to DVR should include youth with disabilities who could benefit from such services.
10. Collect and provide referral information to DVR Counselors that includes:
  - a. referral form;
  - b. signed Release of Information form;
  - c. Social Security number;
  - d. driver license, State ID card;
  - e. evaluation reports, which may include observations, other information from education officials, and psychological evaluations;
  - f. Academic Achievement test data;
  - g. substantiating medical information on youth with mental or physical disabilities, if available;
  - h. vocational evaluation(s);

- i. copy of the IEP, which includes the transition planning component;
  - j. copy of high school transcript;
  - k. other information as determined through the Transition Team process (i.e., transportation needs).
11. Identify current assistive technology and make suggestions for anticipated vocationally relevant assistive technology.
  12. School personnel, as part of the LEA and Charter School's responsibility in the transition services planning process, will inform students and their parents of the availability of DVR services. The interest of the student and parent or guardian in the referral to DVR will be determined and documented.
  13. The IEP Team will facilitate referrals to DVR. A member of the school staff and the student will initiate the formal referral for services to DVR following the IEP Team's determination that this would be a desirable and appropriate transition avenue. DVR referrals are encouraged as early as the spring prior to the student's last year in school. Once a determination of eligibility is made by DVR, the student, parent or guardian, as appropriate, and the school shall be notified of the results.

## **V. Procedures to Resolve Disputes Regarding Program and Fiscal Issues**

1. All attempts should be made to resolve disputes at the lowest operational level (at the School, School District and/or DVR office 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; to the State Director, Division of Vocational Rehabilitation, DOL; 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.

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, DOL; and the President of the Chief School Officer's Association. Further, any party 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, DOL; 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 one party to the other. This Interagency Agreement does not restrict or otherwise limit the Delaware Department of Education's general supervision 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 signature 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 Labor, Division of Vocational Rehabilitation, 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.

### **SIGNATURE AND TITLE OF EACH AUTHORIZED AGENCY AND SCHOOL DISTRICT ADMINISTRATOR**

#### **Agency**

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

Dr. Nancy J. Wilson, Associate State Secretary  
Curriculum & Instructional Improvement  
Department of Education

Dr. Martha Brooks, State Director  
Exceptional Children and Early Childhood Education  
Department of Education

Mr. Harold E. Stafford, Secretary  
Department of Labor

Ms. Andrea Guest, Director  
Division for Vocational Rehabilitation  
Department of Health and Social Services

### **School Districts**

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Appoquinimink School District

Dr. Harold Roberts, Superintendent  
Caesar Rodney School District

Dr. Michael D. Thomas, Superintendent  
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Dr. George Meney, Superintendent  
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Mr. Greg Meece  
Newark Charter School

Ms. Audrey Erschen

Providence Creek Academy  
Charter School

Dr. Nancy Feichtl  
Sussex Academy of Arts and Sciences

## **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)]**

### **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:
  - 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 for all vendors, files 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) 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 at least ten business days in advance of a student's projected return from an out-of-state facility.

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.

#### **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.
  - 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 Facilities.



- 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.

### **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 Facilities process (three-year cycle) for private vendors;
  - 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 in the LEA's and Charter School CCMS monitoring procedures, methods to review a sample of files of DSCYF placed students.
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.

### **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 interface 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. Records shall include (a) the current IEP, (b) the current Evaluation Report, and (c) the current psycho-educational evaluation. LEA or Charter School contact information will accompany each record.
3. Review each student 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, onsite 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 onsite 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)]**

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.
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.

**SIGNATURE AND TITLE OF EACH AUTHORIZED AGENCY AND SCHOOL DISTRICT  
ADMINISTRATOR**

**Agency**

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

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

Dr. Nancy J. Wilson, Associate State Secretary  
Curriculum & Instructional Improvement  
Department of Education

Dr. Martha Brooks, State Director  
Exceptional Children and Early Childhood Education  
Department of Education

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