

INTERAGENCY AGREEMENT
MCCRACKEN COUNTY SCHOOLS
and
EASTER SEALS WEST KENTUCKY

The McCracken County Schools and Easter Seals West Kentucky, Inc. (ESWKY) shall enter into this agreement on July 1, 2010 and shall agree to the following statements in regard to the provision of the Community-Based Work Transition Program (CBWTP).

I. GENERAL

A. McCracken County Schools will contract with ESWKY for the provision of a Community-Based Work Transition Program to assist students with disabilities to determine a vocational goal and to assist in placement for those transitioning students as approved by the Office of Vocational Rehabilitation (OVR).

B. If a student is not paid while in a competitive job site (in job sites where other people do not typically volunteer their labor), the school district, ESWKY, and the employer shall comply with guidelines established by the United States Department of Labor and the United States Department of Education, Office of Special Education and Rehabilitative Services

C. Students may be paid during any stage of the CBWTP, when the employer, ESWKY, and the school deem it appropriate, if they are paid, employers must comply with all aspects of the FLSA.

D. Under certain conditions, students can be placed in community-based vocational options without pay. In such cases, the student and their family/guardian must be fully informed and voluntarily agree to participate in non-paid job sites.

E. The employer must not derive an immediate benefit from the relationship with the student and the school. Employers cannot displace workers and replace them with non-paid students. Employers cannot fill vacant positions with non-paid students.

G. A Worksite Agreement Form will be used for each job site in which a student does not get paid. This will ensure that all parties are knowledgeable of the Department of Labor guidelines and agree to follow them.

H. ESWKY will be reimbursed monthly by McCracken County Schools for services if they been previously authorized by the OVR counselor and/or the Director of Special Education.

I. Invoices will be submitted to the Director of Special Education on/or before the first Wednesday of each month.

J. At the end of each month, ESWKY will develop a billing packet for each student.

K. The annual payment by the McCracken County Schools for the CBWTP services shall not exceed \$27,300.00 in addition to appropriate Federal matching funds.

L. Prior to initial contact with a student, the McCracken County Schools will provide ESWKY with an Application for Services, a Personal Data Sheet, the name of the caseload teacher, and ARC Chairperson Names

M. McCracken County Schools will provide required documentation in order to provide services.

N. In addition to CBWTP services, McCracken County Schools will reimburse ESWKY mileage at the state rate per mile not to exceed 5000.00.

II. LIABILITY

A. Students are covered by school accident insurance.

B. If a student causes some form of property damage or personal injury while on the job site, the school district's general liability policy will cover this situation.

III. EMPLOYMENT SPECIALIST

A. ESWKY will employ a qualified Employment Specialist who can meet the expectations outlined in the Job Description

B. The Employment Specialist represents the school district and ESWKY in the community and his/her performance reflects upon the community's perception of the school district, McCracken County Schools and ESWKY.

C. The Employment Specialist will participate in CBWTP Personnel Training annually.

D. The Employment Specialist will collaborate with the student's caseload teacher to construct the student's schedule of participation in the CBWTP.

E. The Employment Specialist will participate in all ARC/IEP meetings of students.

F. The Employment Specialist will make an initial and a minimum two follow-up contacts with the parent or guardian.

G. The Employment Specialist will keep an on-going log of activities which includes dates, and descriptions of activities

H. The Employment Specialist will maintain all appropriate documentation in individual folders

I. ESWKY agrees to cover all expenses with regard to the Employment Specialist except for mileage and costs covered by the CBWTP program

IV. BILLABLE EXPENSE

All services billed must be specific to a particular student and must pertain to the student's participation in the CBWTP. Billable services are:

A. ON-SITE ACTIVITIES -Time spent providing vocational assessment activities, through situational assessment in community-based, integrated job setting. The evaluation will result in an evaluation report which summarizes evaluation activities, vocational strengths, weaknesses and recommendations for employment.

B. TRAVEL/TRANSPORT TIME - Time used in either traveling to an evaluation site, to a meeting about the participating student, to the student's home or in transporting the student to any location related to participation in the CBWTP.

C. STUDENT PROGRAM DEVELOPMENT - Time spent developing appropriate instructional plans (task analysis, picture checklists, audio directions, etc.) related to the student's job site(s). Individualized Transition Planning, Individual Education Program development, and other required school documentation is reimbursable.

D. EMPLOYMENT RELATED ADVOCACY - Time spent advocating for the student only with persons at the job site and only for the purposes directly related to the job. These persons could include employers, supervisors, co-workers, and customers.

E. EMPLOYMENT RELATED ADVOCACY - Time spent advocating with persons at the work site or where services need to be coordinated to ensure successful employment. These persons could include parents, bus drivers, school personnel, case managers, etc.

F. STUDENT SPECIFIC JOB DEVELOPMENT - time spent developing evaluation/training placement sites for each student, including phone calls and visits to employers.

G. RECORD KEEPING - Time spent completing required reports for DVR. This amount should be no more than 10% of the monthly billing.

H. REIMBURSABLE TIME - Time spent in specific activities that are reimbursable will be totaled according to the cap on the number of hours in each specific category.

I. ACTIVITIES THAT ARE NOT REIMBURSABLE include time spent in any school-based activity provided whether or not the student was in the CBWTP (such as any meeting convened by the Admissions and Release Committee). Professional development for Employment Specialists is another non-billable activity.

V. REFERRALS

A. Students may be referred to the CBWTP by teachers, parents, OVR Counselor, or the student

B. Students must have IEP objectives stating that the student will participate in the CBWTP. Specific work areas such as retail, food services, etc. must be listed. All areas should be the student's informed choice.

C. Final selection of student participants whose costs will be reimbursed by OVR is the sole responsibility of the OVR Counselor.

D. Students may participate in this program solely sponsored by the McCracken County Schools.

VI. TRANSPORTATION

A. Students may be transported to/from the job site by the job trainer. The Job Trainer will be covered under ESWKY during transport.

B. Students may use public transportation to get to/from the job site, as appropriate.

VII. TIME RECORDS SHEET AND REQUIRED DOCUMENTAION

- A. The Employment Specialist will keep a time record sheet on each student serviced in the CBWTP. The time record sheet is kept monthly for each student. Time is documented in quarter hour increments.
- B. The Employment Specialist will maintain a monthly summary of CBWTP activities for each student
- C. The Employment Specialist will submit a detailed travel log to the school and be reimbursed at the current ESWKY mileage rate

VIII. EVALUATION

- A. All evaluation sites must be fully integrated places of work in the community. The CBWTP is designed with the intended outcome of integrated, competitive employment. Therefore, training should not occur in a sheltered or institutional setting. School settings should not be used as evaluation sites.
- B. The Employment Specialist, at the end of the evaluation stage with the assistance of the caseload teacher, must submit a vocational evaluation.
- C. If during the evaluation process, it is found that the student is unable to enter employment, the student may remain in CBWTP only with the school district's approval.
- D. If during the evaluation, the student is found capable of and is interested in pursuing post-secondary training, the student is no longer eligible for CBWTP.

IX. TRAINING

- A. Upon completing the evaluation stage of CBWTP, the OVR Counselor will issue an authorization for training, stating how many training hours he/she is authorizing the schools to provide each month.
- B. All training sites must be fully integrated places of work in the community. The CBWTP is designed with the intended outcome of integrated, competitive employment; therefore, training should not occur in a sheltered or institutional

setting. School settings should not be used as training sites, unless there is reasonable expectation of employment upon graduation.

C. Students may work at the same job for the entire length of the training stage, or may work at a number of jobs during this phase.

D. If the student is not being paid, follow the guideline of 120 training hours established by the Department of Labor.

F. When the student has made a vocational goal selection and moves into paid employment, the OVR Counselor will develop the Individually Written Rehabilitation Plan (IWRP) to outline needed services.

X. JOB PLACEMENT

A. The goal of the CBWTP is for the student to be employed at a competitive job in an integrated community work site upon exiting school.

B. The Employment Specialist will assist the student in identifying and obtaining supports needed for them to function as independently as possible in the community.

C. The Employment Specialist will complete a Job Placement Report

D. The Job trainee will be an active participant in Transition Planning.

XI. CONFIDENTIALITY

The McCracken County School and ESWKY shall maintain the confidentiality of any and all students participating in the CBWTP.

XII. TERMINATION

This agreement will be terminated at the end of the school year in which it took effect, except that it may be terminated earlier by said party giving a sixty (60) day prior written notice to the other party of its intentions to terminate the agreement, with such written notice to contain a statement for the reason(s) for the termination of the agreement.

AGREEMENT ACCEPTANCE

Witness whereof the McCracken County Schools and Easter Seals West Kentucky have executed this agreement on the date set forth, with such an agreement continuing until the end of the current school year, provided the agreement is not terminated as provided for above.

McCracken County Schools

Superintendent Date

Director of Special Education Date

Easter Seals West Kentucky

Vice President of Adult Services Date

Manager of Employment Connections Date