**MEMORANDUM OF UNDERSTANDING**

**between**

**VIRGINIA COMMONWEALTH UNIVERSITY**

**and**

**UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**

**and**

**OFFICE OF VOCATIONAL REHABILITATION, EDUCATION AND LABOR CABINET, COMMONWEALTH OF KENTUCKY**

**and**

**Boone COUNTY SCHOOL DISTRICT**

1. **Background**

Virginia Commonwealth University (“VCU”) has been awarded a federal research grant from the National Institute on Disability, Independent Living and Rehabilitation Research for its study “Effects of KT Methods on VR Counselors Providing Pre-ETS to Youth with Significant Disabilities 14-16 Years of Age” (“Study”). The University of Kentucky Research Foundation (“UKRF”), through UKRF’s Human Development Institute, is contracting as a subawardee of VCU to perform some tasks in Kentucky as part of that subaward. The Office of Vocational Rehabilitation, Education and Labor Cabinet, Commonwealth of Kentucky (“OVR”), is solely authorized and responsible for determining eligibility for students to receive Pre-Employment Transition Services (“Pre-ETS”) under the Workforce Innovation and Opportunity Act. As UKRF requires access to Boone County School District (“District”) in order to perform its subaward tasks, VCU, UKRF, OVR, and the District hereby enter this Memorandum of Understanding (“MOU”) to set forth the Parties’ expectations for the Study.

1. **Study Overview**

The purpose of this Study (See Protocol, attached as Attachment A) is to provide Pre-ETS, specifically focusing on job exploration, workplace readiness training, and work-based learning experiences as developed by VCU study investigators, to students 14-16 years old with significant disabilities. The Study will use knowledge transition (“KT”) methods to develop and deliver a toolkit to assist vocational rehabilitation counselors providing Pre-ETS to students. Through the KT process, VCU and UKRF will generate new knowledge to promote participation and quality Pre-ETS for these students early in their transition planning process. Beginning with this information, VCU and UKRF will collect data to move into intervention development and assess the KT methods to increase counselors’ abilities to provide Pre-ETS in the early stage of transition planning.

1. **Roles and Responsibilities**
2. **VCU shall:**
3. Provide access to UKRF to all lesson materials and templates for job exploration, workplace readiness, and community-based experience.
4. Provide UKRF technical assistance in implementing the study.
5. Share data summaries with UKRF with aggregated data from both Kentucky and Virginia.
6. **UKRF shall:**
7. Obtain feedback from students, families, educators and OVR Staff two times about lessons in which students are enrolled. These interviews will be conducted midway through the lessons and at the completion of all lessons and community work-based experiences to inform the development of a toolkit.
8. Assist with lessons on Pre-ETS to the students in the areas of job exploration, workplace readiness skills, and community work-based experiences totaling up to 12 hours per student and gathering associated study data.
9. Provide de-identified data on UKRF’s performance of the above deliverables to VCU and to OVR, school personnel, and families, pursuant to federal and state regulations.
10. Assist in providing information to OVR, school personnel, and families about the study and its purpose.
11. Ensure that consent is received, in accordance with applicable federal and state law, prior to participating with family members, students, teachers, and OVR Staff (form attached hereto as Attachment B).
12. Coordinate with school personnel to conduct 12 hours of Pre-ETS activities per student.
13. Conduct brief interviews with families, teachers, and OVR counselors on students’ Pre-ETS experiences pursuant to the study.
14. Notify all Parties of this agreement should any of the participants no longer be able or eligible to participate in this study.
15. Coordinate with District to ensure teachers of participating students sign consent forms, as required by applicable federal and state law, in accordance with the Institutional Review Board (“IRB”)-approved study protocol.
16. **OVR shall:**
17. Identify an OVR contact person to assist UKRF research staff in identifying school districts and specific schools for implementing the Pre-ETS activities.
18. Assist in identifying study participants ages 14-16 who are eligible for Pre-ETS services to receive job exploration, work readiness, and work-based experiences (these services will be provided as a part of the study and not part of vendor fee services).
19. Sign study consent forms, as required by applicable federal and state law, allowing them to participate in brief interviews with research staff.
20. Participate in brief interviews with research staff on how student information is used, pursuant to federal and state regulations, and other Pre-ETS outcomes.
21. **District shall:**
22. Coordinate with OVR to identify students for participation in the Pre-ETS lessons.
23. Develop the schedule in collaboration with UKRF’s research team for instruction in job exploration, workplace readiness, and community work-based experiences.
24. Ensure teachers of participating students sign consent forms, as required by applicable federal and state law, allowing them to participate in brief interviews with research staff.
25. Keep UKRF and OVR apprised of any changes in circumstances of participating students’ status that may affect the eligibility for and the delivery of Pre-ETS.
26. **Additional Terms and Conditions**
27. **Storage of Data.** Any data files from this study shall be managed, processed, and stored in a secure environment (e.g., lockable computer systems with passwords, firewall system in place, power surge protection, virus/malicious intruder protection), and by controlling access to digital files with encryption and/or password protection. Research data shall be stored on VCU’s secure Google Drive. Any paper copies shall be kept in a secure VCU office with automatic locking doors, in a locked cabinet that is only accessible to VCU study staff. At UKRF, any paper copies shall also be kept in a secure UKRF office with automatic locking doors, in a locked cabinet that is only accessible to one of the UKRF study staff. In addition, the electronic documents from UKRF shall also be stored on VCU's secure Google Drive.
28. **Consents.** The study has an IRB-approved protocol, and IRB-approved consents shall be gathered from the students’ parents/guardians/legally authorized representatives and the students, as well as from the school district teachers and OVR Staff that are involved.
29. **Period of Performance.** The period of performance shall be from the date of the last signature through June 30, 2023.
30. **Compliance with Laws.** Each Party represents that it and its employees will perform the roles and responsibilities under this MOU in accordance with: (i) the terms and conditions of this MOU, (ii) all applicable local, state, and federal laws and regulations relating to the conduct of the services, as well as all requirements of the U.S. Department of Health and Human Services, any IRB reviewing VCU’s study protocol, and (iii) all federal, state, and local laws and regulations governing the privacy and confidentiality of any information or data collected under this MOU.
31. **Changes in the Law.** This MOU shall be construed to be in accordance with any and all applicable federal and state laws. In the event there is a change in such laws, whether by statute, regulation, agency, or judicial decision, that has any material effect on any term of this MOU, then the applicable term(s) of the MOU shall be subject to renegotiation of the affected term or terms of this MOU, upon written notice to the other Parties, to remedy such condition. The parties expressly recognize that upon request for renegotiation, each Party has a duty and obligation to the others only to renegotiate the affected term(s) in good faith and, further, each Party expressly agrees that its consent to proposals submitted by the other Parties during renegotiation efforts shall not be unreasonably withheld or delayed. Should the Parties be unable to renegotiate the term or terms so affected so as to bring it/them into compliance with the statute, regulation, or judicial opinion that rendered it/them unlawful or unenforceable within ten (10) days of the date on which notice of a desired renegotiation is given, then each Party shall be entitled, after the expiration of said ten (10)-day period, to terminate this MOU upon ten (10) additional days’ written notice to the other Parties.
32. **Notices.** Any notice to any Party must be in writing, signed by the Party giving it, and served to the addresses indicated below by personal delivery, recognized overnight courier service, or by the U.S. mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices will be effective when received but in no event later than three (3) days after mailing. Notices will be sent to the following addresses:

If to VCU: Office of Sponsored Programs, 800 East Leigh St., Suite 3200, Richmond, VA 23298

If to UKRF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to OVR: Kentucky Office of Vocational Rehabilitation, Central Office, Mayo-Underwood Building, 500 Mero Street 4th Floor NE, Frankfort, KY 40601

If to District: Boone County Schools, 8270 US HWY 42, Florence KY 41042.

1. **Other Items Incorporated by Reference.** The terms of this MOU shall include the VCU study documents, including the study protocol (Attachment A) and IRB-approved consents (Attachment B).
2. **Entire Agreement.** This MOU, along with Attachment A and Attachment B as incorporated by reference above, constitute the entire understanding between the Parties with respect to the subject matter.
3. **Severability.** The terms of this MOU are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions will continue to be valid and enforceable.
4. **Force Majeure.** Any Party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from third-party strikes, third-party lockouts, third-party labor troubles, restrictive Regulatory Authority actions, orders or decrees, riots, insurrection, war, Acts of God, epidemics or pandemics, severe inclement weather or other similar reason or cause which is unforeseeable or beyond the reasonable control of such Party. In such event, performance of such act shall be excused for the period of such delay; provided that, in order to be excused from delay or failure to perform, such Party must: (a) immediately notify the other Parties in writing of such force majeure event and its expected duration, and (b) act diligently to remedy the cause of such delay or failure.
5. **Waiver.** No delay or omission by any Party to exercise any right or remedy under this MOU will be effective unless provided in writing by the Party agreeing to such delay or omission and no single delay or omission will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
6. **Captions.** The captions of the sections of this MOU are for convenience only and will not influence the construction or interpretation of this MOU.
7. **Survivability.** Provisions surviving termination or expiration of this MOU are those that on their face affect rights and obligations after termination or expiration and also includes provisions concerning confidentiality, warranty, and choice of law, jurisdiction, and venue.
8. **No Third-Party Rights.** Nothing in this MOU will be construed as creating or giving rise to any rights in third-parties or persons other than the named Parties to this MOU.
9. **Governing Law, Jurisdiction, and Venue.** The Parties agree to remain silent on applicable governing law and agree to use good faith efforts to resolve any dispute related to their respective rights under this Agreement. Notwithstanding the foregoing, no Party shall be deemed to waive any legal right or remedy against any other Party.
10. **Execution.** This MOU may be executed in one or more counterparts, including by fax or transmission of signed and electronically scanned copies, or via the use of electronic signatures, each of which will constitute an original but all of which together will constitute one and the same MOU.
11. **Termination.** Any Party may terminate this MOU with thirty (30) days’ prior written notice to the other Parties.

In Witness hereof, the Parties have executed this MOU as of the date indicated below and effective as of the last signature date.

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[Printed Name/Title] Date

Virginia Commonwealth University

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[Printed Name/Title] Date

University of Kentucky Research Foundation

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Cora McNabb, Executive Director Date

Office of Vocational Rehabilitation

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[Printed Name/Title] Date

Boone County School District