

INTERAGENCY AGREEMENT

FOR

TRANSITION SERVICES FOR STUDENTS IN EXCEPTIONAL EDUCATION PROGRAMS

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY,

THE DIVISION OF VOCATIONAL REHABILITATION, OF THE FLORIDA DEPARTMENT OF EDUCATION

AND

THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC

THIS INTERAGENCY COOPERATIVE AGREEMENT is made and entered into this 16th day of August 2007, by and between School Board of Palm Beach County, Florida (hereinafter referred to as the Board), the Division of Vocational Rehabilitation, a Division of the Florida Department of Education (hereinafter referred to as DVR), and the Coalition for Independent Living Options, Inc., (hereinafter referred to as CILO), a not for profit corporation in the State of Florida.

WITNESSETH:

WHEREAS, the parties to this Agreement are committed to ensuring a student's right to self-determination, self-advocacy and informed choice;

WHEREAS, the parties to this Agreement agree that transition planning is an integral part of the Individualized Education Plan (IEP) process;

WHEREAS, the parties to this Agreement are committed to facilitating smooth transitions for students with disabilities in the School District of Palm Beach County ("District") from secondary school to post-secondary adult life;

WHEREAS, the parties to this Agreement are committed to involving students meaningfully in the development and fulfillment of their goals related to transition from secondary school to post-secondary adult life;

WHEREAS, the parties to this Agreement are committed to providing coordinated and comprehensive services To District students with disabilities;

WHEREAS, the parties to this Agreement are committed to promoting linkages to services in the community to support students' transition plans; and

WHEREAS, the Board has the sole responsibility and legal obligation to conduct Transition IEPs for students with disabilities age fourteen and over; and

WHEREAS, the DVR has primary responsibility and legal obligation to assist students, eligible for vocational rehabilitation services in planning for post-school year employment goals and to provide vocational rehabilitation services in a timely manner under an approved Individualized Plan for Employment before they exit the school system; and

WHEREAS, the mission of CILO is to promote independence for people with disabilities; and

WHEREAS, the Individuals with Disabilities Education Act ("IDEA") emphasizes the following elements in relation to transition planning:

- Making transition planning an integral part of the IEP
- Involving the student meaningfully in the transition IEP process

- Developing a statement to identify the student's desired post-school outcome
- Coordinating the student's courses of study, activities, and experiences that lead to attaining the desired post-school outcome
- Creating linkages among students, family members, agencies and community resources before the student leaves high school
- Identifying needed transition services and specifying who provides or pays for those services
- Creating alternatives when students are not provided with necessary services
- Transferring rights to the student when he or she reaches the age of majority.

NOW, THEREFORE, in consideration of these mutually shared covenants, guiding principals and agreements herein contained, the parties agree as follows:

I. The Board shall:

- a) cooperate with CILO and the DVR in the development of a transition manual for students in the Board's Exceptional Student Education ("ESE") and 504 programs; and
- b) include the DVR in transition planning meetings, as appropriate; and
- c) participate with CILO and the DVR in offering periodic joint training of parents, teachers, community rehabilitation agencies, Agency for Persons with Disabilities, Division of Blind Services and Department of Children and Families Substance Abuse Mental Health Program Office on agreed topics, as needed; and
- d) provide information to students and their families about DVR eligibility and services and make referrals to DVR, as appropriate; and
- e) disseminate CILO brochures to each high school to be distributed to 10th grade students participating in an Exceptional Student Education Program with an IEP; and
- f) include CILO as one of the organizations that will be invited, as appropriate, to participate in the Transition IEP conferences scheduled for 10th graders in ESE Programs throughout Palm Beach County; and
- g) invite CILO to participate in selected in-service trainings for ESE Transition Specialists, as needed.

II. CILO shall:

- a) cooperate with the Board and the DVR in the development of a transition manual for students in the Board's ESE Program; and
- b) produce a total of 1,000 copies of the transition manual in (appropriate numbers of) English, Spanish, Creole and Braille for distribution to up to 700 tenth (10th) grade students participating in transition services as part of the Transition to Education, Advocacy and Mentoring (TEAM) Project, and for the 300 individuals attending the annual STARS conference; and
- c) participate with the Board and the DVR in periodic, joint training of parents, teachers, community rehabilitation agencies, Agency for Persons with Disabilities, Division of Blind Services; Children's Medical Services and Department of Children and Families Substance Abuse Mental Health Program Office; and
- d) at the request of the student and/or parent, assist each 10th grade student, served under this Agreement, in planning his or her individual future and understanding his or her rights and responsibilities as he or she approaches transition from secondary school to employment or post-secondary education; and
- e) educate 10th grade students, served under this Agreement, and their parents about the transition process; about available community resources to support the student's transition goals; and provide follow-up services and supports to ensure that referrals to community resources, including post-secondary education, transportation, vocational rehabilitation, housing, employment, public benefits, health care, recreation, and other issues of consideration for the individual and their families upon reaching the age of majority, are being addressed, as requested and as offered; and
- f) participate in periodic in-service trainings for ESE Transition Specialists, as needed.
- g) to prevent a conflict of interest, relinquish the right to provide legal representation against the Board and/or the DVR on behalf of students who are served as a result of this Agreement.

III. The DVR shall:

- a) cooperate with the Board and CILO in the development of a transition manual for students in the School District of Palm Beach County's Exceptional Student Education;
- b) participate with the Board and CILO in periodic, joint training of parents, teachers, community rehabilitation agencies, Agency for Persons with Disabilities, Division of Blind Services; and Department of Children and Families Substance Abuse Mental Health Program Office as needed;
- c) attend transition plan meetings and inform students of their services, as appropriate; and
- d) coordinate development of the IPE with the Transition IEP in terms of goals, objectives and services required for successful transition; and
- e) ensure that the joint planning process emphasizes the provision of DVR services, including provision of assistive technology and comprehensive assessment, leading to appropriate career/education choices by students, eligible for DVR services, before exiting the school system, whenever possible; and
- f) ensuring that, when provision of assistive technology is included in the IEP, an agreement is developed between the Board and the DVR regarding acquiring and supporting assistive technology as the student transitions from the Board; and
- g) continue to, in accordance with the IEP, provide DVR services, as necessary under an approved IPE for eligible individuals after they exit the public school system.

Please note: Students with a visual impairment in both eyes and requiring vocational rehabilitation services to prepare for an employment outcome receive vocational rehabilitation services through the Division of Blind Services.

IV. Definitions Included in this Agreement

1. Student: School District of Palm Beach County 10th grade students participating in an ESE program with an IEP.
2. Transition: A process including a coordinated set of activities to promote the movement of students with disabilities from school to post-school activities.
3. ESE: Exceptional Student Education – programs and services for students with an Individual Education Plan.
4. IDEA: Individuals with Disabilities Education Act.
5. IEP: Individual Education Plans, as required by the IDEA. A written plan to identify the special education and related services designed to meet the individual needs of a student with a disability.
6. Transition IEP: Transition Individual Education Plans, as required by the IDEA. An IEP, conducted during the year the student turns age fourteen, that deals with issues related to making the transition to adult life after high school, including diploma decisions.
7. IPE: Individualized Plan for Employment, as required by the Rehab Act of 1973. A vocational rehabilitation plan that targets a specific job goal and services that are necessary in order to reach the goal.

V. Additional Terms and Conditions

1. The term of this Agreement shall begin on August 16, 2007 and remain in effect until June 30, 2010 or until any party desires to review or terminate the agreement.
2. This agreement may be terminated by providing thirty (30) days' notice to one more of the parties to this agreement, in writing.
3. All parties shall attempt, in good faith, to resolve any disputes arising out of or relating to this Agreement prior to written notice of termination.
4. Any Notice given pursuant to the terms of this Agreement shall be in writing and delivered or sent by certified, U.S. Mail, return receipt requested. All notices shall be addressed to the following:
 For the Board: Russell Feldman, Executive Director Exceptional Student Education
 For the DVR: Mary Watford, Area 5 Director
 For CILO: Genevieve Cousminer, Interim Executive Director
5. Written parental consent, utilizing the Board's Release of Information form, will be obtained prior to agencies receiving student information.
6. The Board, the DVR and CILO agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated

herein. None of the provisions, terms and conditions contained in this Interagency Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7. DVR and CILO agree to ensure that all individuals who will have direct contact with any Board student will be fingerprinted and background checked. Each employee of DVR and CILO who will be in direct contact with any students must be fingerprinted and background checked. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of DVR or CILO (or discontinuation of their services) on the basis of these compliance obligations. DVR and CILO agree that neither they, nor any of their employees, agents, or representatives, who have been convicted or who are currently under investigation for a crime delineated in Section 435.05, Florida Statutes will have contact with any Board student.
8. (a) CILO agrees to indemnify and hold harmless the Board, its agents, officer, elected officials and employees from and against all the claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of CILO, or their subcontractor, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contracting agency or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contracting agency, of any subcontractor under worker's compensations acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by CILO, as applicable. CILO recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant. This article will survive the termination of the Agreement.
(b) CILO shall indemnify and hold harmless DOE and DVR, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to CILO's performance or failure to perform under this Agreement. The indemnification shall include reasonable attorney fees and costs incurred by DOE and DVR, its attorneys, agents and employees in the defense of any such claim, suits, or causes of action, as aforesaid. *Nothing in this Agreement is intended to serve as a waiver of sovereign immunity or to increase the limits of liability, nor shall anything in the Agreement be construed as consent of DOE or DVR or the Board to be sued by third parties in any matter arising out of the Agreement, nor shall anything in this Agreement require DOE or DVR and the Board to indemnify or insure the other for the other's negligence or to assume any liability for the other's negligence.
9. (a) CILO agrees to provide proof of the following insurance to the Board by Certificate of insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE.** All insurance must be issued by a company or companies approved by the Board. Certificate of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the Board, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** CILO must comply with Chapter 440, Florida Statutes, Worker's Compensation and Employees' Liability insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** CILO shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. **BUSINESS AUTOMOBILE LIABILITY:** CILO shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive

Form" policy. This insurance must be an occurrence form policy. In the event that CILO does not own any vehicles, the Board will accept hired and non-owned coverage in the amounts listed above. In addition, an affidavit signed by CILO shall indicate the following that does not own any vehicles. In the event that CILO acquires any vehicles throughout the term of the Agreement, agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition. (b) The DOE and DVR are self-insured against general liability actions as provided in Chapter 284, Part II, Florida Statutes.

10. DVR and CILO agree to comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act ("IDEA").
11. The Board, DVR and CILO agree to maintain the confidentiality of student records pursuant to federal and state law.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

Attest:

By: _____
William G. Graham, School Board Chairman
School Board of Palm Beach County
Date:

By: _____
Arthur C. Johnson, Ph.D., Superintendent
School Board of Palm Beach County
Date:

By: Mary Watford
Mary Watford, Area 5 Director
Division of Vocational Rehabilitation
Date: 6/13/07

By: Sharon D'Eusano
Sharon D'Eusano, Chair
Coalition of Independent Living Options, Inc.
Date:

Witness:
By: _____
Deputy Clerk

Witness:
By: _____

Approved as to Form and Legal Sufficiency

Kalinthia Dillard 7-19-07
Kalinthia Dillard, Attorney
School Board of Palm Beach County