COOPERATIVE AGREEMENT
BETWEEN
THE IDAHO DIVISION OF VOCATIONAL REHABILITATION AND
SCHOOL DISTRICT 271 and 273
SFY 2022

I. PURPOSE

The Idaho Division of Vocational Rehabilitation (IDVR) and School District 271 and 273 enter into this agreement solely to facilitate the transition of students with disabilities from K-12 public education into adult life. This transition to adult life may involve any or all of the following goal oriented activities: post-secondary education, training and job placement, direct placement into appropriate employment (to include supported employment if required), advocacy and any other activities that are relevant to the student and within the scope of IDVR's mission and role.

Additionally, IDVR will collaborate with the District to provide or arrange for the provision of pre-employment transition services for students with disabilities who are in need of these services. Pre-employment transition services include: job exploration counseling; work-based learning experiences that are provided in a competitive integrated environment, to the maximum extent possible; counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education; workplace readiness training to develop social skills and independent living; and instruction in self-advocacy. These pre-employment transition services may be provided to students who are eligible for or receiving section 504 services, in addition to students eligible for or receiving services under an IEP. Students with disabilities who are not on a section 504 or who are not on an IEP are also eligible for Pre-employment transition services. IDVR will not provide pre-employment transition services that the school customarily provides under IDEA.

Transition planning and services are a required component of Individual Education Plans under the Individuals with Disabilities Education Act (IDEA).

To this end the parties to this agreement will work together to:

A. Assist the student with disabilities to make informed choices regarding their adult living goals. The student's parents or guardians will be included in this planning process.

B. Ensure compliance with the relevant transition planning and provision of services processes as required by the Individuals with Disabilities Education Act (IDEA), P.L. 105-17.

C. Ensure that all transitioning students with disabilities engage in an assessment of their ability to benefit from vocational rehabilitation services as allowed for by the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128.

D. Use the provisions of IDEA and Workforce Innovation and Opportunity Act (WIOA) to benefit individual students with disabilities; by developing a cooperative, team approach to transition that is seamless rather than fragmented.

II. PROGRAM AND SCOPE OF SERVICES

A. IDVR and School District 271 and 273 Agree:

1. This agreement recognizes that the parties are entering into a relationship which emphasizes a multi-disciplinary team approach to transition and Vocational Rehabilitation. A multi-disciplinary team includes the VR Counselor, student, parent or guardian, and school staff. This will allow for flexibility yet will also recognize that those services which are distinctive to the credentials of a specific staff will be performed by that staff.

2. That those obligations specifically assigned to the parties to this agreement by law, regulation or rule will not be violated in the discharge of this cooperative agreement.

3. That they will collaborate in the development of the transitioning student's Individual Education Plan (IEP) and the development of any relevant Individualized Plan for Employment (IPE). Approval of the IEP is vested with School District 271 and 273, the student, and his/her parents or guardian. Approval of the IPE is vested solely with IDVR, the student, and his/her parents or guardian.

4. That the determination of the student's eligibility for Vocational Rehabilitation services rests exclusively with IDVR.

5. That they will share student information as necessary. (See Section IV regarding confidentiality of student information).

6. That they do not illegally discriminate in employment, eligibility for services or type of service provision based solely upon considerations of race, color, creed, age, sex, or disabling condition. They further agree that they do not contract or otherwise do business with other parties or entities that do.

7. That each party will individually keep such records as required by law, regulation or rule. Said records will be open to official audits required by State or Federal Law.

B. School District 271 and 273 Agree:

1. To transfer to IDVR certifiable non-Federal monies in the amount of $18,522.00 for SFY 2022, based upon the estimated annual enrollment and upon receipt of appropriate billing, of certifiable non-federal monies which IDVR will use to match available federal monies appropriated under the Rehabilitation Act. These monies will be used expressly for allowable costs incurred by IDVR in the furtherance of this cooperative agreement. (Please see attachment #1 incorporated by reference for clarification of breakdown of monies per school or school district.) Written verification will accompany payment indicating that no portion of the payment is from federal funds and has not been used to match any other federal grants.

2. When applicable, provide access to confidential office space.

3. To refer transitioning students with disabilities to IDVR at age 14 so that IDVR may become involved in the Individual Education Plan (IEP) team, the determination of the required transition services, assistance in the IEP development, assessment of eligibility for Vocational Rehabilitation services, and the development of the Individualized Plan for Employment (IPE). School personnel will work collaboratively with the VR Counselor to ensure that students connect with VR.

4. To invite the VR counselor to participate in the IEP development team for all referred students.

5. To provide training to the assigned VR Counselor regarding the school's responsibilities under IDEA.

6. To provide services mandated by IDEA and other enabling legislation, regulations or rules without impacting IDVR case service dollars (i.e. the District will act as the first resource for services required by law and pertinent rules and/or regulations governing Special Education and other education services for K-12 students with disabilities) to provide a free and appropriate education (FAPE).

7. To the maximum extent possible, provide the IDVR Counselor with existing information used by education officials (reference: 34 CFR 361.42 (d) (1) (i)) which may include medical, psychological, educational and social history records that the district may have for the student with a disability, in order to assist the VR Counselor to make an appropriate determination of program eligibility and to determine appropriate Vocational Rehabilitation services to be provided within the requirements of the Family Education Rights an Privacy Act (FERPA).

C. IDVR Agrees:

1. To use District-donated funds and State General Account monies to match Federal Vocational Rehabilitation funds sufficient to serve the population addressed by this cooperative agreement.

2. To provide a VR Counselor and a Vocational Rehabilitation Assistant to serve students with disabilities referred by School District 271 and 273.

3. That the VR Counselor will consult with educators concerning possible referral of students, including when students should be referred to IDVR. School personnel will work collaboratively with the VR Counselor to ensure that students connect with VR. Additionally, the VR Counselor will provide written recommendations, if requested, for use in developing the IEP.

4. That the VR Counselor may attend IEP team meetings and activities for each referred student upon timely invitation by the appropriate school personnel.

5. That the VR Counselor will accept referrals, determine eligibility and, collaboratively with the student's IEP team, develop appropriate IPEs for those students determined eligible for VR services. Vocational Rehabilitation eligibility determination is vested solely with IDVR. The scope of Vocational

Rehabilitation services will be determined with the members of the interdisciplinary team.

6. To provide IDVR services to eligible transitioning students. IDVR requires a search for comparable benefits (e.g. Medicaid, SSI) and the completion of a Customer Financial Participation Assessment for customer financial participation prior to expenditure of IDVR funds. If one or more IDVR services is also identified by the student's IEP team as necessary for the student to receive a free appropriate public education (FAPE), IDVR is released from the pursuit of parental/customer financial participation, in accordance with IDEA.

7. To instruct the IDVR staff to work closely with the student's classroom teacher(s) to ensure appropriate coordination between the classroom activity and the Vocational Rehabilitation services being provided. In this process the VR Counselor will provide in-service training to relevant District personnel on all aspects of the Vocational Rehabilitation Program.

8. All state plan requirements, including a state's Order of Selection, will apply to all services provided under this cooperative agreement.

III. DISPUTE RESOLUTION:

The parties agree to resolve disputes that arise in the provision of Vocational Rehabilitation services to students, and to ensure that services are not disrupted by using the following process to resolve such interagency disputes.

- All attempts should be made to resolve disputes regarding transition services and fiscal issues at the lowest level possible (closest to the student).
- When the dispute is between agencies, the officer or individual in charge of Special Education and IDVR Regional Manager will meet and resolve the issue.
- If the issue cannot be resolved as stated above, then the dispute will be referred to the Administrative offices of the School District and the IDVR Field Services Chief for final resolution.

IV. CONFIDENTIALITY OF STUDENT INFORMATION/RECORDS

Because the School District 271 and 273 and the IDVR staff will be jointly working with the student to develop appropriate transition plans, they may be required to exchange student information on regular basis. This agreement will allow for the exchange of information in the best interest of coordinated transition services. All students will be informed of the relationships of the parties to this agreement at the time of referral. The student and/or their parent or guardian will be asked to sign a release of information form at that time. Signing of the form will allow IDVR and the School District 271 and 273 to exchange information.

Each party to the agreement may not share information secured under the terms of this agreement with other non-parties of this agreement unless specifically required by law or under separate written release by the student or his/her parent or guardian.

V. DURATION OF AGREEMENT

The terms of this agreement are in effect July 1, 2021 and will continue for one state fiscal year, ending June 30th of 2022. The agreement may be terminated at any time due to failure of either the Idaho State Legislature or the United States Congress to appropriate such funds required to successfully discharge the terms of this agreement. If termination of the agreement is needed, a 30-day notice is required, regardless of which party initiates termination.

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Jane Donnellan Date
Administrator, IDVR

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Dennis Thibault Date
Region 1, Manager, IDVR

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Dr. Steven Cook Date
Superintendent, School District #271



Dena Naccarato Date
Superintendent, School District #273

Attachment #1

IDVR & School Districts #271 and #273
Cooperative Agreement
Matching Funds SFY Distribution

SFY 22:

SCHOOL DISTRICT	*HIGH SCHOOL ENROLLMENT (grades 9th-12th)*	*PERCENTAGE OF FUNDS*	*COST TO DISTRICT*
271 Coeur d'Alene	3,304	64.9	12020.78
273 Post Falls	1,786	35.1	6501.22
TOTALS	5090	100	$ 18,522