

THE NEW MEXICO MENTORING DIVERSE ABILITIES PROGRAM
OF THE DIVISION OF VOCATIONAL REHABILITATION
OF THE NEW MEXICO PUBLIC EDUCATION DEPARTMENT
AND THE GADSDEN INDEPENDENT SCHOOL DISTRICT

COOPERATIVE AGREEMENT NO.

This Agreement is entered into between the New Mexico Mentoring Diverse Abilities Program of the Division of Vocational Rehabilitation (DVR) of the NM Public Education Department, hereinafter referred to as Agency, under the Individual with Disabilities Education Act (P.L. 105-17) the NM Public Education Department, and the Gadsden Independent School District hereinafter referred to as "Parties" who jointly agree as follows:

I. Purpose of Agreement:

The Purpose of this agreement is to coordinate services between the NM Mentoring Diverse Abilities Program and the Gadsden Independent School District. The Transition Services regulation Section 300.346 (b)(2)(ii) and the Individuals with Disabilities Education Act of 1997 provide for the provision of "a coordinated set of activities for a student, designed within an outcome-oriented process, which promotes movement from school to post school activities..." The Transition and the IEP Connection section 614 (d)(1) and the Individuals with Disabilities Education Act of 1997 states that "Beginning when a student is 14, and annually thereafter, the student's IEP must contain a statement of his or her transition services needs under the various components of that IEP that focus on the students courses of study..." and also "Beginning at age 16 (or younger, if determined by the IEP team), a statement of needed transition services for the child, including when appropriate, a statement of the inter agency responsibilities or any needed linkages...". The NM Mentoring Diverse Abilities Program provides mentoring services that can help students determine their educational and or vocational goals. The NM Mentoring Diverse Abilities Program goal is to increase, maintain, and improve transition students with disabilities opportunities to achieve their educational and vocational goals regarding free appropriate public education (FAPE) in a least restrictive environment (LRE) as defined in the students' individual educational programs (IEP) and individual Transition Plans.

II. Target Group:

Individuals to be served under this agreement will be individuals with disabilities, between the ages of 14 to 21 years going through transition, determined as eligible for special education programs under the Educational Standards for New Mexico Schools and the Individuals with Disability Education Act of 1997 (P. L. 105-17.)

III. Scope of Services:

Individuals with disabilities, 14 to 21 years old in special education programs that will be going through transition to post school activities, will be served through this agreement provision of mentoring services.

IV. Responsibilities:

A. The NM MENTORING DIVERSE ABILITIES PROGRAM agrees to:

1. Identify, make available, and train mentors to assist with educational, vocational, and personal accommodations to help transition-age youth and their families.
2. Assist high school students with disabilities with transition preparation for post school activities based on their IEP on an annual basis by matching them with youth and young adult mentors with disabilities.
3. Coordinate under appropriate policies and procedures campus visits to inform transition students of post secondary education course reviews, scholarship and or financial assistance, and application processes.
4. Identify and coordinate assistive technology services to meet the individual educational needs of the students with disabilities.

B. The Gadsden Independent School District agrees to:

1. Implement appropriate policies and procedures for obtaining mentoring services as in the Scope of Services, by qualified personnel, such as therapists, and teachers to meet the individual educational needs of students with disabilities and associated family members, and other parties associated with the activities in school, home, work and/or community transitioning.
2. Identify and place in job sites special education juniors and seniors students who can benefit from paid work experiences.
3. Supervise and provide job coaching for special education juniors and seniors students so that they may benefit from paid work experiences.
4. Provide numbers to Diverse Mentoring Program.
5. Hire and supervise a part-time job coach.

V. Compensation:

- A. The Agency shall pay to the Contractor reimbursements for expenses for personal and related travel on quarterly payment schedule to address the agreement job development and monitoring responsibilities rendered not to exceed \$12,000 compensation, per year.
- B. The Agency shall pay to the Contractor reimbursements for expenses for 30 special education juniors' and seniors' student work experience of up to 100 hours per student at \$6 per hour including FICA and Workman Compensation. Individual student paid work experience reimbursement shall not to exceed \$600 per student per school year. Total amount of expenditures rendered not to exceed \$18,000 compensation, per school year.
- C. The total amount of the monies payable to the Agency under this Agreement, including gross receipts tax and expenses, shall not exceed \$30,000 per year. Further monies may be reviewed if student placements exceed 30.
- D. The Agency shall pay the Contractor upon receipt of a detailed statement of accounting for deliverables performed and expenses incurred hereunder.

VI. Terms of Agreement:

This Agreement shall become effective on the date when signed by all parties and shall terminate on **May 30, 2009**.

VII. Termination:

Any party may terminate this Agreement by notifying the others in writing at least 60 days prior to the intended date of the termination. In the event that Federal or State laws are amended or judicially interpreted so as to render fulfillment of this agreement on the part of any of the parties impossible, NM Mentoring Diverse Abilities Program and the Gadsden Independent School District shall be discharged from further obligations under the terms of this Agreement.

VIII. Confidentiality:

Confidentiality of information provided to or developed by NM Mentoring Diverse Abilities Program and the Gadsden Independent School District in the performance of this Agreement shall be maintained. Students and Parent or Guardian, where appropriate, shall sign a release for the Gadsden Independent School District to provide information for evaluation and other documents involving use of mentoring services. Any documents regarding mentoring services developed by the Gadsden Independent School District shall be subject to inspection by the NM Mentoring Diverse Abilities Program.

IX. Records and Audit:

The Gadsden Independent School District shall maintain detailed records regarding mentoring services. These records shall be subject to inspection by the DVR. Participating member school districts and state-operated schools of the Gadsden Independent School District shall maintain these records for at least three (5) years following termination of this Agreement. These records consist of referrals to the mentors and contacts they may have made.

X. Product of Services: Copyright:

All materials developed or acquired by the Gadsden Independent School District under this Agreement regarding mentoring services shall become the property of the State of New Mexico and shall be delivered to the NM Mentoring Diverse Abilities Program no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Gadsden Independent School District under this Agreement shall be the subject of an application of copyright by or on behalf of the Agreement.

XI. Amendments:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XII. Scope of Agreement:

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereto and all such agreements, covenants and understandings that have been merged into this written Agreement. No prior agreements or understandings concerning the Scope of Service, verbal or otherwise, of parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XIII. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

XIV. Dispute Resolution

Disagreements arising out of or relating to this agreement will be resolved according to the following procedures:

- A. The parties will attempt to resolve any disagreement informally at the lowest level of administration at which the issues can be resolved. The levels of administration for the NM Mentoring Diverse Abilities Program are the Program Director, the Deputy Director of DVR for special program services, the Assistant Secretary of DVR and the State Secretary of Education. At each level the parties will attempt in good faith to resolve any disagreement through discussions between representatives who have authority to settle the controversy.
- B. Either party may give the other written notice of any dispute not resolved informally pursuant to the above procedures. Such notice shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the person(s) who will be representing that party and of any other person(s) who will accompany the representative. Within 15 days after delivery of the notice to the office of a person who has authority to resolve the controversy, the receiving party shall respond with (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the person(s) who will represent that party and of any other person(s) who will accompany the representative(s). Within 30 days after delivery of the initial notice, the representatives of both parties shall meet or confer by telephone or other means at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.
- C. The State Secretary of Education shall be the final administrative authority for the resolution of any disputes under this agreement. If a complete resolution would require action by the State Board of Education to revise its regulations or amend its official policies, the State Superintendent may agree to recommend action with the understanding that the State Board has the discretion to adopt, modify or decline the Superintendent's recommendations.
- D. Each party is required to perform its obligations under this agreement and other applicable laws and regulations pending the resolution of any dispute relating to this agreement. In particular, the Educational Agency's provision of any disputed service to ensure the provision of timely services to an IDEA-eligible student as required by 34 CFR Sec. 300.142(b)(2) will not be construed as a waiver of any claim for assistance from NM Mentoring Diverse Abilities Program under this agreement.

Attachments:

**FOR THE GADSDEN INDEPENDENT SCHOOL DISTRICT:
APPROVED BY:**

Superintendent

DATE

**FOR THE NEW NM PUBLIC EDUCATION DEPARTMENT
DIVISION OF VOCATIONAL REHABILITATION
RECOMMENDED BY:**

Director of New Mexico Diverse Abilities Program

DATE

APPROVED BY:

Dr. Catherine Cross Maple
Assistant Secretary for Vocational Rehabilitation

DATE