

INTERAGENCY AGREEMENT

Between

THE MISSISSIPPI DEPARTMENT OF REHABILITATION SERVICES

And

Tupelo Public School District

19-OVR-0013

THIS AGREEMENT is entered into by and between the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and Tupelo Public School District (hereinafter “School District”).

WHEREAS, MDRS is the State agency responsible for the administration of the Rehabilitation Act of 1973, Amended 1992, 29 U.S.C. §§ 701, et. seq. and is further mandated, under §§ 37-33-13 through §§ 37-33-201, MISS. CODE ANN. (1972), to provide vocational rehabilitation services to individuals with disabilities in Mississippi;

WHEREAS, pursuant to the authority of the above said Acts, MDRS may enter into agreements with other entities to provide transition services to individuals with disabilities; and,

WHEREAS, School District is an eligible entity desirous of entering into an agreement with MDRS for the purpose of providing school-based transition services to individuals with disabilities;

THEREFORE, in consideration of the mutual interests and responsibilities of the parties, this agreement is entered into by and between the parties hereto upon the following terms, provisions and conditions:

- I. Scope of Services.** The Transition Partnership Program (TPP) is collaboration between local school districts and the Office of Vocational Rehabilitation (OVR). TPP is for the purpose of successfully transitioning high school students with disabilities into meaningful employment and/or post-secondary education. In furtherance of this partnership, OVR shall assign a Vocational Rehabilitation (VR) counselor to the school district, and both parties agree to jointly provide the professional services of one Transition Coordinator, who will render transition services to selected secondary students with disabilities enrolled in the School District school system that are (a) in transition from school to work and community and (b) eligible for VR services.

The Transition Coordinator is actively involved with the students, the local school district and VR counselor. Services include decision-making skills, interest assessment, career exploration and job preparation. The VR counselor determines eligibility and provides enhanced vocational rehabilitation services. The local Transition Coordinator provides exclusive training and enhanced vocational programming to enable students to achieve employment utilizing community-based instruction, vocational and work-site training, job placement, and follow-up services upon graduation.

The addition of Pre-Employment Transition Services (Pre-ETS) is intended to add a component to the overall school and rehabilitation service continuum, not supplant any existing transition services required under IDEA, which are potentially appropriate for a particular student (any service the

school is already responsible for providing). Students who can benefit from existing school programs (career/technical and educational training programs, vocational education, etc.), with or without modifications, are not the target population for the Transition Coordinator. These students can be appropriately served in existing service options and therefore the primary issue is to ensure these services are available and provided to these students. Students who are eligible for and are clients of VR and require the more intensive services of the Transition Coordinator are the intended target student population.

The Transition Coordinator will develop permanent jobs within the community in which students may be placed and will also provide temporary job-related support activities that students may need which are necessary to obtain and maintain employment status. Specific Transition Coordinator duties will include, but not be limited to, those outlined in Exhibit "A," captioned "Transition Partnership Program," and Exhibit "C," captioned "Performance Measures," which are attached hereto and incorporated herein. The Transition Coordinator will coordinate all activities with, and provide monthly reports to, the MDRS vocational rehabilitation counselor and school personnel. The Mississippi Department of Rehabilitation Services will provide program coordination and technical assistance as needed during the course of this agreement.

II. Period of Performance. The period of performance of the obligations and duties under this agreement shall begin on July 1, 2018 and end on June 30, 2019.

III. Method of Payment. MDRS will reimburse School District for one-half (1/2) of the costs (salary, fringe, travel, and staff development), as set forth in Exhibit "B," captioned "Budget," which is attached hereto and incorporated herein, and as associated with the activities as listed above and further described in Exhibit A. Money cannot be transferred between budget categories shown without the express written consent of MDRS. As required by federal regulations, MDRS will provide oversight for the administration of the program through its Vocational Rehabilitation Counselor representative. All expenditures will be made by the School District and shall be expended in accordance with the provisions of the Rehabilitation Act of 1973, as amended.

MDRS will make Federal funds available for this project. School District will provide the match. Quarterly, School District will pay one hundred percent (100%) of the expenses incurred by the program. School District will then invoice MDRS quarterly for fifty percent (50%) of the costs for salary, fringe, travel, and staff development. Travel expenses will be in accordance with the policies of the State of Mississippi. Included in the quarterly invoice will be School District's certification that they have provided/paid their share (50%) with state funds that are eligible for federal match. MDRS will remit payment no later than thirty (30) days from the date the invoice is received from School District. Final claim for payment of services under this Agreement must be made by July 15, 2019.

It is expressly understood and agreed that in no event will the total compensation to be paid by MDRS hereunder exceed the specified amount as owed by MDRS in Exhibit "B."

IV. Assurances.

A. Individuals Served. It is expressly understood by both parties to this agreement that only individuals, who are either identified as potentially eligible or are eligible for vocational

rehabilitation services, as determined by an authorized MDRS representative, will be served.

- B. Non-Duplication of Service. The transition services, provided under this agreement, are not services of School District to which the individual with a disability would be entitled if the individual were not an applicant or client of MDRS and furthermore these services must represent new services or new patterns of services of School District.
- C. Cost. School District assures that the costs of administrative activities are not costs which are attributable to the general expense of School District in carrying out the administrative functions of School District.
- D. Annual Review. MDRS will review this agreement at least once annually to determine the effectiveness of the services provided and to assure that it is being operated in compliance with the requirements of this agreement.

V. General Terms and Conditions.

- A. Applicable Law. The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. School District shall comply with applicable federal, state, and local laws and regulations.
- B. Assignment. Neither party may assign or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
- C. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to School District, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- D. Compliance with Laws. School District understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and School District agrees during the term of the agreement that School District will strictly adhere to this policy in its employment practices and provision of services. School District shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

- E. E-Payment. School District agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
- F. E-Verification. School District represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. School District agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. School District further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject School District to the following:
1. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 2. the loss of any license, permit, certification or other document granted to School District by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 3. both.
- In the event of such termination/cancellation, School District would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.
- G. HIPAA Compliance. School District agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this Agreement.
- H. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- I. Ownership of Documents and Work Product. All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by School District specifically at the request and solely for the use of MDRS, which information is not of the sort that would be compiled in the ordinary

course and scope of School District's regular business activities, shall be owned by MDRS upon completion or termination of this agreement. MDRS reserves the rights to any and all information and/or materials collected on its behalf.

School District assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. School District further assures that MDRS shall have full access to all information collected. School District is prohibited from use of the above described information and/or materials

J. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of School District's choice. The State may, at its sole discretion, require School District to electronically submit invoices and supporting documentation at any time during the term of this Agreement. School District understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

K. Record Requirements.

1. *Maintenance of Records.* School District shall establish and maintain financial records, supporting documentation and any other such records that may be necessary to reflect the performance of obligations under this agreement.
2. *Fiscal Requirements and Audit.* School District shall establish such fiscal control and fund accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. School District shall keep, maintain and present to MDRS, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. School District shall further keep and maintain such bookkeeping and accounting records and procedures as may be established by MDRS. School District records shall be sufficient to allow MDRS to review and monitor School District's operations. Records shall be set up and maintained in accordance with Generally Accepted Accounting Principles. Purchases shall be conducted according to State purchasing and procurement regulations. Further, School District shall comply with the audit provisions of Public Law 104-156, and any rules promulgated pursuant thereto. For purposes of complying with the requirement of P. L. 104-156, the Catalogue of Federal Domestic Assistance (CFDA) number for the federal funds provided under this agreement is 84.126.
3. *Record Retention/Access to Records.* MDRS, any State agency authorized to audit MDRS, the Rehabilitation Services Administration, and the Comptroller General of the United States or the duly authorized representative of any of the above, shall have the right of access to any books, documents, papers or other records of School District which pertain to the performance of the obligations under this agreement, in order to make audit, examination, excerpts and/or transcripts. These records shall be retained for at least three (3) years from the date of completion of the terms of this agreement; however, if any litigation or other legal proceeding, by or on behalf of the State or Federal Government has begun and is not complete at the end of the abovesaid three (3) year period, or if audit

findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the above said three (3) year period, all records shall be retained until such time as such proceedings are resolved.

- L. Resolution of Disputes. Any dispute concerning a question of fact under this agreement which cannot be resolved by ordinary means shall be decided by the Executive Director of MDRS and the Superintendent of School District or such persons as they designate. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, State of Mississippi. Pending final decision of a dispute, School District shall proceed diligently with the performance of this agreement.
- M. Severability. Should any term or provision of this agreement be found to be prohibited by the laws of the United States or the State of Mississippi, or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms, conditions and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.
- N. Suspension and Debarment. School District certifies that its organization and its principals are not suspended or debarred or otherwise excluded from or ineligible for participation in Federal assistance programs.
- O. Termination for Convenience.
 - 1. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this agreement in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to School District specifying the part of the agreement terminated and when termination becomes effective.
 - 2. *School District's Obligations.* School District shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination School District will stop work to the extent specified. School District shall also terminate outstanding orders and subcontracts as they relate to the terminated work. School District shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct School District to assign School District's right, title, and interest under terminated orders or subcontracts to the State. School District must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- P. Termination for Default.
 - 1. *Default.* If School District refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in this agreement or any extension thereof, or otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, the Agency Head or designee may notify School District in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate School District's right to proceed with the agreement or such part of the

contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. School District shall continue performance of the agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. *School District's Duties.* Notwithstanding termination of the agreement and subject to any directions from the procurement officer, School District shall take timely, reasonable, and necessary action to protect and preserve property in the possession of School District in which the State has an interest.
3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due School District such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, School District shall not be in default by reason of any failure in performance of this agreement in accordance with its terms (including any failure by School District to make progress in the prosecution of the work hereunder which endangers such performance) if School District has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, School District shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit School District to meet the contract requirements. Upon request of School District, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, School District's progress and performance would have met the terms of the agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience."
5. *Erroneous Termination for Default.* If, after notice of termination of School District's right to proceed under the provisions of this clause, it is determined for any reason that the agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in

addition to any other rights and remedies provided by law or under this agreement.

Q. Transparency. This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by School District as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

R. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

VI. **Notice.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Program Specialist]

School District: Genna McAlpin, Director of Special Education
Tupelo Public School District
903 Fillmore Street
Tupelo, MS 38801

Any other correspondence concerning this agreement (invoices, technical/programmatic matters, etc.) shall be directed as follows:

MDRS: Laurie Sherrill, OVR Program Specialist
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698
lsherrill@mdrs.ms.gov

VII. Entire Agreement. This agreement and any document attached hereto or incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings and agreements, whether written or oral, between the parties hereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____
Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services

DATE

By: _____
Dr. Rob Picou, Superintendent
Tupelo Public School District

EXHIBIT A

TRANSITION PARTNERSHIP PROGRAM

The Transition Partnership Program (TPP) is collaboration between local school districts and the Office of Vocational Rehabilitation (OVR). TPP is for the purpose of successfully transitioning high school students with disabilities into meaningful employment and/or post-secondary education. The Transition Partnership Programs are administered through contractual agreements with local school districts. Under these agreements, OVR assigns a Vocational Rehabilitation (VR) counselor to the school district, and both OVR and the local school district contract together to provide a Transition Coordinator. The Transition Coordinator is actively involved with the students, the local school district and VR counselor. Services include decision-making skills, interest assessment, career exploration and job preparation. The VR counselor determines eligibility and provides enhanced vocational rehabilitation services. The local Transition Coordinator provides exclusive training and enhanced vocational programming to enable students to achieve employment utilizing community-based instruction, vocational and work-site training, job placement, and follow-up services upon graduation.

The Transition Coordinator works in cooperation with the Vocational Rehabilitation counselor, school district personnel, community based agencies and community business members. The Transition Coordinator will provide, in self-motivated manner, both at the school and job sites, active support to students with various disabilities. Transition Coordinator services include individualized services that are directly related to assisting students in entering and maintaining competitive integrated employment in the community for VR eligible clients.

Transition Coordinator services do not include or supplant any activities or services ordinarily provided by the schools including regular classroom teaching, substitute teaching, being a hall monitor, facilitating as a test proctor, behavior specialist, or any other functions not directly related to placing students into employment.

TRANSITION COORDINATOR DUTIES:

Depending on individual student needs and as appropriate to each student, Transition Coordinator Duties may include, but not be limited to the following tasks:

- Consumer Assessment
 - Gather existing assessment/evaluation information for the purpose of sharing with the VR Counselor;
 - Collect data and maintains confidential and accurate case files for students; and
 - Observe students during on campus school work experience, during classroom activities, and during school related activities such as community outings.
- Job Exploration (Pre-ETS)
 - Discuss work preference, work site, and work settings with students;
 - Help students realize their job choice/preference, work strengths, response to instruction/training methods, communication needs to VR Counselor, job modification needs, response to coworkers, endurance, speed, reinforcement needs, etc. to ensure a good

- job match;
 - Talk with employers about traditional job openings and opportunities for job sharing and job carving/creation;
 - Coordinate job shadowing and mentoring; and
 - Maintains records and documentation of active and inactive employers.
- Job Placement
 - Match students' strengths and abilities to specific jobs duties;
 - Assist in training plans when appropriate to help student learn job duties;
 - Help students develop strategies to maintain their employment; and
 - Work with students to assess their transportation needs.
- Assistance with Coordination of Job Related Supports
 - Help orient students to the community (travel option and travel programs);
 - Establish rapport with supervisors, coworkers, and family;
 - Reassess students' compatibility to their job placement;
 - Help students identify and use natural supports in the work environment;
 - Help students learn their training schedule; and
 - Assist students in using self-management strategies.
- Related Work as Required by the VR Counselor
 - Collaborate with the VR Counselor to provide Pre-employment Transition Services (Pre-ETS) to students;
 - Provide monthly reports to the VR Counselor;
 - Identify and refer to the VR Counselor students with disabilities who are not receiving special education services;
 - Identify and refer to the VR Counselor students who can benefit from postsecondary education/training; and
 - Participate in and continue professional growth through attending meetings and trainings (VR district meetings, collaborative meetings and trainings with schools personnel and VR staff, etc. as assigned).

MINIMUM EXPERIENCE/EDUCATIONAL REQUIREMENTS:

- High School graduate with additional trade or vocational training or equivalent
- A minimum of two years of paid related work experience
- Knowledge of distinguishing qualities of special education populations
- Experience with computer word processing, database and spreadsheet applications
- Ability to organize daily tasks, clerical functions and schedules
- Valid Mississippi driver's license and ability to provide own transportation
- Availability to work scheduled hours outside of regular work/school day, if appropriate
- Ability to work in a flexible, cooperative and professional manner; project good interpersonal communication skills; work independently, prioritizing tasks, and utilizing effective time management skills

OTHER QUALIFICATIONS DESIRED:

- Experience working in a school setting
- A minimum of two years of college work in special education, vocational education or rehabilitation course

EXHIBIT B

BUDGET

Full-time Position Position Title- Transition Coordinator	Cost to MDRS 50%	Cost to School District 50%	Total Cost
Salary			
Fringe Benefits (Health, FICA, etc.)			
Travel			
Staff Development			
Total Cost			

EXHIBIT C

PERFORMANCE MEASURES

The following objectives apply to students who receive combined services from the Transition Coordinator and the Vocational Rehabilitation (VR) Transition Counselor.

School District

1. Each Transition Coordinator must complete and provide a separate monthly report on each VR client to the VR Counselor.
2. Each Transition Coordinator must provide Pre-ETS and job-related services/supports to a minimum of **twenty** (20) students during the current school year. This may include students who are VR clients and students who are identified as potential VR clients by the VR counselor.
3. Each Transition Coordinator must show that at least **two** (2) individuals are in competitive integrated employment or higher education at program exit.

An unmet objective may impact the terms of future Transition Coordinator contract renewal.