



Kenton County School District | It's about ALL kids.

**THE KENTON COUNTY BOARD OF EDUCATION**

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Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

September 22, 2020

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** Memorandum of Understanding with the Office of Vocational Rehabilitation (OVR) for the Community Work Transition Program (CWTP) for the 2020-2021 school year.

**APPLICABLE BOARD POLICY:**

NA

**HISTORY/BACKGROUND:**

The Kenton County School District has one job-coach on staff to provide high school students with job training to assist them in meeting their postsecondary transition goals on their IEP. Each high school, and the Office of Vocational Rehabilitation (OVR), work together to identify transition services needed for individual students. The Community Work Transition Program (CWTP), allows Kenton County Staff to provide transition services and receive reimbursement from OVR when students are eligible to receive OVR services. The job coach provides a variety of services to students based upon their specific transition goals. When our job coach provides training to an OVR eligible student, the Kenton County School District is reimbursed. Some job training is provided within the school, and opportunities require the student to practice employability skills in an authentic work environment outside the school building. Rates for reimbursement vary based upon the service provided. Last year, KCSD was reimbursed \$14,500 from OVR.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

**Approve** Memorandum of Understanding with the Office of Vocational Rehabilitation (OVR) for the Community Work Transition Program (CWTP) for the 2020-2021 school year.

**CONTACT PERSON:**

**Marta Scott, Director of Special Education**

  
Principal

  
  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**Office of Vocational Rehabilitation**  
**Community Work Transition Program**  
**2020-2021 Memorandum of Understanding**

This Memorandum of Understanding (herein after referred to as the "MOU") made this 26th day of June, 2020, by and between the **Kentucky Office of Vocational Rehabilitation** at 500 Mero Street, 4<sup>th</sup> Floor NE 24, Frankfort, Kentucky 40601 (herein after referred to as "VR"), and

KENTON COUNTY SCHOOLS

(Name of local education authority)

Of 1055 Eaton Drive Ft. Wright KY 41011

(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 Office of Special Education and Early Learning* 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").

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

OVR Potentially Eligible Students are secondary school students, age 14-21, who are currently enrolling in CWTP's pre-employment transition services (Pre-ETS). To participate, a completed and signed Pre-ETS Referral form from the school and allowable documentation is needed. Allowable documentation may include a copy of the student's Individualized Education Program (IEP), 504 plan, medical documentation of their existing disability, a review of school records, a statement from school staff, or case notes documenting Vocational Rehabilitation counselor (herein after referred to as "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 OVR and the LEA for jointly implementing and carrying out the CWTP in order to provide transition services and pre-employment transition services to students with disabilities as required in WIOA, Section 113 et al, and Section 511 et al.

## **II. Service Description**

CWTP is designed to assist OVR eligible students who have identified employment as a post-school outcome and who demonstrated a need for assistance to achieve their postsecondary employment goal.

CWTP is also designed for OVR potentially eligible students with disabilities who expressed an interest in exploring employment as a post-secondary goal and/or may require a community based vocational service, including the assistance of an ES in order to obtain and maintain employment.

In addition, students who may be considering employment post high school at a business holding a 14c certificate pursuant to the Fair Labor Standards Act may 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. Transition services: individually only (transition planning, career assessment, job development/job coaching, community job placement, and post-school follow-up services).
2. Pre-employment transition services: in groups as well as individually (job exploration counseling, work based learning experiences, post-secondary counseling on opportunities for enrollment in postsecondary educational programs, workplace readiness training in the areas of social skills and independent living, and self-advocacy instruction).

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 OVR 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 the Individuals with Disabilities Education Act (IDEA). The goal of this program and all services provided is community work exploration and competitive, integrated employment., COMPETITIVE INTEGRATED EMPLOYEMENT means, under Public Law 113-128 (i) work 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.

### **CWTP Services**

The VR counselor will pre-authorize all services determined to be necessary through the OVR Case Management System (CMS) payment system, as the services are needed. Services shall not be provided until school has received the authorization.

### Transition Services

Transition Services are considered when it is determined the student has identified employment as a post-school outcome and who demonstrated a need for assistance to achieve their postsecondary employment goal. The Transition Services process, including referral to OVR, will typically begin eighteen months prior to school exit.

The following services are available to students who are eligible for OVR services and provided individually. The focus of Transition Services is on developing a plan to successfully exit high school and enter competitive, integrated employment. The services will target the student's strengths, preferences, interests and needs; taking into consideration the jobs available in the local labor market. Each of these services is authorized on a quarterly basis, up to four quarters per year. The activities will be documented on monthly reports the ES will provide to OVR by the 5<sup>th</sup> of the month following the completion of the activity.

1. Transition Planning Meeting (TPM):

Once the VR Counselor has established the student's eligibility for OVR services, and determined their need for CWTP Transition Services, the VR Counselor will send an authorization for the TPM to the school district. During this meeting, the VR counselor, the student, and ES, will plan unique, vocationally relevant activities for the upcoming year based on the student's expressed interests. This meeting will provide guidance to the ES on the goals of the upcoming year of the student's program and the expectations of the VR counselor on how the ES will assist the student in preparing for competitive integrated employment. The ES will record the hours and activities on the TPM report. OVR will pay the LEA \$200 for the submitted TPM report summarizing the meeting.

2. Comprehensive Vocational Assessment (CVA):

A CVA is conducted by the ES to determine an eligible student's unique strengths, resources, priorities, concerns, abilities, capabilities, and interests as they relate to competitive integrated employment. The VR counselor will use this assessment report to determine the student's vocational goal in writing or amending the Individualized Plan for Employment (IPE). The ES will use the assessment report to determine job development/job coaching. VR will authorize and pay the LEA \$900 for the Vocational Assessment report.

3. Job Development/Job Coaching:

Job Development/Job Coaching 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 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 is prorated at \$35 per hour.

4. Transition Exit Planning Meeting (TEPM)

During this meeting, expectations and strategies for the remainder of the CWTP are discussed, defining the steps the ES should take to ensure the student's success in transitioning to competitive integrated employment. The VR counselor may need to amend the Individualized Plan for Employment (IPE) for the purpose of identifying the student's current vocational goal, appropriately signed by the student and/or parent/guardian. Adult service agency providers may participate to address the future unique needs for the individual (for instance, independent living and/or benefits planning). This meeting should take place within the final quarter of the student's time in high school. OVR will authorize and pay the LEA \$200 for the required meeting attendance (ES, VR counselor, and student) and submission of the TEPM Report.

5. Job Placement Report:

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 be competitive integrated employment and occur prior to the student exiting high school. For there to be an exception to this, the student must have trained in the job prior to exiting school, and an offer of employment extended: **(signed employer letter with employment offer and start date)**. The Report is submitted once the student exits high school.

OVR defines a successful transition to employment 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.

Should the student not attain competitive integrated employment prior to exiting high school, the LEA is not eligible for the Follow-up payment described in #6 below, and the student should be referred to an adult agency provider for continuing services post high school.

6. Employment Follow-up:

OVR 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 job placement status and whether the student has remained stable and in good standing with their employer. Since the requirements for payment are 60 days of successful employment after high school exit, this follow-up is not accomplished until into the next fiscal year. **The LEA/ES must request OVR to authorize for this service before June 15.**

### 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 high school (grades 9-14), 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 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 is 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 of interest. The activities will be documented by the ES on monthly notes the school district will provide to VR by the 5<sup>th</sup> 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.

Prior to provision of Pre-ETS services, the school must complete and submit a signed Approval to Participate in Community Work Transition Program Pre-Employment Transition Services Form, along with the required support documentation to OVR. Upon receipt of the form and support documentation, OVR will authorize for needed services. All services provided by the ES in a group or individualized setting are billed per student based on quarterly authorizations from OVR.

OVR reserves the right to return any documentation (i.e., monthly reports, comprehensive vocational assessment, meeting reports, billing statements) prior to payment: additional information is requested by the counselor: information provided on activities were deemed not vocationally relevant or appropriate: or information is determined to lack sufficient documentation of the weekly activities with the student.

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

### **Exceptions to CWTP Program**

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 Program Administrator or CWTP Program Director.

### **III. COVID-19 Terms**

Due to the outbreak of the COVID-19 virus, the OVR has been instructed to cease all in-person services. Our primary concern is the health and safety of our consumers, staff, and partners. During the contractual timeframe of July 1, 2020 through June 30, 2021, if Executive Order # 2020-215 is in place which prevents in – person services, the vendor must comply with the following procedure:

During the period of COVID-19 the following terms should apply:

1. Substantive services must continue to be provided to consumers. Substantive services may include but are not limited to resources for distance service delivery listed at: <http://www.wintac.org/content/resources-distance-service-delivery#tech>
2. In order for services to be reimbursed substantive services must be rendered.
3. While the Executive Order #2020-215 is in place, service providers may implement accessible training activities using a computer – based training platform that allows for face-to-face interaction. As part of this process, the service provider must evaluate the consumer’s ability to actively participate in computer-based training, including identifying whether the customer has the computer resources available.
4. Prior to providing services on a remote basis to OVR consumers, a plan of service to the OVR Pre-Employment Transition Administrator detailing your methods of providing remote services.
5. The provider must have documentation from OVR agreeing to the virtual services plan. The provider is required to use the Kentucky Pre-Employment Transition Services Data reporting system.
6. All invoices for services should include the following information:
  - a. specific consumer name
  - b. the specific service provided
  - c. the date of service provision
  - d. the timeframe of the services delivered
7. OVR has the right to terminate this agreement upon 30 days written notice in the event that:
  - (a) a vendor is unable to provide services remotely; or
  - (b) a consumer cannot participate in computer based training, and/or;
  - (c) OVR did not approve the training plan

If you are a provider of CWTP Pre-Employment Transition Services, you may contact [sandy.conder@ky.gov](mailto:sandy.conder@ky.gov), VR Program Administrator to request approval of the content and methods of providing Pre-ETS remotely.

#### IV. 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 OVR 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 Kentucky Career Center resources in their area, the partners and the available programs for youth.
4. Assign a certified staff person as the primary CWTP contact in charge of review and submission of required documentation to OVR and to directly assist the ES and VR staff with implementation of the CWTP.
5. Confirm the VR counselor assigned to school and/or the Human Development Institute at the University of Kentucky (herein after referred to as HDI) CWTP 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 provided by HDI. Staff are appropriately trained on the most current, approved methods of service delivery as described in the *CWTP Policies and Procedures Manual* (herein after referred to as the Manual). Billing will not be accepted from personnel not trained by HDI.
7. Ensure each primary 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 IEP and demonstrated need for CWTP 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 all required documentation and the primary CWTP contact reviews and submits all required documentation to OVR 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. Pre- and Post-test documentation annually on students participating.



- c. Pre-ETS Monthly Reports accurately accounting services provided and maintaining supporting documents required by the CWTP.
  - d. Transition Planning Meeting Report, Comprehensive Vocational Assessment, Job Development/Job Coaching Monthly Reports, Transition Exit Planning Meeting Report, Job Placement Report, and Follow-up Report accurately accounting services provided.
12. Ensure the submission of additional information requested by OVR for the purpose of reporting outcome data to the Rehabilitation Services Administration (RSA). Reportable information includes:
    - a. *Approval to Participate in Community Work Transition Program Pre-Employment Transition Services Form* with **all components** completed and required support documentation.
    - b. Student report card per grading period.
    - c. Exit data to include reason for withdrawal or exit.
    - d. Type of diploma, date received, and copy of diploma.
  13. Ensure services billed for are submitted on the appropriate billing form as described in the Manual, to the VR counselor by the 5<sup>th</sup> of each month with supporting signatures and documentation attached (see #11 above).
  14. Ensure the ES will work with each student in the program, provide authorized services to the maximum extent possible, maintain accurate records, and guarantee the mandatory components of the program are provided while delivering a variety of opportunities to the students, in order to maintain continued participation in CWTP.
  15. 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.
  16. Demonstrate progress towards meeting the goals of Support Plans within the designated timetables.
  17. Should the Support Plans be unsuccessful as defined by their individualized expectations, the LEA will be required to meet with the OVR Program Administrator and the CWTP Program Director in order to discuss district participation in the CWTP.
  18. Allow HDI access to CWTP personnel and documentation of services in order to conduct district level program review and technical support as necessary.
  19. Ensure the CWTP Annual Data Report regarding student, program outcomes and required statistical information is completed and submitted to HDI no later than June 30.
  20. 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 forms, resumes, applications, labor market research, etc.

**OVR agrees to:**

1. Pay authorized services for each student identified and participating in the program once the service has been provided.
2. Designate a Program Administrator (PA) to 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 trainings on a yearly basis. PA will provide guidance and assistance to LEA and OVR staff. PA will ensure expenditures are appropriate, solely for OVR consumers deemed appropriate for the program.
3. Assign a minimum of one (1) VR counselor to each LEA participating in the CWTP. The VR counselor will provide guidance to the ES on developing appropriate CWTP services for each student participating in the program. VR counselor will authorize approved services. VR Counselor will also ensure all required supporting documentation that is received meets OVR expectations, prior to payment of invoiced services. Should the VR 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 and process participant forms for CWTP Pre-ETS. For CWTP Transition Services, the VR Counselor will facilitate the application process to determine student eligibility for general OVR services and determine if the CWTP is the most appropriate OVR program in accordance with the Manual.
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 CWTP 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.
7. Review and authorize all required services.
8. Develop an Individualized Plan for Employment (IPE), for students receiving CWTP 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 VR counselors for services approved under this MOU.
12. Encourage assigned VR counselors to attend CWTP trainings provided by HDI.
13. Review need for assistive technology when students are in an employment setting, when applicable and appropriate.
14. Provide benefits planning, when applicable and appropriate.
15. Refer students for adult services, such as independent living and supported employment, when applicable and appropriate.

## V. Standard Terms and Conditions.

- A. Duration. This MOU becomes effective July 1, 2020 and will expire on June 30, 2021.
- 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 OVR'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 OVR for invoices and receipts related to the purchase of said equipment and assets. OVR 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 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 OVR 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 OVR 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 OVR 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 OVR 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 OVR. 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 OVR. 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 OVR.
- 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 OVR;
  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 IV of this MOU;
  2. reflect the LEA's progress in meeting its stated goals and objectives as set out in Section IV 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.

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

**VI. Approved by:**

Date:

X

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Executive Director, Office of Vocational Rehabilitat..

Date:

X

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Superintendent, Local Education Authority