

**Office of Vocational Rehabilitation
Community Work Transition Program
2018-19 Memorandum of Understanding**

This Memorandum of Understanding (herein after referred to as the “MOU”) made this May 23, 2018 by and between the **Kentucky Office of Vocational Rehabilitation** at 275 East Main Street, Frankfort, Kentucky 40621 (herein after referred to as “VR”), and

Trigg County Schools

(Name of local education authority)

Of 202 Main Street, Cadiz, KY 42211

(Address of local education authority)

(herein after referred to as the “LEA”) is done so with the intent of furthering the collaborative efforts between the parties and memorialized in the *State Interagency Cooperative Agreement Between the Kentucky Office of Vocational Rehabilitation and the Kentucky Department of Education* Division of Learning Services, Office of Next-Generation Learners as mandated in the Workforce Innovation and Opportunity Act, Title IV-Amendments to the Rehabilitation Act of 1973, Subtitle B (herein after referred to WIOA) for the benefit of transition age students age 14-21, who are OVR eligible or potentially eligible students, for the Community Work Transition Program (herein after referred to as “CWTP”).

Descriptions:

VR Eligible Students: students who have applied for VR services and met the criteria for eligibility and current order of selection.

VR Potentially Eligible Students: secondary school students, age 14-21, who are currently enrolling in CWTP’s pre-employment transition services. To participate, a participation form from the school and allowable documentation is needed. Allowable documentation may include a copy of the student’s Individualized Education Plan (IEP), 504 plan, medical documentation of their existing disability, a review of school records, a statement from school staff, or case notes documenting VR counselor observation, or a letter verifying they are a Social Security benefits recipient.

I. Purpose

To define the basic tenets of the CWTP as well as delineate and clarify the rights and responsibilities of VR and the LEA for jointly implementing and carrying out the CWTP in order to provide pre-employment transition services and transition services to students with disabilities as required in WIOA, Section 113 et al, and Section 511 et al.

II. Service Description

experience possible careers that are of interest. The activities will be documented on monthly notes the ES will provide to VR by the 5th of every month.

1. Job Exploration Counseling, examples include: interest inventories, career pathways, exploring in-demand occupations, interview skills.
2. Work Based Learning Experiences, examples include: job shadowing, touring companies, job training, internships, apprenticeships, short-term employment, on the job training—learning about jobs.
3. Post-Secondary Counseling, examples include: providing information on course offerings, career options, types of trainings available, advising on academic curricula, application and admission process, completing the FAFSA, disability support services.
4. Workplace Readiness Training in the areas of social skills and independent living skills necessary to prepare for eventual employment, examples include: soft skills training, communication and interpersonal skills, financial literacy, orientation and mobility training, job seeking skills, employer expectations.
5. Self-Advocacy Instruction, examples include: rights & responsibilities, request accommodations/services/supports, communicate needs, informational interviews.

Transition Services:

The following services are available to students who are eligible for VR services and must be provided individually. Students, in their final year of high school, may participate in and progress through these services. The focus of transition services is on developing a plan to successfully exit high school and enter integrated, community employment in a vocational sector the student may have explored while participating in pre-employment transition services. Each of these services is pre-authorized on a quarterly basis, up to four quarters per year. The services will target the student's strengths, preferences, interests and needs; taking into consideration the jobs available in the local labor market. The VR counselor has the final decision on any disputes on whether or not a student may continue in CWTP or what services are appropriate. The activities will be documented on Notes the ES will provide to VR by the 5th of the month following the completion of the activity.

1. Transition Planning Meeting:

Once the VR counselor has determined the student eligible for general VR services, and determines their need for the CWTP Transition Services, an authorization for a Transition Planning Meeting is sent. During this meeting, the VR counselor, the student, school personnel, family members, and ES, will plan unique, vocationally relevant activities for the upcoming year based on the students initial expressed interests. This meeting will provide guidance to the ES on the goals of the upcoming year of the students program and the expectations of the VR counselor on how the ES will assist the student in preparing for competitive work. The meeting will clarify the expectation of weekly individualized career exploration and ongoing skills assessment and training. The ES is to work individually, on a weekly basis with the student and record the hours and activities on the monthly progress notes. This meeting

A Job Placement Report will be written and submitted for payment of \$800, once the student is working in a position that meets the guidelines and vocational goal of the IPE, the natural supports of the position allow for the ES to phase out of the job site, and the position satisfies the student. The job placement must occur prior to the student exiting high school, with the student employed competitively in an integrated environment, stable and in good standing on the job site. The Report is submitted once the student exits high school and monthly progress notes cannot be submitted for payment once the Job Placement is paid.

6. Employment Follow-up:

VR will pay for Employment Follow-up if the ES provides a report at 60 days post high school for \$200. Information will be provided on the student's current post school status, job placement, and the student has remained stable and in good standing with their employer. Should the student not attain employment that meets the guidelines above prior to exiting high school the LEA is no longer eligible for the Follow-up payment and an Adult Agency provider should be referred for continuing services post high school. Since the requirements for payment are 60 days of successful employment after training services are completed, this goal is not accomplished until after the student exits the school system and into the next fiscal year. **The service must be preauthorized before June 30.**

The VR counselor will pre-authorize all services determined to be necessary through the CMS payment system as the services are needed. VR reserves the right to return monthly progress notes prior to payment if more information is requested by the counselor, information provided on activities were deemed not vocationally relevant or appropriate, or determines a lack of sufficient documentation of the weekly activities with the student. Technical assistance should be provided to the schools if this occurs.

For VR purposes, a successful transition to employment will be considered when the student has maintained a competitive integrated employment placement consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice in the most integrated setting at minimum wage or above for a minimum of sixty (60) days after exiting school.

Exceptions or changes to the program may be necessary in extenuating circumstances and may be made if substantial documentation is provided and approval in writing is submitted by the VR Plan Administrator or Program Director.

III. Rights and Responsibilities

The LEA agrees to:

12. Ensure that services billed for are submitted on the appropriate billing form as described in the Manual, to the VR counselor by the 5th of each month with supporting signatures and documentation attached (see #11 above).
13. Performance expectations are: the ES will work with each student referred and will ensure the mandatory components of the program are provided to remain a CWTP. The ES will maintain accurate records and provide the pre-authorized services to the maximum extent possible for a successful program in providing a variety of opportunities to the students referred.
14. Actively partner with HDI to attend additional trainings/meetings at HDI; to develop and implement Support Plans if the CWTP fails to achieve expectations; and construct timetables to address individual program needs should the quality of services require improvement.
15. Demonstrate progress towards meeting the goals of Support Plans within the designated timetables.
16. Should the Support Plans be unsuccessful as defined by their individualized expectations, the LEA will sit out of the program for no less than one year.
17. Allow HDI access to provide individual program evaluations, program audits and technical support as necessary.
18. Ensure that the CWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI no later than 6/30.
19. Ensure that the ES be allowed a private space for confidential discussions with the students, a locking file cabinet for maintaining confidential information, and computer access with internet to allow for work product such as resumes, applications, labor market research, etc.

VR agrees to:

1. Pay pre-authorized services for each student identified and participating in the program once the service has been provided.
2. Provide administrative supervision of ES in cooperation with the LEA. A designated Program Administrator (PA) will ensure policies and procedures are maintained statewide. PA will make certain all parties involved with CWTP are trained appropriately and support given where needed. PA will review components during mandatory training on a yearly basis. PA will provide guidance and assistance to LEA and VR staff. PA will ensure expenditures are appropriate, solely for VR consumers deemed appropriate for the program.
3. Assign a minimum of one (1) counselor to each LEA participating in the CWTP. Counselor will provide guidance to the ES on developing an appropriate unique CWTP for each student participating in program. Counselor will pre-authorize approved services and maintain all supporting documentation are received and approved prior to payment of requested funds. Should the counselor position assigned to the LEA be vacant, the VR local manager or a designee, in coordination with the VR assistant assigned to the CWTP will continue the program until such a time as the counselor position is filled.

- D. Choice of Law and Forum Provisions. All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this MOU shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.
- E. Access. The LEA, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.
- F. Confidentiality. Personnel employed by VR and the LEA assigned to provide cooperative services to participants with disabilities will have access to confidential information that has been provided through the appropriate legal procedures of the respective agencies. No information will be re-released by either party without the informed written consent of the program participant, except as allowed or authorized under applicable state or federal law.

All parties agree that any information disclosed by VR pursuant to this MOU is CONFIDENTIAL pursuant to 34 CFR 361.38 and any and all other relevant and applicable federal and state statutes and regulations. Disclosure of any information covered under this MOU to any party unauthorized by VR to receive said information may result in termination of this MOU and any and all other relevant and applicable penalties and sanctions to the disclosing party.

In the event of termination of this MOU, the LEA hereby agrees to immediately return any confidential VR consumer information held by it. The LEA agrees to return said information no later than two (2) weeks after said termination or notice of said termination.

- G. Nondiscrimination Assurance. No individual shall be excluded from program participation, denied any benefits or services, or subjected to discrimination on the basis of race, color, national origin, sex, religion, age, or disability in conformity with the provisions of the Title VI and VII of the Civil Rights Act

3. the amount of that portion of cost of the project supplied by other sources;
4. all expenses, including payroll records, to ensure that costs reported on invoices are allowable, allocable, and reimbursable costs under the CWTP;
5. how the LEA has separated grant expenditures in order to properly allocate costs to existing grants and ensure compliance with the requirements of 34 CFR § 361.28, 34 CFR §§ 80.20 and 80.40; and
6. compliance with the requirements of chapter 1 of title VII of the Rehabilitation Act, as codified at 29 U.S.C. §§ 701-727.

O. Record Retention. Pursuant to 34 CFR § 80.42, all records generated in connection with this MOU shall be maintained for three (3) years by the LEA after the MOU ends and the final financial report is submitted or until all audit questions are resolved.

P. Reporting Requirements. The LEA shall provide monthly reports and/or invoicing that:

1. reflect compliance with Section II of this MOU;
2. reflect the LEA's progress in meeting its stated goals and objectives as set out in Section III of this MOU;
3. are timely submitted, subject to withholding of funds.

Q. Debarment. The LEA certifies by signature on this contract that neither it nor its principal(s) are presently debarred, suspended or proposed for debarment, by any federal or state department or agency.

By signing this MOU, all parties agree that electronic approvals may serve as electronic signatures.

V. Approved by:

_____, Date: _____

**Executive Director
Office of Vocational Rehabilitation**

_____, Date: 5-30-18

**Superintendent
Local Education Authority**