COOPERATIVE AGREEMENT
BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES
AND
THE OREGON DEPARTMENT OF EDUCATION

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This Agreement is between the Oregon Department of Human Services, Vocational Rehabilitation, hereinafter referred to as “VR” and the Oregon Department of Education, hereinafter referred to as “ODE.”

I. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date on which all parties have signed the Agreement. Unless terminated or extended, this Agreement shall terminate on June 30, 2015.

II. AUTHORITY

Pursuant to ORS 190.110, state agencies may cooperate with each other in performing duties imposed on them. Under 34CFRR§100.34, 34 CFRR§300.600 and ORD 343.041, ODE has been charged with the responsibility to provide general supervision and ensure a free and appropriate public education to all students who are eligible for special education. Under 34 CFR§361.1-385.44, VR has been charged with the responsibility to provide vocational rehabilitation services to persons with disabilities including eligible school-age students with disabilities.
III. SCOPE AND PURPOSE

The purpose of this cooperative agreement is to set forth the commitments of the ODE and VR to cooperate in activities leading to a successful transition for students with disabilities from a free and appropriate public education to postsecondary career-related training and employment activities. For the purposes of this Agreement, the term “transition services” means a coordinated set of activities for a student, designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the student with a disability to facilitate the student’s movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment and supported self-employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities, as articulated in the Individualized Plan of Employment (IPE) or Individualized Education Program (IEP), shall be based upon the individual student’s need, taking into account the student’s strengths, preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional evaluation. The coordinated set of activities shall promote outreach to students with disabilities who are in need of transition services.

IV. CONFIDENTIALITY ASSURANCES

This Agreement requires the sharing of information between VR and ODE. Information about clients of VR and students from local education agencies (LEAs) will be released in conformance with regulations governing confidentiality of personally identifiable information.

V. RESPONSIBILITIES OF EACH PARTY

Oregon’s Vocational Rehabilitation Program within the Department of Human Services and Oregon’s Department of Education mutually agree to the following:
1. Will meet quarterly to address systems, policy, practice and funding issues that facilitate or negatively impact the transition of youth with disabilities from school to work or postsecondary education.

2. Foster innovation in transition program design and service delivery strategies between VR branch offices and local school districts.

3. Utilize a common message when sharing information to local VR branch offices and LEA’s.

4. Align policy and practice at the state and local level, in order to facilitate the seamless transition of youth with disabilities from school to work or postsecondary education; minimize redundant services; and maximize resources in both systems.

5. Develop and provide common trainings and professional development opportunities to improve transition and employment results.

6. Develop and distribute notices, memorandums and other information that relate to transition to other transition partners.

7. Identify and disseminate information about transition services, employment services, effective practices, training and funding strategies that create positive employment outcome to agency staff, partners, families, individuals, and public and private stakeholders.

8. Give timely notice to other agency partners to this agreement of proposed rule amendments relating to youth transition services.

9. Provide a copy of this Agreement to:
   
   a. all LEA superintendents
   b. all directors of Special Education
   c. all VR administrative staff to include branch managers
   d. the Office of Developmental Disabilities Services
   e. the Oregon Developmental Disabilities Council
   f. other entities as identified.

10. Collaborate toward meeting the unique needs of LEAs and VR branch offices and facilitate effective transition for students with disabilities from a
free and appropriate public education to the provision of vocational rehabilitation services.

VI LEAD AGENCY

ODE and VR will be the lead State agencies for the transition of youth who qualify for special education and/or 504 services and who are found eligible for VR services. The Office of Developmental Disabilities will be an additional partner for youth who experience intellectual and developmental disabilities as will be Addictions and Mental Health for youth who qualify for their services.

VII. FINANCIAL RESPONSIBILITIES OF EACH PARTY

This Agreement does not involve any financial compensation from ODE or VR or exchange of funds between ODE and VR. However, programs may be developed that provide services for students with disabilities that will be co-managed, monitored, and evaluated by ODE and VR.

For school districts that hold Youth Transition Program contracts, financial responsibilities, roles, and the service delivery model is detailed within those agreements.

VIII. RESPONSIBILITY OF THE PARTIES FOR DELIVERY OF SERVICES

1. It is agreed that the LEA will be responsible for vocational transition activities in such areas as: career exploration, community based work experiences, information on transition services and postsecondary education opportunities, and other activities that are intended to provide the student with general knowledge, general work habits, self-advocacy skills and responsibility training.

2. VR will be responsible for the development of the IPE; community based technical/occupational skill training and associated costs, and other IPE-related services that are not generally available to all students in the LEA.

VR services are available to applicants to the degree needed to establish eligibility, and for eligible individuals to determine the scope and nature of services and then the provision of those services. While VR bares primary
financial responsibility for these services, the program will utilize similar benefits when it will not it will not impede the progress of plan activities.

A. VR shall:

1. Promote outreach to and identification of students with disabilities who are in need of transition services as early as possible during the transition planning process. Outreach to these students will include, at a minimum, a description of the purpose of the vocational rehabilitation program, eligibility requirement, application procedures, and scope of services that may be provided to eligible individuals. Outreach activities can include the use of brochures, social media, attendance at back to school nights and transition events.

2. Inform ODE in writing of policies or procedural changes that may impact the eligibility of students with disabilities for VR services and the provision of services, so that ODE can disseminate such material to LEAs and the State Directors of Special Education.

3. Assign the following qualified staff positions to support transition activities and outcomes between LEAs and VR:

   IDD Program Specialist
   Counselor Specialists in IDD and Learning Disabilities,
   Liaison Counselors
   Youth Transition Coordinator
   Branch Managers who will serve as the point of contact for local schools

4. Upon request from the LEA or ODE, provide technical assistance on how to identify potentially eligible students for services from VR and how to work with VR to provide transition services.

5. Establish and disseminate a procedure for VR to release client information to the LEAs.

6. Determine eligibility for VR service and provide rehabilitation services to school-aged students with disabilities when referred by the LEAs.
7. Upon request, work with ODE and other agencies through a variety of training activities to identify and plan transition strategies for students with disabilities requiring long-term support after VR time-limited services.

8. Inform LEAs and students and their parents of the availability of the Client Assistance Program, a dispute resolution program available to VR clients and participants in rehabilitation programs receiving federal funding.

9. Provide training to all VR counselors and qualified staff on their role in providing outreach activities to students with disabilities to include those served in special education, served under Section 504, and those served in general education.

10. Provide technical assistance to the schools to prepare students with disabilities for career opportunities.

11. Upon request, participate in transition planning with schools to facilitate the development of IEPs for students with disabilities.

12. Assure that IPEs are developed for students determined eligible for vocational rehabilitation as early as possible during the transition planning process or, at the latest, signed by the time the student leaves school.

13. Collaborate in the planning, development, and implementation of systems change through grants, legislative initiatives and other activities. Where appropriate, collaborative partnerships will be expanded to include the Oregon Commission for the Blind, Centers for Independent Living, Department of Human Services, Office of Developmental Disability Services, the Oregon Health Authority, Addictions and Mental Health, tribal vocational rehabilitation programs, parent advocacy organizations, self-advocates universities and community colleges, and other community-based organizations.

14. In collaboration with ODE, VR will make annual in-service training available for LEA staff and field staff around topics or issues that are designed to improve the effectiveness of transition services and employment outcomes for students with disabilities.

15. Encourage VR branch office staff to collaborate in local community planning and implementation efforts that are focused on the transition of students with disabilities from school to postsecondary outcomes.
16. Annually, report to ODE the number of school-age clients that have been served by VR. This data will be provided in a manner that is consistent with the requirements of the ODE student census report.

17. On request, participate in problem solving with ODE in the review of education programs and facilities in compliance with the Individuals with Disabilities Education Act (IDEA).

18. Through the designated Education Specialist, assure an annual review of the outcomes and effectiveness of this Agreement and make recommendations for policy changes, training activities, and modifications to this Agreement.

19. Upon request, provide information to the ODE State Advisory Council on Special Education to assist in the development of the Council’s annual report to the Superintendent of Public Instruction.

B. ODE shall:

1. Inform LEA’s through State Director of Special Education memoranda, about services provided by VR to aid LEA’s in carrying out special education obligations through such programs as the Youth Transition Program (YTP), Supported Employment (SE) or any other relevant programs provided by VR.

2. Provide representation on the VR State Rehabilitation Council and relevant committee participation.

3. Assign an Education Specialist to facilitate linkages between LEA’s and VR:
   a. Upon request from LEA’s or VR, ODE will provide technical assistance on how to identify potentially eligible students for services from VR and how to work with VR to provide needed transition services.
   b. Establish and disseminate a procedure for LEA release of student information to VR.
   c. Upon request, work with VR and other agencies through a variety of training activities to plan and identify transition strategies for students with disabilities requiring long-term support after VR time-limited services.
d. Work with LEA’s in the development of IEP Transition Plans that demonstrate a coordinated set of activities that prevent a break in services for students as they transition to career-related activities as developed in an IPE under the responsibility of VR.

4. Encourage LEA’s to identify point(s) of contact for field staff from VR.

5. Collaborate in the planning, development and implementation of systems change through grants, legislative initiatives and other such activities. Where appropriate, collaborative partnerships will be expanded to include the Oregon Commission for the Blind, Centers for Independent Living, Department of Human Services – Office of Developmental Disability Services, Addictions and Mental Health, Oregon Health Authority, tribal vocational rehabilitation programs, parent advocacy organizations, universities and community colleges, and other community-based organizations.

6. In collaboration with VR, ODE will make annual in-service training available for LEA staff and VR field staff around topics or issues that are designed to improve the effectiveness of transition services and employment outcomes for students with disabilities.

7. Disseminate information regarding relevant training and workshops to the VR Training Unit.

8. Encourage LEA’s to collaborate in local community planning and implementation efforts that are focused on the transition of students with disabilities from school to postsecondary outcomes.

9. Annually, if requested, and in conformance with confidentiality requirements, provide summarized Child Court Data and other relevant transition services data to VR for the development of the VR State Plan.

10. On request, provide information to VR about vocational training programs in public education programs, approved private education programs, and accredited postsecondary schools that are subject to ODE standards.

11. Through the appointed Director (or designee), assure a biennial review of the outcomes and effectiveness of this Agreement and make recommendations, policy changes, training activities, and modifications
to this Agreement. Upon request, provide information to the VR State Rehabilitation Council to assist in the development of the Council’s annual report to the Governor.

IX. RESOLUTION OF DISPUTES ARISING FROM THIS AGREEMENT

1. ODE and VR agree that unresolved disputes between ODE and VR including disputes over the development of recommended procedures, access to and availability of services, and allocation of financial responsibility, will first be brought to mediation. The first step of mediation will be through the Governor’s Dispute Resolution office. Other mediators may be selected by mutual agreement from a list of mediators maintained by ODE, VR, or the Department of Justice. The mediator’s fee shall be shared equally between ODE and VR.

2. If mediation is unsuccessful in resolving the dispute, the parties shall appoint a dispute panel to hear the position of each party and make a final determination. The dispute panel will be comprised of an individual selected by ODE, an individual selected by VR and an individual selected mutually by the parties.

3. The dispute resolution procedures in the Agreement do not affect or diminish the procedural safeguards available to parents of children with disabilities under the IDEA or clients of VR under the Rehabilitation Act.

X. AMENDMENTS

On written request from either party, changes in this Agreement or subsequent attachments will be discussed and such changes or attachments as are agreed upon in writing will become part of this Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by a written instrument signed by the parties.

XI. TERMINATION CLAUSE

Upon thirty (30) days written notice, either party may terminate this MOU at any time.

XII. WRITTEN NOTICES
All notices regarding this Agreement shall be sent to the parties at the following addresses:

VR: Keith Ozols  
Department of Human Services  
Vocational Rehabilitation  
500 Summer Street NE, E-87  
Salem OR 97301-1120

ODE: Mitch Kruska  
Oregon Department of Education  
Director of Education Program  
Office of Learning/Student Services  
255 Capitol Street NE  
Salem OR 97310

XIII. SIGNATURES

This Agreement is executed on behalf of ODE and VR through the undersigned representatives on the dates indicated after their signatures.

STATE OF OREGON, acting by and through the  
Department of Education,

STATE OF OREGON, acting by and through the  
Department of Human Services,  
Vocational Rehabilitation:

By:  
Trina M. Lee  
Interim VR Director  
Reviewed/Office of Contracts and Procurement, DHS:

By:  
Sarah Drinkwater, Ph.D.  
Assistant Superintendent  
Oregon Department of Education

12-19-14  
Date

12-29-14  
Date