

GADSDEN IND. SCH. DIST  
APR - 5 2005  
SUPERINTENDENT'S OFFICE

**The GOLD Mentor Program  
of the NM Aging & Long-Term Services Department  
and the Gadsden Independent Schools**

**ADDENDUM TO COOPERATIVE AGREEMENT NO. 00-0055**

This agreement is entered into between the GOLD Mentor Program of the NM Aging & Long-Term Services Department hereinafter referred to as "Program" and the participating member school districts and state-operated schools of Gadsden Independent Schools hereinafter referred to as "Schools," who are the Parties of this agreement, and jointly agree as follows:

**I. Purpose**

The purpose of this agreement is to implement the NM Mentoring Diverse Abilities (MDA) Program by coordinating mentoring services between Program and Schools. The parties are subcontractors of the Division of Vocational Rehabilitation (DVR) of the NM Public Education Department as lead agency for the MDA Program. The Transition Services regulation Section 300.346 (b)(2)(ii) and the Individuals with Disabilities Education Act of 1997 (IDEA) 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 [Individual Educational Plan] Connection section 614 (d)(1) and IDEA 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 interagency responsibilities or any needed linkages..." The MDA Program provides mentoring services that can help students determine their educational and or vocational goals. The MDA 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' IEPs 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 IDEA (PL 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 for provision of mentoring services.

#### **IV. Responsibilities**

##### A. Program agrees to:

1. Complete an intake form at initial meeting with each participating student.
2. Read the student's IEP and write a case summary.
3. Meet with the special education director and special education teachers, and observe at least once the student in the classroom; using the special classroom form, record observations.
4. Summarize (one paragraph) each meeting, including time, place, participants, purpose, results.
5. When possible, meet with the student's parents or guardians.
6. Assist the student with materials about vocations, careers, post-secondary education, financial aid, scholarships.
7. Participate with the student on school-sponsored fieldtrips to worksites or higher education institutions.
8. Write quarterly progress reports on each mentored student.
9. Monitor 10% of mentored students after their transition into their post-secondary experience.

##### B. Schools agrees to:

1. Implement appropriate policies and procedures for obtaining mentoring services as outlined 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 community transitioning.
2. Help identify those students in need of transition services.
3. Provide methods for referring students to GOLD mentors and sharing information about students, while preserving necessary confidentiality.

#### **V. Terms of Agreement**

This agreement shall become effective on the date when signed by all parties and may be renewed on an annual basis.

## **VI. Termination**

Either party may terminate this agreement by notifying the other 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 either of the parties impossible, Program and Schools shall be discharged from further obligations under the terms of this agreement.

## **VII. Confidentiality**

Confidentiality of information provided to or developed by Program, and Schools in the performance of this agreement shall be maintained. Students and parent or guardian, where appropriate, shall sign a release to Schools of information for evaluation and other documents involving use of mentoring services. Any documents regarding mentoring services developed by Schools shall be subject to inspection by the MDA Program.

## **VIII. Compensation**

Through this cooperative agreement, funds will not be payable to or transferred between either of the parties.

## **IX. Records and Audit**

Schools shall maintain detailed records regarding mentoring services. These records shall be subject to inspection by the Program. Schools shall maintain these records for at least five years following termination of this agreement.

## **X. Product of Services: Copyright**

All materials developed or acquired by Schools under this agreement regarding mentoring services shall become the property of the State of New Mexico and shall be delivered to the MDA Program no later than the termination date of this agreement. Nothing produced, in whole or in part, by Schools under this agreement shall be the subject of an application of copyright by or on behalf of this 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**

The laws of the State of New Mexico shall govern this agreement.

### **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 MDA 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 dispute 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, Program'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 the MDA Program under this agreement.

**For the Gadsden Independent Schools**

APPROVED BY:

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Superintendent

\_\_\_\_\_  
Date

**For the NM Aging & Long-Term Services Department**

RECOMMENDED BY:

Lynne Anker Clemmer  
Division Director

3/31/05  
Date