Office of Vocational Rehabilitation
Community Work Transition Program
2019-20 Memorandum of Understanding

This Memorandum of Understanding (herein after referred to as the "MOU") made this 5th day of June, 2019, by and between the **Kentucky Office of Vocational Rehabilitation** at 275 East Main Street, Frankfort, Kentucky 40621 (herein after referred to as "VR"), and

Simpson County Schools

(Name of local education authority)

PO Box 467, 430 S. College Street, Franklin, KY 42135

(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

The CWTP is designed to assist VR eligible and potentially eligible students who have identified work as a possible desired post-school outcome and have demonstrated a need for assistance to transition from high school to post school activities, including

employment. Students who may be considering work sheltered facilities earning a sub-minimum wage post high school should also participate in CWTP for experiential work opportunities. CWTP utilizes the unique services of a qualified employment specialist (herein after referred to as the "ES") to provide:

1. Pre-employment transition services, in groups as well as individually (job exploration and counseling, work based learning experiences, post-secondary counseling, workplace readiness training in the areas of social skills and independent living, and self-advocacy instruction), and
2. Transition services, individually only (transition planning, career assessment, job development, community job placement, and post-school follow-up services).

In accordance with WIOA Sec. 113 (a) these services shall only be available to students with disabilities who are determined eligible or potentially eligible for VR pre-employment transition services as determined by the lead vocational counselor. Each service provided will have a vocational rehabilitation focus and shall not supplant any school based instructional programs deemed the responsibility of the LEA through IDEA. The goal of this program and all services provided by this program is community work exploration and employment in a competitive, integrated environment. This means (i) work that is performed on a full-time or part-time basis in a typical labor market site where people with disabilities engage in typical daily work patterns with co-workers who do not have disabilities; and where workers with disabilities are not congregated; and (ii) for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.

The CWTP is designed for students with disabilities who expressed an interest in exploring work as a possible post-school goal and/or may require a community based vocational service, including the assistance of an ES in order to obtain and maintain employment. During the Pre-ETS phase students will experience and explore possible career choices available in the local labor markets across all vocational sectors. All services provided by the ES in a group or individualized setting are billed per student based on quarterly authorizations from VR. Each school will submit an application prior to the beginning of each school year.

The breakdown of available services:

Pre-Employment Transition Services:

The following services are available to students who are eligible or potentially eligible, in a group or individually. Students, age 14-21, may participate in these services while in secondary school, for multiple years and in more than one service at a time. The focus is on exposure to careers and labor market sectors in the local community. Each of these services is pre-authorized on a quarterly basis, up to four quarters per year, and for up to 20 hours each quarter. Should 20 hours not occur during the quarter, the amount will be prorated at $35 per hour. Services will focus on broad exposure to the local labor market opportunities, in a variety of community settings and allow the student to explore and 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. 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 will be conducted when it is determined the student has expressed an interest in going into the labor market post high school instead of a post-secondary training program. VR will pre-authorize and pay the LEA $200 for the submitted TPM report summarizing the meeting.

2. Comprehensive Vocational Assessment:
   A Vocational Assessment shall be conducted by the ES with the purpose of determining an eligible student's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests as they relate to post school activities and employment in order to determine an appropriate vocational goal and future training needs. The VR Counselor will use this Assessment report to determine the student vocational goal in writing or amending the Individualized Plan for Employment (IPE). VR will pre-authorize and pay the LEA $900 for the Vocational Assessment report.

3. Job Development:
   Job Development is individualized, weekly training provided by the ES for the expressed purpose of the student attaining employment prior to exiting high school. The specific job must be of interest to the student, in a competitive integrated work environment, and reflect their IPE vocational goal. These services are pre-authorized on a quarterly basis, up to four quarters per year, and for up to 20 hours each quarter. Should 20 hours not occur during the quarter, the amount will be prorated at $35 per hour.

4. Transition Exit Planning Meeting:
   During this meeting strategies and the expectations for the remainder of the CWTP will be discussed defining the steps the ES should take to ensure the student's successful transition to post school activities and future employment success. An amended Individualized Plan for Employment (IPE) may need to be written by the VR counselor and appropriately signed by the student and/or parent/guardian, for the purpose of more clearly identifying services required to attain a successful transition and employment outcome. Adult service agency providers that address the future unique needs for the individual (for instance, independent living and/or benefits planning) should also be considered for participation. It is also during this meeting the decision should be discussed whether or not to begin the process of transitioning the student to a work sheltered facility post high school and begin the paperwork if necessary to ensure a smooth transition process. This should not prohibit the student from continuing to attempt competitive work experiences while in high school if his schedule allows for participation. This meeting should take place within the final quarter of the student's time in high school. VR will pre-authorize and pay the LEA $200 for the ES attendance and the submission of the Transition Exit Planning Meeting Report.

5. Job Placement:
   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:

1. Adhere to all components of this MOU, guidelines and restrictions for participation in the Program.
2. Complete and submit the appropriate CWTP application to VR on an annual basis. LEA will sign the MOU for Services, annually, upon approval of application.
3. Hire an ES(s), who will follow the requirements of the program and the spirit of its intent, with the following minimum requirements for employment:
   a. High school education or equivalent;
   b. Minimum two years experience working with individuals with disabilities;
   c. Significant knowledge of jobs in the community;

d. Good written and oral communication skills;
e. Knowledge of the Career Center resources in their area, the partners and the available programs for youth.

4. Assign one Special Education teacher or liaison as the lead contact person in charge to directly assist VR staff with implementation of the CWTP.
5. Confirm the VR counselor assigned to school and/or HDI staff member to be a part of interview team when ES positions need to be filled.
6. Ensure the ES and other school staff involved in the CWTP attend annual mandatory trainings as provided by the Human Development Institute at the University of Kentucky (herein after referred to as HDI) and are appropriately trained on the most current, approved methods of service delivery as described in the CWTP Operations Manual (herein after referred to as the Manual) knowing billing will not be accepted from personnel not trained by HDI.
7. Ensure each CWTP Contact and ES identified on the annual CWTP application shall be allowed release time in order to attend mandatory scheduled trainings.
8. Refer appropriate individuals in accordance with their Individualized Education Program goals and have demonstrated a need for pre-employment transition services.
9. Provide the services described in Section II of this Agreement to students as described in the Manual, as approved and pre-authorized by the VR counselor.
10. Ensure compliance with state regulations and federal requirements from the Department of Labor regarding student wages.
11. Ensure the ES completes and submits all required documentation to VR and as described in the Manual verifying the delivery of services. Required documentation shall include:
    a. Participation Form for Pre-Employment Transition Services and supporting documentation.
    b. Monthly Notes accurately accounting of services provided and maintaining supporting documents such as the required CWTP tracking sheets.
    c. Transition Planning Meeting Report, Comprehensive Vocational Assessment, Job Development Monthly Reports, Transition Exit Planning Meeting Reports, Job Placement Report, and Follow-up Report as these services are provided.
12. Ensure 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 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 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.
4. Review participant forms and referrals, and determine student eligibility for general VR services and then determines eligibility and appropriateness for CWTP.
5. Meet with eligible students, their parents, the ES and/or involved staff on a regular basis or as required to effectively plan and implement a successful transition program.
6. Provide guidance and support to the ES in the provision of approved services, as well as feedback on labor market trends, necessary employment skill development, and disability related intervention strategies for the unique needs of the individual consumer in order to develop a customized program.
7. Review and pre-authorize all required services to be provided.
8. Develop an Individualized Plan for Employment (IPE) when appropriate, noting the need for CWTP to provide transition services.
9. Provide services in accordance with the IPE.

10. Review required documentation of approved services provided by the ES and pay the LEA at the individual established rate for satisfactory services, as determined by the VR counselor within 30 days.
11. Monitor program expenditures by counselors for services approved under this MOU.
12. Assigned VR counselors will attend CWTP trainings provided by HDI.
13. Review need for assistive technology when student is in an employment setting, when applicable and appropriate.
14. Provide benefits planning, when applicable and appropriate.
15. Refer for adult services, such as independent living and supported employment, when applicable and appropriate.

IV. – Standard Terms and Conditions.

A. Duration. This MOU becomes effective July 1, 2019 and will expire on June 30, 2020.

B. Termination. Either party may cancel the MOU at any time for cause, or may cancel without cause on 30 days written notice.

In the event of termination of this MOU, the LEA agrees to surrender at VR's request all equipment and/or assets held by it purchased with federal funds pursuant to this MOU. In connection with said termination, the LEA agrees it will immediately comply with any request by VR for invoices and receipts related to the purchase of said equipment and assets. VR is not responsible for any expenditure past the end of this MOU.

C. Modifications or Amendments. Proposed amendments, modifications, or revisions to the MOU may be made at any time but shall become effective only upon the written consent of each party.

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 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 the contracting agency, the Finance and Administration Cabinet, the Auditor of Pubic 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 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 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 of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Section 504 of WIOA; Age Discrimination Act of 1975, as amended; and the Americans with Disabilities Act of 1990; and all other applicable laws which prohibit discrimination and implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws.

H. Fiscal Controls. The LEA will utilize those fiscal controls and fund accounting procedures as may be necessary to ensure proper disbursement of and accounting of all federal funds disbursed to the LEA by VR. Those controls and procedures must be sufficient to permit preparation of reports required by federal statutes authorizing the grant of said funds, and sufficient to permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

I. Considerations. Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or

agency head, if the agency has been granted delegation authority by the secretary.

J. Conflict of Interest. All employees or representatives of the LEA shall comply with any and all laws, regulations, or policies regarding conflicts of interest.

K. Audit. If required to perform an audit pursuant to relevant state or federal requirements, the LEA will complete an audit that complies with said relevant state and federal requirements.

L. Subcontracting. The LEA agrees it will not subcontract any work done pursuant to this MOU without the express, written consent of VR. If said consent is given, the LEA agrees that all requirements of the MOU shall also be applicable to subcontractors and the subcontractors shall be required to report to the LEA in a manner that will meet the LEA's reporting requirements to VR.

M. Regulations Applicable. The LEA agrees to abide by all applicable federal regulations that apply to Community Work Transition Programs, including but not limited to 34 CFR § 361.28, 34 CFR Part 80, and OMB Circular A-87.

N. Records. The LEA shall maintain records that fully disclose and document:

1. the amount and disposition by the LEA of all funds received by it from VR;
2. the total cost of the project or undertaking in connection with the project with which the funds are given or used;
3. the amount of that portion of cost of the project supplied by other sources;
4. all expenses, including payroll records, to ensure 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 neither it nor its principal(s) are presently debarred, suspended or proposed for debarment, by any federal or state department or agency.

V. Approved by:

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

☐ I understand that by checking this box acknowledges my understanding that the use of electronic signatures on this document has the full force and effect of an original handwritten signature.
☐ Further, I acknowledge my intention to use the electronic signature to affirm my agreement to the terms set out in this document.
☐ I verify that I have the authority to sign this document on behalf of the entity named in the Business Information section of this form.

Name: _____ **Date:** _____

Title: Superintendent

Office of Vocational Rehabilitation
Name: _____ **Date:** _____

Title: Executive Director