



An Interagency Cooperative Agreement
Between
The Office of Vocational Rehabilitation (OVR)
And

The Public School System-Special Education Program (PSS-SPED)

Section 1 – Purpose

The purpose of this Interagency Cooperative Agreement is to provide more effective services to individuals with disabilities in compliance with the Individuals with Disabilities Education Act 20 U.S.C. § 1400 through 1485 and the Rehabilitation Act of 1973, 29 V.S.C. § 794. This includes working together more closely in evaluating, serving, and planning for individuals eligible for vocational rehabilitation and developing a means for the transfer of items of assistive technology to OVR for eligible individuals as they make the transition from secondary education to integrated and competitive employment.

Section 2 – Consultation and Technical Assistance in Transition Planning

OVR and PSS-SPED will engage in providing the other with consultation and technical assistance to plan for and ensure the smooth transition of students with disabilities.

Section 3 – Transition Planning Related to the Individualized Education Program (IEP)

OVR's involvement during the transition planning phase of the IEP helps to ensure that the vocational or employment-related provisions of the IEP provide a bridge to the vocational rehabilitation services needed under an IPE for those students determined eligible for the vocational rehabilitation program.

Section 4 – Procedures for Outreach

OVR and PSS-SPED will continue to support outreach activities that will increase referrals to OVR in an effort to provide eligible students with disabilities a smooth school to work transition. *(Refer to the School to Work Transition Guidelines for detailed description on procedures for outreach.)*

Section 5 – Program Description: OVR and PSS-SPED

OVR assists individuals to identify their strengths, skills, interests and abilities as well as vocational goals and develops individualized plans for employment (IPE) to address the identified employment barriers. OVR also provides and purchases goods,

services, aids and devices in the context of an approved IPE. Vocational rehabilitation services shall be provided only to individuals who meet the following eligibility criteria:

- Is a person with a disability, and
- Has a physical or mental impairment which for such individual constitutes or results in a substantial impediment to employment, and can benefit in terms of an employment outcome from vocational rehabilitation services; and,
- Requires vocational rehabilitation services to prepare for, secure, or retain employment; and
- Has legal status to allow employment in the CNMI or the U.S.

PSS-SPED implements public education policies for eligible students with disabilities three (3) through transition at age 21, in compliance with Individuals with Disabilities Education Act (IDEA). PSS-SPED is responsible for ensuring education services are provided under the IDEA, which includes planning and implementing transition services for students with disabilities.

Section 6 – Services Prior to Referral

Transition services may be provided by OVR to eligible students beginning at age 16 (or younger, if the IEP team determines it is appropriate), without officially opening a case or establishing eligibility: Consultation to students and families, technical assistance to schools, and participation in IEP meetings when invited. *(Refer to the School to Work Transition Guidelines for additional information on processes.)*

Section 7 – Referral Process

An appropriate referral may include any student with a disability who may be in need of vocational rehabilitation services to prepare for employment, continued education, and/or independent living. School personnel, parent/legal guardian or authorized representative, student self referral, or community agencies/organizations may make a referral to OVR.

The individual student information must be provided by PSS-SPED in writing to the OVR counselor at the time of referral. PSS-SPED should include school records (e.g., the IEP, psycho-educational evaluation reports, letters from classroom teachers, vocational assessment/training reports, copies of assessments, information which documents how the student's disability affects his/her academic performance, information that documents the strengths of the student, a summary of performance report for transition students that exit the school system (graduated, aged, dropped out), etc.) and medical records regarding the student's disability(ies). Sharing information must be preceded by a signed consent by the parent(s) or authorized representative(s), or the student, if 18 years or older. If applicable, the legal guardian will authorize in writing a release to receive/release information. *(Refer to the School to Work Transition Guidelines for a detailed description of the referral process.)*

Section 8 – Pre-Employment Transition Services

The Rehabilitation Act of 2014, as amended (under Title IV of the Workforce Innovational and Opportunity Act signed into law by President Obama on July 22, 2014) requires OVR to provide eligible students with disabilities under IDEA or Section 504, ages 16-21, with pre-employment transition services (PETS), such as:

- Job exploration counseling,
- Work-based learning opportunities,
- Counseling on post-secondary educational opportunities,
- Workplace readiness training, and
- Instruction in self-advocacy

PSS-SPED will provide assistance to OVR in the coordination with employers on transition services including PETS for students with disabilities.

Section 9 – Mutual Responsibilities

- **Training and Technical Assistance:** OVR will provide consultation and technical assistance to PSS-SPED that will assist in the planning and transition of eligible students from school to post-school activities, including employment. Develop and provide common training and professional development opportunities to improve transition and employment results for eligible youth.
- **Planning and Coordination:** Joint collaboration in the development/continuation of a work group (Transition and Coordination Team-TACT) that targets the improvement of transition to employment outcomes in integrated, community settings for students with disabilities. The TACT will also explore and identify transition-related services (work-based learning; internships; apprenticeships; dual enrollment programs, industry recognized credential programs, and college programs). *(Supporting document: School to Work Transition Guidelines)* Ensure mutual support for and participation in the respective programs' required State Plan and Needs Assessment processes. Further, parties agree to work collaboratively to coordinate with and engage employers on transition services for youth and students with disabilities.
- **Data Sharing:** Sharing of data, within the bounds of confidentiality, of eligible students regarding transition services and outcomes.
- **Transition Services/Accommodations:** Identify and disseminate information about transition services, accommodations, employment services, effective practices/strategies that create positive employment outcomes to program staff, partners, families, individuals, employers, and public and private stakeholders.
- **Assistive Technology:** Upon completion of the free appropriate public education (FAPE) of many eligible students, PSS-SPED is left with items of assistive technology which have been required by students' IEPs and which have been customized for particular students or are otherwise unlikely to be used by different students. Such items of assistive technology often are stored until they become obsolete. PSS-SPED will transfer ownership of items of assistive technology from PSS to OVR upon payment by OVR to PSS-SPED for the cost

of the item or assistive technology at its depreciated value. This is intended to ease the transitions of eligible students from high school to employment, reduce costs to OVR and PSS-SPED of the devices, and avoid the practice of storing many items until they become obsolete.

- Co-Location Initiative: Parties agree to continue to lend their support for OVR staff, i.e. vocational rehabilitation transition counselor, to be based at the public high schools for a few hours each month to bring greater awareness about the vocational rehabilitation program, conduct Q&A with stakeholders, i.e. students, parents, and school personnel, entertain applications for vocational rehabilitation services, conduct initial interviews, and increase referrals to OVR.

Section 10 - Financial Responsibility

When a student with a disability is both in school and has an IPE with OVR, the cost of services necessary for both the student's education and for the student to become employed, will be delineated between PSS-SPED in terms of what accommodation the student needs to complete his/her high school coursework and OVR in terms of what will work with the PSS-SPED representative in determining which is needed to complete high school coursework and which services pertain to fulfilling the IPE.

When another adult service provider agency has been identified by the IEP team (that it can pay part or all of the cost of a specific service or device), a representative of that agency shall be invited and included in the IEP meeting where the responsibility for payment is negotiated. Arrangements to share the cost of a given service or device will be fully reflected and explained in the IEP or the IPE, or both. *(Note: OVR is a secondary source of financial assistance.)*

Nothing in this agreement shall be construed to reduce the obligation under IDEA for the PSS-SPED to provide/pay for transition services that are required to ensure FAPE.

Section 11 – Dispute Settlement Clause:

In the event of a dispute, controversy or claim arising out of or relating to this Interagency Cooperative Agreement, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Director of OVR and the Director of PSS-SPED or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Cooperative Agreement. If an agreement is not made between the two Parties, the Parties agree to cost share for the procurement of an impartial mediator.

Section 12 – Effective Date of Agreement

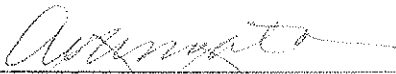
The terms of this interagency agreement are effective upon the signatures of the appropriate representatives of OVR and PSS SPED. This agreement may be amended or modified at any time by mutual consent. OVR and PSS reserve the right to terminate this agreement at any time, upon 30 days written notice to the other party at the addresses provided herein.

Unless there is written notice to terminate this agreement, it will automatically renew annually. Failure to enforce any provision of this agreement does not constitute a waiver of that provision, or any other provision, of the agreement.

Section 13 – Signatures

The terms of this agreement are accepted by the parties to this agreement. Persons signing below are expressly authorized to obligate the agencies to the terms of this agreement. The undersigned parties bind themselves to the faithful execution of this agreement.

For OVR:



Arlene Kay A. Yamagata, M.S., CRC
OVR Director

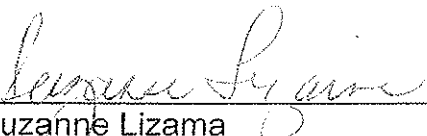
5/20/15
Date

For PSS:



Rita A. Sablan, Ed.D.
PSS Commissioner

5/27/15
Date



Suzanne Lizama
Director, Special Education Program

5/26/15
Date