

**Title I, Part D**  
(Neglected and/or Delinquent)

**FORMAL AGREEMENT**

Between

**[School District Name]**

And

**[County Jail/Facility Name]**

**And**

**[BOCES Name]**

Whereas, the **[School District Name]** (“District”) is a public-school district providing educational services to its residents pursuant to the Education Law of the State of New York; and

Whereas, the District receives Title I, Part D funding from the New York State Education Department (NYSED) to support collaboration among the District and **[County Jail/Facility Name]** and **[BOCES Name]**; to provide high quality educational programs to children and youth in neglected and/or delinquent facilities that are equitable to those programs provided to public school students, as required by the Every Student Succeeds Act (ESSA). The funding amount for the **[County Jail/Facility Name/BOCES]** Title I, Part D services will be determined by the Annual Child Count Data Collection Report and published through the NYSED Allocation Listing; and

Whereas, the parties hereto wish to clarify the roles of each in a collaborative effort to efficiently serve youth within the care of the three agencies;

Now, therefore, the parties acknowledge as follows:

**1. The District will perform the following tasks:**

- a. Act as the Local Educational Agency (LEA) for Title I, Part D Funding;
- b. Conduct meaningful and timely consultation to discuss the needs of the students at the facility and outline the educational program to ensure that it will provide a high quality education to prepare the children and youth enrolled at **[County Jail/Facility/Agency Name]** to ensure secondary school completion, vocational training, transitioning to higher education and/or employment. services
- c. Administer an educational program that ensures a high-quality education to prepare the children and youth enrolled at **[County Jail/Facility/Agency Name]** for secondary school completion, vocational training, transitioning to higher education and/or employment;
- d. Communicate to the facility, a detailed description of the Title I, Part D educational program, including, but not limited to;
  - i. A description of educational services being provided to students and purpose for said services, including;
    1. A description of the assessment methods used to identify student needs;
    2. A definition of acceptable annual progress;
    3. Standards used to measure progress;
  - ii. Provide a list of equipment and/or supply purchases (where applicable) and how they correlate to the program; and

- iii. Assure that all staff funded by Title I, Part D meet certification requirements and are supplementing (not supplanting) services that would, in the absence of Title I, Part D funding, be provided to children and youth at [County Jail/Facility/Agency Name];
- e. Contract with [BOCES Name] for the administration, supervision and delivery of the Title I, Part D educational program at [County Jail/Facility Name];
- f. Take title and retain administrative control of all equipment and supplies purchased with Title I, Part D funds and arrange for [County Jail/Facility Name] to make use of such property in the furtherance of the Title I, Part D educational program, including:
  - i. Maintaining records of all expended and unexpended funds;
  - ii. Processing equipment and/or supply requisition requests;
  - iii. Maintaining a detailed inventory of all items purchased with Title I, Part D funds;
  - iv. Rendering timely payment of invoices;
  - v. Collecting any unused or obsolete equipment or supplies for disposal per LEA regulations; and
  - vi. Labelling all equipment/supplies as Title I, Part D as property of the LEA, and ensuring tht said items are only used for Title, I, Part D purposes.
- g. Perform quarterly observations of the Title I, Part D educational program to ensure compliance with State and Federal regulations, as well as, the agreement with the LEA, Facility and BOCES regarding the provision of Title I, Part D services.
- h. Conduct an annual evaluation of the Title I, Part D educational program and discuss finding(s) with the [Facility/BOCES] in order to improve the program.

**2. The [County Jail/Facility Name] will perform the following tasks:**

- a. Assume responsibility for the security and safety of all participants in this educational programming, including youth, instructors, officers, and any outside staff providing services;
- b. Provide security and safety training to all [BOCES Name] staff involved in educational programming at the facility.
- c. Provide on-site supervision of educational programming and [BOCES Name] staff in relation to safety and security;
- d. Provide access to appropriate classroom and instructional space for the safe delivery of the educational program;
- e. Ensure a minimum of 3 hours of instructional time is available for student participation;
- f. Provide student referrals and ensure the timely movement of students to the educational program
- g. Provide student and program information and data, as required by Federal, State and District program reporting requirements;
- h. Communicate on a regular basis with the [BOCES Name] Adult Literacy Supervisor and the LEA in order to facilitate educational programming and address issues and concerns.
- i. Deliver students to the appropriate educational program each day, per district calender and school schedule.

- j. Notify the educational program when students are deemed “not school ready” and being held back by the residential/facility staff.
- k. Provide information and data on new residents prior to coming to the educational program/school.
- m. Ensure the proper expenditure of Title I, Part D funds by:
  - i. Submitting invoices and requisition requests for equipment/supplies and services to the District in a timely manner.
    - a. Include all backup documentation needed by the District for processing (i.e., equipment needed and justification of use, student listing, student schedule, etc. (as discussed during the annual consultation));
  - ii. Submitting timesheets for services rendered to the District bi-weekly (in a timely manner) for processing and payment (as discussed during the annual;
  - iii. Labeling all equipment/supplies as Title I, Part D and property of the District, and ensuring that said items are only used for Title I, Part D purposes;
  - iv. Maintaining a detailed inventory of all items purchased with Title I, Part D funds; and
  - v. Returning all unused or obsolete equipment/supplies to the District for disposal per LEA regulations;

3. **[BOCES Name]** will perform the following tasks:

- a. Administer an educational program that ensures a high-quality education to prepare the children and youth enrolled at **[County Jail/Facility/Agency Name]** for secondary school completion, vocational training, transitioning to higher education and/or employment;
- b. Communicate to the facility a detailed description of the Title I, Part D educational program, including, but not limited to:
  - i. Description of educational services being provided to students and purpose for said services, including:
    - 1. A description of the assessment methods used to identify student needs;
    - 2. A definition of acceptable annual progress;
    - 3. Standards used to measure progress;
  - ii. A list of equipment and/or supply purchases (where applicable) and how they correlate to the program;
  - iii. Assurance that all staff funded by Title I, Part D meet certification requirements and are supplementing (not supplanting) services that would, in the absence of Title I, Part D funding, be provided to children and youth at **[County Jail/Facility/Agency Name]**;
- c. Ensure the proper expenditure of Title I, Part D funds by:
  - i. Submitting invoices and requisition requests for equipment/supplies and services to the District in a timely manner. Include all backup documentation needed by the District for processing (i.e., equipment needed and justification of use, student listing, student schedule, etc. (as discussed during the annual consultation));

- ii. Submitting timesheets for services rendered to the District bi-weekly (in a timely manner) for processing and payment (as discussed during the annual consultation and collaboration meeting;
  - iii. Labeling all equipment/supplies as Title I and property of the District, and ensuring that said items are only used for Title I, Part D purposes;
  - iv. Maintaining a detailed inventory of all items purchased with Title I, Part D funds; and
  - v. Returning all unused or obsolete equipment/supplies to the District for disposal per LEA regulations;
- d. Provide access to District staff for quarterly evaluations of the Title I, Part D educational program to ensure compliance with State and Federal regulations, as well as, the agreement with the LEA regarding the provision of Title I, Part D services.
  - e. Conduct an annual evaluation of the Title I, Part D educational program and discuss finding(s) with the **[School District Name]** and **[County Jail/Facility/Agency Name]** to improve the program.
4. The parties further acknowledge that each party will provide its services as required by law and that this Agreement is not meant to create any obligations that replace, diminish, augment, or supersede any party's legal obligations.
  5. Each party will be fiscally responsible for any disallowance that is attributable to that respective party's action(s) or inaction(s). Any changes to the initial approved program as described in the program narrative must be provided in writing prior to implementation .
  6. This annual Agreement is effective for the period **[Start Date]** through **[End Date]**.
  7. The parties adopt this annual Formal Agreement by the signatures set forth below:

LEA Name	[County Jail/Facility/Agency Name]	[BOCES Name]
[Name/Title] (District Representative)	[Name/Title] (Facility/Agency Administrator)	[Name/Title] (BOCES Administrator)
Date Signed	Date Signed	Date Signed