

COOPERATIVE AGREEMENT

between

MADISON COUNTY SCHOOLS

and

The Division of Vocational Rehabilitation Services

This Cooperative Agreement is entered by and between **Madison County Schools** (hereinafter referred to as "School System") and the NC Division of Vocational Rehabilitation Services (hereinafter referred to as "Division") for the purpose of providing vocational rehabilitation services for eligible students to assist in the transition from school to work. This Agreement is subject to the provisions of all applicable federal and state laws, regulations, policies and standards.

The administrator for the School System is

*Dr. Will Hoffman, Superintendent
Madison County Schools
5738 Hwy 25/70
Marshall, NC 28753
Phone: (828) 649-9276*

The administrator for the Division is

*Tony Reid, Unit Manager
Vocational Rehabilitation Services
8 Barbetta Drive
Asheville, NC 28806
Phone: (828) 365-7700*

WHEREAS, the Division desires to provide vocational rehabilitation services for an increasing number of students and youth with disabilities with special emphasis on individuals with significant and most significant disabilities;

WHEREAS, the School System recognizes the importance of comprehensive transition and vocational rehabilitation services for students within its own program of services; and

WHEREAS, the Division and the School System are both dedicated to improving the quality of programs and services for students with disabilities;

THEREFORE, in consideration of the following promises, covenants, and conditions,
The Division and the School System mutually agree to the following:

I. Termination

This Agreement may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This Agreement may be amended, if mutually agreed upon, to change scope and terms of the Agreement. Such changes shall be incorporated as a written amendment to this Agreement and executed by duly authorized representatives of the School System and the Division.

II. Legal Authority

The legal authority for this Agreement is based upon the Rehabilitation Act of 1973 (P.L. 93-112) as amended by the Workforce Innovation and Opportunity Act (P.L. 113-128) (WIOA) and the Individuals with Disabilities Education Act of 2004 (P.L. 108-446) (IDEA).

Both parties shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority. Both parties shall comply with all federal and State laws relating to equal employment opportunity. Both parties agree that, if it is determined that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, they will comply with the HIPAA requirements and will execute such agreements and practices as may be required to ensure compliance.

Both parties attest that they do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment of the provision of services as required by 34 CFR 76.500. Both parties to this agreement are currently in compliance with Title VI of the Civil Rights Act of 1964 and comply with the provisions of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128) including Sections 501, 503, and 504 to the extent applicable; the Individuals with Disabilities Education Act (P.L. 105-17); the Vocational Education Amendments (P.L. 101-392); and the Americans with Disabilities Amendments Act (P.L. 110-325). Both parties shall comply with wage and hour regulations.

III. Purpose

The purpose of this Agreement is to facilitate and coordinate the delivery of vocational rehabilitation services, including pre-employment transition services (PETS), to students with disabilities. This Agreement enables the Division and the School System to modify, adapt, expand, and reconfigure the delivery of vocational rehabilitation services to work towards the common goal of preparing and assisting students with disabilities in achieving competitive, integrated employment.

This agreement allows the Division to designate staff who are dedicated to providing services to students with disabilities and who specialize in VR transition services. These Division staff provide students with disabilities enrolled in the School System with access to rehabilitation services that would not otherwise be available or known to them through participation in local system-level transition planning, coordination of PETS and other transition services.

This agreement outlines the responsibilities of the Division and the School System to ensure continued availability and usage of designated Division staff in order to achieve improved services to students with disabilities and ease their transition from school to post-secondary education and post-school employment-related activities.

IV. Financial Resources and Personnel

- 4.1 The School System agrees to contribute annually a specified sum as the State's share of matching funds which reflects the amount of participation toward providing a program of service. Any contribution of funds shall be made available for expenditure at the sole discretion of the Division. It is understood that such funds must be spent for rehabilitation services directly provided by Division staff and for the administration of those and other rehabilitation services; that expenditures must be made under the approved agency State plan; and that expenditures must be made under the control and supervision of the Division of Vocational Rehabilitation Services.
- 4.2 The Division shall finance the program in the same manner as other functions of the Division by the use of State and Federal matching funds, as required under Title I of the Federal Vocational Rehabilitation Act. Financing the rehabilitation program shall be on an annual budget basis to insure continuity of operations. To receive Federal matching funds, the Division must provide State funds equal to the State's share of planned expenditures as specified in the Federal Act.
- 4.3 The Division will maintain accounts and supporting documents that will permit an accurate determination at any time of the status of State and Federal participation of expenditures incurred in operation of the rehabilitation program. The specific items of each annual budget will be determined jointly and agreed to by the parties prior to the beginning of each fiscal year.
- 4.4 The contribution by the School System to the Division is to be made upon submission of an invoice by the Division to the School System for the State's share of the annually agreed upon budget. The School System will contribute to the Division an annual cash amount of 21.3 percent of the agreed-upon annual budget. The local per centum match funds are to consist totally of non-Federal funds which have not or will not be used to match Federal funds other than Federal Vocational Rehabilitation funds used in this program.
- 4.5 The Division will provide Federal funding in the amount of 78.7 percent of the agreed-upon annual budget depending on the availability of Federal funds and the program arrangements.
- 4.6 The Division will provide, within the limitations of available resources, case service funds necessary to the delivery of vocational rehabilitation services.
- 4.7 The Division will assign rehabilitation staff to serve each high school within the school system who will maintain an active caseload at all assigned schools. Rehabilitation staff will visit the assigned school on a scheduled routine basis to receive referrals and to transact other matters necessary to effectively administer the rehabilitation program. In the event of a staff vacancy or leave of absence, the Division will exercise best efforts to maintain the continued delivery of services to students.
- 4.8 The School System shall identify a staff person(s) to serve as liaison to

- rehabilitation staff assigned by the Division in carrying out the planning, coordination, and delivery of services as outlined in this agreement.
- 4.9 The School System shall provide adequate meeting space in all assigned schools that is accessible to staff and individuals with disabilities, private for individual counseling, and environmentally comfortable, with conditions that are conducive to confidentiality and counseling. Any and all equipment purchased under this Agreement will remain the property of the Division.
- 4.10 Where the School System elects to provide office space on school property as a primary duty station for Division staff, the School System shall provide maintenance of assigned accommodations, appropriate utilities, and basic telephone service.

V. Lunsford Act and Criminal Background Checks

- 5.1 The Division acknowledges that NC Gen. Stat. 115C-332.1 requires that each local board of education shall prohibit any contractual personnel listed on sex offender registries from having direct interaction with students. The Division shall conduct, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractual personnel (as defined by N.C. Gen. Stat. § 115C-332.1) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall be conducted annually and include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Division agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries and agrees to provide such records and documents to the school system upon request.
- 5.2 If required by the School System, the Division shall ensure that each of its employees, agents, ownership personnel, or contractual personnel (as defined by N.C. Gen. Stat. § 115C-332.1) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event complete a criminal background check at the School System's expense. The Division will follow the School System's instructions to ensure that criminal background checks are completed. The School System may assign an agent at its discretion to perform the criminal background checks. The Division further agrees that it has an ongoing obligation to provide the School System with the name of any new employees, agents, ownership personnel, or contractual personnel (as defined by N.C. Gen. Stat. § 115C-332.1) who will provide services under this agreement.

VI. Planning, Consultation, and Technical Assistance

- 6.1 The Division will provide consultation, technical assistance, and administrative support to the School System in planning for the transition of students with disabilities from school to post-school activities, including pre-employment transition services and other vocational rehabilitation services.

- 6.2 The Division's assigned rehabilitation staff will participate in planning activities with the School System to assess the needs of groups of students with disabilities in the School System and prioritize vocational rehabilitation service delivery strategies for meeting these needs, including PETS, at least annually.
- 6.3 The Division and the School System will share information regarding state or local policy and procedure changes which are relevant to the coordination of services for students with disabilities and, wherever possible, participate in education and training made available by either party to this agreement or a third party

VII. Outreach and Identification of Students with Disabilities

- 7.1 Both parties will assist in outreach to and identification of students with disabilities who are in need of vocational rehabilitation transition and pre-employment transition services by sharing the following program information as early as possible in the transition planning process:
- Description of the purpose of the VR program and PETS
 - Eligibility requirements
 - Procedures for application
 - Scope of services that may be provided
- 7.2 The parties will develop a system to ensure that appropriate referrals are obtained by the Division for students interested in accessing vocational rehabilitation services, including pre-employment transition services. Appropriate referrals include: students receiving services under Part B of the IDEA as well as students with disabilities for the purposes of section 504 of the Rehabilitation Act, students with disabilities receiving school psychological, health, nursing, or social work services; and students with disabilities who are risk of dropping out of high school.
- 7.3 The School System will assist in securing and sharing diagnostic information of students with disabilities for the purpose of accessing vocational rehabilitation services, including pre-employment transition services, and will provide, as appropriate, psychological, vocational and educational assessments for students suspected of needing assessments so long as sharing is in compliance with the requirements of the Family Education Rights and Privacy Act and other legal requirements relating to student privacy rights.
- 7.4 The Division will contact referred students at the earliest possible time to initiate the process for the student to apply for rehabilitation services and/or request pre-employment transition services pending parent or guardian consent where permission is required for services to a minor.

VIII. Services

- 8.1 Section 113(a)(b) of the Rehabilitation Act, as well as final §361.48(a)(2), requires the Division, in collaboration with the School System, to make certain to provide or arrange for the provision of the five pre-employment transition services required activities available to all students with disabilities who need

them.

- 8.2 The School System will support the Division in providing any or all of the following five pre-employment transition services required activities to students with disabilities:
- Instruction in self-advocacy and peer mentoring
 - Work based learning experiences
 - Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education
 - Workplace readiness training
 - Job exploration counseling
- 8.3 The Division shall administer all aspects of the State vocational rehabilitation program including the determination of eligibility, diagnostic and evaluation services, rehabilitation planning, transition services and the provision of a program of vocational rehabilitation services. Some services are subject to the student's financial eligibility and/or comparable benefits.
- 8.4 The Division shall assume responsibility, within the limitation of resources, for the cost of services included in the student's Individualized Plan for Employment (IPE) according to the established State VR Agency policies and fee schedule.

IX. Student Transition Planning

- 9.1 The parties shall engage in transition planning for students with disabilities that facilitates the development and implementation of the individualized education programs under 614(d) of the IDEA and the Individualized Plan for Employment (IPE) required for VR-eligible students under WIOA.
- 9.2 The parties shall engage in planning for the transition of students with disabilities from school to post-school activities, including planning for pre-employment transition services.
- 9.3 The parties shall use existing assessment data when appropriate. When necessary, supplementary assessments will be procured.
- 9.4 The Division shall complete a comprehensive assessment on each eligible individual, including consulting the student's IEP, where such plan exists, to determine the vocational goal and scope of vocational rehabilitation services to be included in the IPE.

X. Required Documentation for Section 511

- 10.1 For youth with disabilities, aged 14-24, who are known to be seeking subminimum wage employment, the School System and the Division shall document completion of the actions described in 34 CFR 397.20 and 34 CFR 397.30.
- 10.2 The parties shall develop processes for transmitting the documentation described in 34 CFR 397.20 and 34 CFR 397.30 consistent with confidentiality requirements under the Family Education Rights and Privacy Act and IDEA.
- 10.3 The School System shall comply with the restriction, found in 34 CFR 397.31, that prohibits state and local educational agencies from contracting with entities for the

- purpose of operating a program for a youth with a disability, aged 14-24, under which work is compensated at a subminimum wage
- 10.4 The parties shall collaborate to provide youth with disabilities, aged 14-24, who are known to be seeking sub-minimum wage employment PETS and/or IDEA transition services and referral to the VR program.

XI. Procedures for resolving interagency disputes

- 11.1 The parties will utilize best efforts to resolve any dispute that may arise in the provision of services outlined in this agreement and will collaborate to achieve the best possible outcome for students with disabilities.
- 11.2 When there are real or perceived overlaps in the responsibilities for special education or other related services under IDEA and VR services under the Rehab Act, the Division and the School System shall consider the following factors to determine the responsible party:
- whether the service is customary to the party from whom the service is requested (if customary, the party should provide)
 - the primary objective of the service/support (educational or vocational)
 - the impacts of delaying service provision
 - agency-specific policies or limitations around the provision of the service (e.g., maximum purchase rates, selection of providers)
 - eligibility of student under Part B of IDEA
 - length of time to exit from school in terms of ongoing need for and replacement frequency of service or equipment (e.g., if equipment is needed, will the lifespan of the equipment be contained to the student's time within the secondary educational setting or extend to the transition from school to post-school activities?)
 - the need for transferability of skills and practice with service/equipment to be prepared for post-school IPE participation (e.g., will the student need time to practice using equipment or receiving a specific transition service to facilitate transition to post-school services/outcome as planned on the IPE without delay or interruption? If so, this may warrant VR funding of the equipment or service.)
- 11.3 When a resolution cannot be achieved at the local level, the parties shall seek consultation from state level designees from the Division and the NC Department of Public Instruction.

XII. Reporting and Data Sharing

- 12.1 Any information, data, instruments, documents, studies or reports given to or prepared or assembled by either party under this Agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of both parties. Both parties acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information they will safeguard and not further disclose the information except as

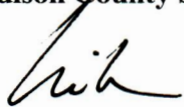
- otherwise provided in this Agreement.
- 12.2 The Division agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. The Division will maintain an access log delineating date, time, agency, and identity of the individuals who are accessing student records who are not in the direct employ of the Division that are granted access to student records under the terms of this agreement. The Division shall not forward to any person other than the student, the parent/guardian (for students who have not yet reached the age of majority), or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, to the student's identity) without the written consent of the student or the parent/guardian (for students who have not yet reached the age of majority). Upon termination of this Agreement, the Division agrees to maintain all records in accordance with applicable security and confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), state law, and Division policies and procedures.
- 12.3 The Division shall report to the School System annually about the number of school age students served by the Division, by disability, age, types of services provided and post-school employment outcome.
- 12.4 The parties shall jointly establish a frequency and system by which Division staff can provide status updates on students referred for VR services upon an executed consent for release of confidential information as specified in 34 CFR 361.38.
- 12.5 The School System shall provide appropriate data to the Division about students needing services.
- 12.6 The parties shall collaborate in the collection of data and ad hoc reporting for the purposes of planning, local program development, and implementation of transition services for students with disabilities.

This Agreement shall begin on July 1, 2023 and end on June 30, 2024.

Madison County Schools

NC Division of Vocational Rehabilitation Services

BY:



Dr. Will Hoffman

TITLE:

Superintendent

DATE:

6/02/2023

BY:

TITLE: Division Director

DATE:

Program: Division of Vocational Rehabilitation Services
 Element: Counseling and Placement Third Party

Third Party: **Madison County Schools**

2023-2024		BUDGET	
	FTE- 1/2		0.5
531213	Salaries - Staff	\$	20,049
531463	Longevity Pay		
531513	Social Security Contribution	\$	1,534
531523	Retirement Contribution	\$	4,800
531563	Hospitalization Insurance	\$	3,827
531631	Worker Comp - Medical Payments		
532184	Janitorial Service		
532210	Utilities		
532390	Repairs and Maintenance		
532490	Service and Maintenance Contracts		
532512	Rent of Offices		
532590	Rent of Other Equipment		
532714	Travel -Staff		
532811	Telephone		
532840003	Postage		
532850	Printing and Binding		
532919	Insurance and Bonding		
532942	In-Service Training		
533110	Office Materials and Supplies		
533350	Motor Vehicles Supplies		
534511	Office Furniture		
534521	Office Equipment		
534539	Other Equipment		
534549	Motor Vehicles Supplies		
535890	Moving Expense		
535890	Other Administrative Expense		
535XXX	Other Expenses & Adjustments		
536112	Case Service		
	TOTAL	\$	30,210
	Cash From Third Party	21.3%	\$ 6,435
	Federal Funds Required	78.7%	\$ 23,775

Position Numbers
60055045

Third Party Administrator _____ Date _____ VR Administrator _____ Date _____

Third Party Fiscal Officer _____ Date _____ VR Fiscal Officer _____ Date _____