

B
 BROKEN ARROW R PUBLIC SCHOOLS
Educating Today R *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 7/28/2022

Contract/Agreement Vendor: OU BOARD OF REGENTS / NCDT - JUDI GOLDSTON
 Name of Vendor & Contact Person
 jgoldston@ou.edu
 Vendor Email Address
 RENWAL provide support and coordination
 regarding Pre-Employment Transition Services
 (Pre-ETS)

Summary
SPED TRANSITION STUDENTS
 Reason/Audience to benefit
 8/8/2022 \$0
 BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: DAYENE THORNTON

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Daylene Thornton*
Daylene Thornton (Jul 28, 2022 09:51 CDT)

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member: *Karla Dyess* _____

Funding Source: _____
Fund/Project OCAS Coding

- Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)
- Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Mr. Chuck Perry

From: Daylene Thornton

Date: 7/28/2022

Re: RENEWAL Agreement with OU Board of Regents / National Center for Disability Education and Training (NCDET)

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and the OU Board of Regents' National Center for Disability Education and Training (NCDET). NCDET agrees to provide support and coordination between OKDRS and BAPS regarding Pre-Employment Transition Services (Pre-ETS). There is no cost to the district. -D. Thornton

SUMMARY

NCDET agrees to provide services using its "Pre-ETS Toolkit" to increase participation in transitional services. These services aid in the success of IEP students whose disabilities might otherwise hinder their success and independence in post-graduate life.

FUNDING

There is no cost to the district.

ENCLOSURE/ATTACHMENTS

Agreement

**Pre-Employment Transition Services Coordination
Pre-ETS
COLLABORATIVE AGREEMENT
FY 2023**

SECTION I - PURPOSE

This Collaborative Agreement (“Agreement”), effective as of the latest date of signature of all Parties or the 1st day of July, 2022 whichever is later, is entered into by and between the following Parties, also referred to herein as “Team Members” to promote collaboration in the delivery of Pre-Employment Transition Services (also referred to herein as Pre-ETS) for students with a documented disability transitioning from secondary school to post-secondary education programs and/or competitive employment; for individuals with disabilities who are enrolled in secondary education and are eligible, or potentially eligible, to receive vocational rehabilitation services (VR) provided by Oklahoma Department of Rehabilitation Services (DRS).

- **Broken Arrow Public School** (also referred to herein as “Host School”);
- The Board of Regents of the University of Oklahoma, by and through University Outreach/College of Continuing Education’s **National Center for Disability Education and Training** (also referred to herein as “NCDET” or “University”).

The Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), and the Individuals with Disabilities Education Act (IDEA), as amended, all require a formal mechanism in place to ensure coordination of transition services that are needed to provide a free appropriate public education to students with a documented and to ultimately transition students with documented disability to competitive integrated employment or post-secondary education.

The OBJECTIVE of this Agreement seeks to:

- Increase coordination between the Parties to identify and prepare students with a documented to move to post-secondary education and/or competitive integrated employment; based on student need, considering strength, preferences, and interests.
- Improve transition planning by DRS and local education agencies (LEAs) for student with disabilities to facilitate the development and implementation of that individual’s education program.
- Strengthen relationship between the Oklahoma State Department of Education (OSDE), Oklahoma Office of Workforce Development (OOWD), LEAs, higher education entities, and businesses to facilitate successful outcomes for students a documented disability.
- Engage, involve and educate families to increase student success in post-school activities.
- Increase the number of students reaching their individual education plan (IEP) and the DRS individual plan for employment (IPE) goals.
- Increase professional learning opportunities and share resources.

- Increase job training and education opportunities for people who have traditionally faced barriers.

TERM

The Parties agree that the effective period of this Agreement shall be the latest date of signature of all Parties, or July 1, 2022, whichever is the latter, through June 30, 2023.

This Agreement may be renewed for two (2) additional twelve-month periods. Any renewals are contingent upon the Department of Rehabilitation Services renewing the Pre-Employment Transition Services Agreement with the University.

SECTION 2 – DEFINITIONS (for the purpose of this agreement):

2.1 Workforce Innovation and Opportunity Act (WIOA): Reauthorizes the Rehabilitation Act of 1973 as amended, that established VR (29 U.S.C. § 701 et seq.) and creates the Pre-ETS set-aside (29 U.S.C. § 730 (d)).

2.2 Vocational Rehabilitation (VR): a federal program which promotes, assesses, plans, develops and provides services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, so they may prepare for and engage in gainful employment, as required by the Rehabilitation Act.

2.3 Oklahoma Office of Workforce Development (OOWD): carries out the vision of the Governor's Council for Workforce and Economic Development, provides technical assistance and coordinates strategic priorities and plans across education, training and economic agencies. Works to align and connect education and workforce resources, remove workforce barriers and better support Oklahoma employers and jobseeker.

2.4 Individual Education Plan (IEP): a written statement of the educational program required by IDEA for a student with a disability designed to meet the student's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the student and to describe the specialized instruction and services the school district will provide for the student.

2.5 Individual Plan for Employment (IPE): is required by the Rehabilitation Act, and is the roadmap developed jointly by the student and the Vocational Rehabilitation counselor to help the student with a disability reach a specific competitive, integrated employment goal.

2.6 Individuals with Disabilities Education Act (IDEA): is designed to ensure that all students with a documented disability have available to them a Free and Appropriate Public Education (FAPE) that provides special education and related services designed to meet their unique needs and to prepare them for further education, employment and independent living; federal act codified at 20 U.S.C. § 1400 et seq.

2.7 Local Education Agency (LEA): a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district or counties recognized in a state as an administrative agency for its public elementary schools or secondary schools; codified at 20 U.S.C. §1401 (19).

2.8 A student with a disability: is an individual who is in an educational program; and

meets certain age requirements; and is eligible for and receiving special education or related services under IDEA; or is an individual with a disability for purposes of section 504 of the Rehabilitation Act.

2.9 Potentially Eligible: students with a documented disability, including individuals ages 14-21 who have not applied or been determined eligible for VR services.

2.10 Competitive Integrated Employment: employment for an individual with a disability that is, among other things, compensated at a rate not lower than the minimum wage and is customary for the occupation and where the individual interacts with other persons without disabilities.

2.11 Pre-Employment Transition Services (Pre-ETS): activities provided through a subset of transition services, in partnership with LEAs, to help students, and potentially eligible students, with disabilities develop skills leading to success in employment and independent living after high school. These learning experiences are designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, financial literacy, and self-advocacy education to improve social and independent living skills. Pre-ETS are defined and authorized in accordance with 29 U.S.C. § 733.

The following are examples of activities that fall into the five required *Pre-ETS* categories:

- **Job Exploration Counseling:** discussion, activities, vocational evaluations or assessments on in-demand job opportunities intended to foster motivation and informed decision-making.
- **Work-Based Learning** – research and knowledge of work site tours, job shadowing, mentoring, internships, apprenticeships, short-term employment, volunteering, and on-the-job trainings;
- **Counseling on Post-Secondary Opportunities**—discussion and activities regarding college and other -post-secondary opportunities, academic and occupational training needed to succeed in the workplace, and providing resources that may be used to support individual student success in education and training, such as disability support services and financial aid;
- **Workplace Readiness Training** (can be in a simulated or "real" work setting) - teaching social skills and independent living skills necessary to prepare for eventual employment, such as communication and interpersonal skills, financial literacy, transportation options, job-seeking skills, understanding employer expectations, and other "soft" skills necessary for employment; and
- **Self-advocacy**—training on rights and responsibilities; how to request accommodations or services and supports; communicating thoughts, concerns, and needs; peer-mentoring opportunities; and participating in leadership activities offered in educational or community settings.

SECTION 3 – RESPONSIBILITIES:

The Host School:

The school plays a significant role in the success of providing and coordinating transition services, specifically employment readiness instruction for students with a documented Broken Arrow Public School FY23

disability. Schools are bound by the specific content in the Individuals with Disabilities Education Act (IDEA) for the provision of secondary transition services and by coordinating services with other agencies who will pay for or provide transition services. *Pre-Employment Transition Services are not meant to reduce the responsibility of schools to provide transition services. The intent is to enhance the resources available to students with a documented disability through collaboration. Host School understands and agrees that they will not be reimbursed by the University for any costs incurred as part of the Pre-ETS program.*

The Host School will:

- Upon receipt of proof from NCDDET that all NCDDET personnel participant under this Agreement have passed the criminal background record check, allow the NCDDET Pre-ETS staff access to DRS potentially eligible students with a documented disability and/or DRS clients (in a group setting or one-on-one) to whom they can provide Pre-ETS instructional activities;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- be responsible for collecting written parent authorization to allow their student to participate in Pre-ETS activities;
- ensure school staff and/or a classroom teacher is present and assisting to ensure the highest engagement of the students;
- communicate to the NCDDET Pre-ETS staff and DRS (if applicable) any concerns brought forth by a student;
- provide information to assist staff providing Pre-ETS activities that will support the learning needs, adaptations, and/or modifications of program participants;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and Pre-ETS staff;
- work collaboratively to increased number of students obtaining their IEP and IPE goals;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

NCDDET:

The University of Oklahoma Outreach is a lifelong learning organization dedicated to helping individuals, businesses, groups, and communities transform themselves through knowledge. *Established in 1965, the **National Center for Disability Education and Training** seeks to advance independent living, employment, and career opportunities for people with disabilities through innovative training and direct service.*

NCDDET will:

- work in collaboration with DRS counselor, school transition personnel, and other persons supporting DRS potentially eligible students with a documented disability and/or DRS clients to provide Pre-ETS instructional activities in groups and/or individually;
- ensure its staff are trained and experienced in working with students with a documented disability as well as developing business relationships;
- ensure its staff have successfully passed a criminal background check; and will provide the Host School proof prior to providing Pre-ETS activities,
- support the host school staff in planning for the transition of students with a documented disability from school to post-school activities;
- work in collaboration with the teacher and current transition curriculum;
- work to increase employment and/or post-secondary student success;
- work with local school districts to create greater access for students with a documented disability and remove barriers into transition programs and activities;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- encourage community work experiences that provide the opportunity for students with a documented disability to participate in skill development in community settings;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and school staff;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- communicate to Host School staff and DRS (if applicable) any concerns brought forth by a student;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

Section 4 Special Terms and Assurances**A. Insurance**

Each Party is hereby required to carry liability insurance or State of Oklahoma self-insurance adequate to compensate, in accordance with the limits of the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended, persons for injury to their person or property occasioned by an act of negligence by the party to be bound, its agents or employees. The Parties shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement, and provide evidence of such insurance and renewals upon request.

B. Equal Opportunity/Non-Discrimination

Each Party shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

Each Party are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11375. The Host School represents compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

C. Drug-Free Workplace

Each Party represents compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part § 85.600 *et seq.*

D. Modification

The Agreement may only be modified by mutual consent of the Parties in writing.

E. Cancellation

1. With Cause: In the event the Host School fails to meet the terms and conditions of the Agreement, or fails to provide services in accordance with the provisions of the Agreement, the University may, upon written notice of default transmitted via Certified Mail to the Host School, cancel the Agreement effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date the University mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law.

1. Without Cause: It is further agreed that the Agreement may be canceled by either Party by providing thirty (30) days prior written notice.

F. Access to and Retention of Records

The Host School shall maintain adequate records regarding the Pre-ETS program and student participation. Authorized personnel of the University, U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, and other appropriate state entities shall have the right of access to records of Host School which are pertinent to the performance of the Agreement, in order

to audit, examine, make excerpts and/or transcripts. The Host School shall be required to maintain all records for three (3) years after all pending matters are closed.

G. Compliance with State and Federal Laws

Each Party to this Agreement shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the each Party, without reliance on or direction by the other.

Each Party hereto agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended.

If the University notifies the Host School of a possible compliance issue, the Host School must submit an explanation to the University within forty-five (45) days of the notification. If upon receipt of the explanation the University determines the Host School is out of compliance, the Host School will have 30 days to remedy the non-compliance. If after that time the University determines the Host School has not resolved the compliance issue, the University may take any or all, but not limited to, the following options:

1. suspension of the Contract;
2. withholding of additional Contracts;
3. requiring an immediate audit of all records pertaining to the Contract;
4. the University, within 21 days of receipt of reports, shall complete review;
5. the University may choose to make an allowance on any compliance issue if appropriate documentation for the non-compliance action can be furnished.

Neither Party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Parties.

H. FERPA

Each Party to this Agreement agrees to abide by the limitations on redisclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (34 CFR 99.33(a)(2))

I. Clean Air Act

Each Party agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Host School agrees to report each violation to the University, and understands and agrees that the University will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

J. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by the Agreement are not considered employees of the University. The