**SAMPLE INTERAGENCY AGREEMENT[[1]](#footnote-1)**

**BETWEEN**

**(NAME OF SCHOOL DIVISION)**

**AND**

**(NAME OF JAIL)**

# GENERAL

## 1.1 The (name of school division) and the (name of 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 (name of 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 (name of school division) and the (name of 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)

1. Code of Virginia, Section 22.1-215. (LEA responsibility to provide free appropriate public education for children with disabilities residing within its jurisdiction)
2. 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 (name of school division) and (name of 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 (name of school division) shall be responsible to:

1. provide a certified special education teacher;
2. 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);
3. supervise these employees through the director of special education and provide them with all contractual benefits afforded to employees of (name of school division) in comparable positions;
4. provide classroom books and materials necessary to meet the IEP goals and objectives of the students;
5. provide appropriate equipment to enhance and facilitate learning;
6. provide referral, assessment, eligibility, and transitional services 12 months per year;
7. provide in-service and educational opportunities to special education staff to meet accreditation requirements;
8. work cooperatively with the (name of jail) and other agencies, as appropriate, to implement jail educational programs;
9. comply with the policy, procedures and guidelines as established for the (name of jail); and
10. ensure a free appropriate public education is being provided to all eligible students.

## 4.2 The (name of jail) shall be responsible to:

1. provide classroom, office space and appropriate furniture;
2. provide security, including screening of students who are high security risks or of students who must be kept separate from one another;
3. provide information concerning inmates that is necessary to facilitate the eligibility process;
4. provide a liaison to coordinate (facilitate) the interaction between educational staff and jail staff;
5. provide for the use of telephone, fax equipment and copy machine;
6. transport students to and from the classroom;
7. provide the use of the library as appropriate;
8. provide comprehensive orientation and training, as appropriate, to education staff;
9. include education staff in monthly staff meetings; and
10. work cooperatively with (name of school division) and other agencies, as appropriate, to implement jail education programs.

# IMPLEMENTATION

## 5.1 The (name of school division) and (name of 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 Sheriff for (name of city/county) and the Superintendent for (name of the school division), this agreement is promulgated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, to become effective immediately.

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Sheriff Superintendent

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Sheriff’s City/County School Division

\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Date Date

1. This Agreement, developed by the Virginia Department of Education, serves as a model to assist school divisions carry out the responsibilities for provision of compulsory special education and related services to eligible inmates housed in the local or regional jail within their jurisdiction 8 VAC 20-81-230 G.2. The sample may be downloaded from the Virginia Department of Education Web-site at the following address: <http://www.doe.virginia.gov/VDOE/Instruction/Sped/jail_main.html> [↑](#footnote-ref-1)