



Chickasha Public Schools
Title I, Part D
Neglected or Delinquent Children
Handbook

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INTRODUCTION

Purpose of the Program:

The purpose of the Neglected and Delinquent Program is to improve the educational services for children and youth in local, tribal, and State institutions for neglected or delinquent children and youth so that such children and youth have the opportunity to meet the same challenging State academic standards that all children in the State are expected to meet.

Furthermore, it is the purpose of this program to provide such children and youth with the services needed to make a successful transition from institutionalization to further schooling or employment.

Finally, it is the goal of this program to prevent at-risk youth from dropping out of school, and to provide dropouts and children and youth returning from correctional facilities or institutions for neglected or delinquent children and youth, with a support system to ensure their continued education and the involvement of their families and communities.



DEFINITIONS

Neglected children are defined as those students enrolled in school who are placed in facilities due to abandonment, neglect or death of parents or guardians. In Oklahoma such children and youths are generally in the custody of the Department of Human Services (DHS) and reside in one of several facilities contracted by DHS. Local Educational Agencies (LEAs) in Oklahoma operate approximately 40 programs for neglected students.

Delinquent children and youths are those aged 21 or younger who have either been pre-adjudicated or adjudicated to be placed in a facility. In the state of Oklahoma these youths are generally in the custody of the Department of Corrections (DOC) or the Office of Juvenile Affairs (OJA) and reside in correctional facilities, detention centers or in similar facilities contracted with OJA. These children and youths attend on-site schools rather than public schools.

At-Risk children are defined as those who are most susceptible to academic failure due to one or more of the following factors:

- Drug or alcohol problems;
- Pregnancy or parenthood
- Contact with the juvenile justice system;
- Falling one or more years behind academically;
- Membership in or affiliation with a gang; or
- Previously having dropped out of school.



Chickasha Public Schools

Title I, Part A - Neglected funds

Title I, Part A - Neglected funds are set aside from the state Title I, Part A allocation and reserved for LEAs that serve students who reside in eligible institutions for neglected children within the LEAs boundaries. The LEAs, then that receive a Title I, Part A - Neglected allocation do so because the LEA indicated in the previous year's Annual Neglected and Delinquent Survey (October Count) that they have children or youths enrolled in their school district who reside in a locally-operated facility for neglected youth.

Those LEAs are required to use their Neglected funds to provide services to neglected children and youths comparable to the services provided in Title I schools.

Chickasha Public Schools (CPS) has a residential facility in our school boundaries. Southwest Youth and Family Services (SWYFS) is a temporary residential facility for students in Oklahoma Department of Human Services custody. Children are placed at SWYFS on a temporary and transitional basis.



Southwest Youth and Family Services

Program Objectives and Mission

Program Description

Intensive Treatment Services was established to help fulfill the agency's mission to promote the general welfare of children, youth and families in Grady, Caddo, and Cotton Counties with the aid of an agency that administers social services that are designed to facilitate individual, family, and community growth; to implement programs that prevent juvenile delinquency; and to provide alternative for the diversion of trouble children from the Juvenile Justice System. The specific mission of our Intensive Treatment Services is to provide loving, medically supportive housing for Oklahoma state custody youth who have been impacted by the COVID-19 pandemic or who have severe emotional and behavioral challenges.

Program Goals and Objectives

- A. Prevent the spread of COVID-19 in the community and in congregant care facilities;
- B. Provide loving, trauma-responsive, medically supervised housing for youth in need of quarantine as a result of test positive for COVID-19, being directly exposed to COVID-19, or needing to be tested for COVID-19;
- C. Monitor progression of virus in youth through the assessment of vital signs and identification of symptoms;
- D. Provide medical care in response to progression of virus and any other physical or emotional needs identified; and/or
- E. Provide short-term housing and treatment services to assist in stabilizing youth in crisis and preparing them for success in the next placement.

SWYFS has shifted from a facility housing students related to COVID-19 to a temporary residential facility providing short-term housing and treatment services to assist in stabilizing youth in crisis and preparing them for success in the next placement.

Students are placed with a goal of transitioning from their facility to a more permanent setting less than 30 days of arrival. It is a goal to have students begin to transition out to the next placement around day 21. The vast majority of the children placed at SWYFS are students with special education needs.



Procedures and Guidelines

Annual Agreement

Chickasha Public Schools and Southwest Youth and Family Services will enter an annual agreement for services. Students at SWYFS will be provided with a free appropriate education.

Coordination of Services

Chickasha Public Schools and Southwest Youth and Family Services will schedule regular meetings to review program services and needs of students. This coordination will be documented through meeting agendas, sign-in sheets and communication logs.

Enrollment Procedures

- When a student arrives at SWYFS, the Caseworker will complete enrollment forms for Chickasha Public School or GED classes. Caseworkers are encouraged to bring educational records to SWYFS in order to determine appropriate services and the least restrictive environment as quickly as possible.
- A digital enrollment packet is completed by the Caseworker. The enrollment packet contains the enrollment information and a Home Language Survey Form.
- The forms are sent to the Student Accounting Coordinator. Record requests are sent to the previous school and the enrollment entered in the Student Information System.
- The student's enrollment is finalized and each site notified of the student's enrollment.
- The CPS Special Education Coordinator will be contacted to start the process of locating Eligibility and IEP.

Foster Care vs. Homeless

A child in state custody (including, but not limited to, placement in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes) falls under the the foster care guidelines, and is not considered homeless.

- Students at SWYFS should be marked as Foster Care in the Student Information System.



Pre-Post Testing

Chickasha Public Schools will work with Southwest Youth and Family Services to pre- and post-test students during his/her placement.

We are able to pre-test most students; however, post-testing is problematic. The majority of the time CPS does not know of a student's withdrawal from SWYFS until the student has already left for a different placement.

Individualized Program of Instruction

- Once the CPS Special Education Coordinator locates records, a team will be assembled to review current special education paperwork.
- The team will determine if the IEP needs to be amended to meet the educational needs and related services of the student.
- If the student is not on an IEP a team will meet and complete an Education Plan using a district template.
- Student education plans should be reviewed and implemented within five (5) days of admission to the facility.
- Based on the needs of the student and the recommendation of the SWYFS team, the student may attend school at the grade appropriate site, receive educational services in a classroom setting at SWYFS or a combination of both locations.

Transition Services

LEAs receiving Title I, Part D, funds are required to carry out high-quality education programs for the completion of high school, entering training or employment programs, or further education.

Due to the structure of the temporary services provided at SWYFS we are unaware of a student's transition for their facility to the next placement. We learn of the student's departure after the student has already left their facility. This short-term placement makes preparation for transition services difficult.

Professional Development

Southwest Youth and Family Services provides professional development for their staff. Chickasha Public Schools provides required and appropriate professional development as required by the Oklahoma State Department of Education. As appropriate both agencies may join together for professional development.



Neglected and/or Delinquent Program Evaluation Report

CPS and SWYFS will utilize the OK SDE evaluation report to improve the effectiveness of the program.

Appendix

- Agreement for Educational Services Between Chickasha Public Schools and Southwest Youth and Family Services
- CPS Education Plan
- Neglected and/or Delinquent Transition Plan Template for students not on an IEP
- Neglected and/or Delinquent Program Evaluation Template

Sources for this document:

- *Oklahoma State Department of Education - Title I, Part D Handbook Programs for Neglected or Delinquent Children*



**AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
CHICKASHA PUBLIC SCHOOLS
AND
SOUTHWEST YOUTH AND FAMILY SERVICES**

This agreement is entered into on the 12th of August 2024, by and between Chickasha Public Schools (hereinafter referred to as District), and Southwest Youth and Family Services (hereinafter referred to as Facility) for educational services at the Resident Facility. For purposes of this contract, "Facility" shall mean a facility, center, program, or agency.

WHEREAS the District is required by state and federal regulations to provide educational services to all eligible students; and,

WHEREAS the Facility is responsible for the operation and maintenance of the community-based Residential Facility which houses students who are entitled to a public education; and,

WHEREAS the District and the Facility are authorized by the 70 O.S. Supp. 1997, & 1-113 to enter into agreements for the provision of these educational services,

NOW THEREFORE, the District and the Facility do mutually agree as follows:

1. SERVICES

District agrees to provide educational services as are required by law and which meet or exceed state accreditation standards for eligible students placed in the Facility pursuant to the provisions of 70 O.S. Supp. 1997, & 1-113. District shall provide such educational services and related services as are required by law, including but not limited to the Individuals with Disabilities Education Act ("IDEA"). Eligible students are defined as those being placed in the Facility by court order or by the person or agency having legal custody of the child pursuant to state law.

The Facility shall have the responsibility for providing to the district reasonable satisfaction that each youth is an eligible student. If the District determines that a youth is not an eligible student, the District will advise the Facility within five (5) working days. The Facility will have five (5) working days thereafter to produce evidence to demonstrate to the District that the youth is eligible to participate in the District's educational services. The Facility and the District agree that a copy of a placement letter or other appropriate placement documentation from the Oklahoma Department of Human Services to the Facility with respect to the youth shall constitute sufficient evidence that the youth is entitled to participate in the District's educational services. The District shall make the final determination as to whether a youth is an eligible student and may deny educational services to any ineligible person.

The District shall, according to the District's school calendar, provide educational services during the school year as defined by law. The District's obligations to provide educational services shall cease at the end of the school term.

2. STAFF

The District shall meet with the Facility to plan an appropriate course of study based on each individual student. The District will provide hands-on curriculum and on-line curriculum to the Facility. The District will monitor the on-line curriculum and student progress.

The District will arrange for appropriate instruction at our grade level sites. The Facility will transport the students and supply the appropriate number of staff to assist the students while on campus.

Any additional requirements, including but not limited to summer instruction, shall be pursuant to a separate written agreement between the parties.

The District shall also provide appropriate administrative support for the educational program and maintenance of educational records. At the District's request, the Facility will provide assistance to the District in completing registrar duties for students at the Facility, without charge to the District.

3. FUNDING FOR DISTRICT FOR EDUCATIONAL SERVICES

In consideration for educational services by the District, the District will be entitled to receive any and all state aid for students enrolled in the Facility. In addition to state aid, the District shall agree to take steps necessary to access any other state appropriated funds designated for the purpose of education of out-of-home placement students in the Facility.

4. FACILITIES

The Facility agrees to provide and maintain areas appropriate for the District to conduct the educational program pursuant to this agreement. The Facility shall be responsible for all services and costs associated with such services, which are not directly related to education. The District shall have no responsibility for directly or indirectly financing any of the Facility's programs or services.

Any areas to be provided for educational services shall be smoke free, tobacco free, and sufficient size to accommodate the number of students.

The Facility agrees to notify the student's resident school district of the students and admittance into the Facility as required by 70 O.S.5.-113

5. MATERIALS

The District shall furnish textbooks, workbooks, teacher guides, and other educational materials of the nature and type provided and utilized in other District schools. District shall have no obligation to furnish or provide any special materials not otherwise used or required by District schools. The Facility will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, technology, chalkboards, storage cabinets, locking file cabinet, etc. The Facility will supply non-instructional materials including pencils, erasers, paper, etc. The Facility will also provide appropriate access to a copier, telephone, fax machine and a computer. Any additionally requested materials, furniture, equipment, computers, or other specialized technology will be subject to agreement between the Facility and District.

6. DISCIPLINE

Discipline policy and procedures used in the classroom shall be in accordance with state and federal law and District policy, including suspension, time-out, and detention procedures. The Facility shall provide assistance in severe, disruptive situations. The Facility will provide management and supervision of out-of-classroom suspension, time-out, and detention during school.

7. ATTENDANCE AND CREDIT

District will be responsible for a student's enrollment, days on roll, student absences, withdrawals, and other pertinent educational records according to the policies of the District and state and federal law. This information will be provided to Facility personnel upon request. Students served in the Facility will earn credit for successfully completed classes in which they are enrolled in the same manner as other students within the District. The District shall provide maintenance of permanent school records for students served with assistance from the Facility. Release of information and transfer of records by the Facility and District shall be governed by state and federal law. The Facility is to provide a secure place for the records to be kept at the Facility.

Facility personnel will complete enrollment forms and other paperwork necessary for the District to secure financial reimbursement from the State of Oklahoma and other sources. The Facility agrees to abide by all rules and regulations issued by the State Department of Education related to certification of the residence of students and their attendance in the District's educational program.

8. RESPONSIBILITIES FOR SPECIAL EDUCATION STUDENTS

Procedural safeguards shall be followed for eligible children with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), which includes the requirements for Individualized Education Programs (IEPs) (where applicable) and placement in the least restrictive environment, and with Section 504 of the Rehabilitation Act. For disabled students who are admitted to the Facility but were not residents of the District for school purposes prior to admission to the Facility, the Facility shall provide the District with the current IEP or Accommodation Plan within five (5) school days. The Facility will inform the District of all behavior history that may pose a threat to staff. The instructional program for each disabled student shall be in accordance with the provisions of the IEP or Accommodation Plan.

The eligible student's school district of residence shall be notified immediately by the District upon finding that the eligible student requires special education and related services and notified as to the time, date and location of meetings for the purpose of planning the student's IEP and subsequent reviews in accordance with the IDEA. The Facility may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Facility has to offer regarding the eligible student's educational needs and eligibility for related services. The Facility and the District shall coordinate with the eligible student's school district of residence regarding evaluation services, as necessary, and for the development of the IEP.

9. RELATED SERVICES

The cost for related services, therapies, treatments, or support services for eligible students as determined necessary by student IEP teams and specified in student IEP's, shall be the responsibility of the Facility unless otherwise agreed by the parties, or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Otherwise valid obligations to provide or pay for such services, such as Medicaid, shall remain in effect for children who are eligible for the services from sources other than the District.

10. TRANSPORTATION

The Facility shall arrange and provide without charge to the District daily transportation between the schools within the District attended by students at the Facility for whom attendance at a site is determined to be appropriate. To ease a student's transition from the Facility-based classroom to a school site-based classroom, the Facility will send an adult to accompany the student at a time mutually determined by the District and the Facility.

11. INSURANCE PROVISION

Prior to commencement of education services, the Facility agrees to furnish the District a certificate of public liability insurance naming the District as a co-insured in the minimum amounts of \$1,000.00 to any claimant for any number of claims for damages to or destruction of property. Including consequential damages arising out of a single occurrence or accident, and \$1,000.00 to any claimant for all other claims arising out of a single occurrence or accident, and \$1,000.00 for any number of claims arising out of a single occurrence or accident.

12. LIABILITY

In addition, the Facility shall indemnify and hold District, its agents, employees, and officers harmless from and against any claim, demand, or cause of action which arises from the actions of the Facility and its employees, agents, and officers. Each party hereto shall be responsible for any liability arising from the negligence of its own employees, agents, and officers to the extent authorized by law.

13. TERMS OF AGREEMENT

This agreement shall begin on August 12, 2024 and shall terminate on the last day of the fourth quarter of the 2024-2025 school year.

14. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event either party terminates this Agreement prior to the completion date of the Agreement, the Facility shall reimburse the District for any costs, including staff salaries, fringe benefits, and other related costs that the District incurred or will incur for the remainder of the Agreement period.

15. AMMENDMENT

This Contract constitutes the entire agreement between the parties and may only be amended by mutual written consent of the parties.

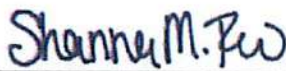
16. OKLAHOMA LAW

This Agreement shall be interpreted and construed according to the laws of the state of Oklahoma, and venue for any action arising out of this contract shall be in Grady County, Oklahoma.

IN WITNESS, WHEREOF, the parties, through their duly authorized representatives, have accepted the terms of this contract on this 14th day of August, 2023.
12th 2024

ATTEST:


SCHOOL DISTRICT


SW YOUTH AND FAMILY SERVICES

Chickasha Public Schools

Education Plan

Student Name: _____ Grade: _____

Subject: _____ Dates: _____

OBJECTIVE/GOAL:

PLAN/LEARNING:

METHOD:

EVALUATION/OUTCOME:

MATERIALS:

Neglected / Delinquent Transition Plan Template

General Information	
Lea Name:	
Facility Name:	

Transition Team	
Origination Date:	MDT Meeting Date:
Multi-Disciplinary	Role

Youth Information	
Youth Name:	System ID Number:
AKA:	SSN:
Date of Birth:	Sex:
Parole/Probation Officer:	P/P Officer Contact Information:
Legal Case Number:	

Commitment Information	
Commitment Date:	County of Commitment:
Expiration Date:	Judge:
Expected Length of Stay:	Current Location:

School Information				
Last School Attended:				
IEP:	Yes	No		Date of IEP:
EL:	Yes	No		Date of ELAP:
Credits:				
Last Grade Completed:				

Transition Plan

Entry		
Activity	Responsible Party	Date Completed
Intake Interview		
Records Request		
Facility Orientation		
Credit Analysis		
Vocational Inventory		
Skills Assessment		
Health Screen		
Risk and Needs Assessment		
Program Planning		

Residency		
Education		
Strengths		
Needs:		
Long-Term Goals	Start Date	Progress
Benchmarks:		
Intervention:		
Notes:		

Career/Technical Skills		
Strengths:		
Needs:		
Long-Term Goals	Start Date	Progress
Benchmarks:		
Intervention:		
Notes:		

Exit
Expected Termination Date:
Placement at Termination:
Next Placement:

Aftercare
Notes:

Plan Review	
Origination Date:	
Notes:	
Initial Review Date:	
Notes:	
Quarterly Review Date:	
Notes:	

Signatures		
Multi-Disciplinary Team Members		
Name	Role	Signature

Neglected / Delinquent Program Evaluation Checklist

LEA Name or Letterhead

LEA Superintendent:			
LEA N/D Contact:		Facility Name:	
Phone:		Facility Contact:	
Date of Review:		Facility Phone:	

General				
	Yes	No	N.A.	Comments
The charter or license of the facility has been reviewed and verified.	☐	☐	☐	
The LEA has a contractual agreement with the facility, satisfying the requirements of ESSA, Section 1425.	☐	☐	☐	
The LEA ensures that coordination and operation of the facility programmatic activity is in compliance with ESSA, Section 1423.	☐	☐	☐	
The accuracy of the October Count has been verified with source data from the facility.	☐	☐	☐	
The LEA collects and maintains data from the facility for the Consolidated State Performance Report (reported through the annual Title I, Part D report on Single Sign-On.	☐	☐	☐	

Program				
	Yes	No	N.A.	Comments
Student records are requested in a timely manner.	☐	☐	☐	
Appropriate services are provided to students on an existing IEP.	☐	☐	☐	
In the absence of student records, incoming students complete a Home Language Survey and, if appropriate, are screened for possible EL status.	☐	☐	☐	
An ELAP is created and appropriate services and accommodations are provided for identified EL students.	☐	☐	☐	
A transition plan is created for all incoming students.	☐	☐	☐	

All incoming students are administered Reading and Math pre- and post-tests to measure progress.	☐	☐	☐	
Students at the facility receive educational services comparable to those they would receive at a mainstream LEA school site.	☐	☐	☐	
Where possible the LEA partners with institutions of higher education or career technical education to facilitate transition to postsecondary school.	☐	☐	☐	
Where appropriate the LEA and/or facility involve parents and families to improve educational outcomes for students.	☐	☐	☐	
The LEA and/or facility works with parole or probation officers to assist in meeting the needs of students returning from correctional facilities, if applicable.	☐	☐	☐	
Educational program is evaluated regularly in light of testing data at least once every three years.	☐	☐	☐	

Corrective Action

Issues Detected:

Activity Required to Address Detected Issues:

Timeline for Resolution:

Superintendent Certification

Supt. Signature:

Date: