

junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.

- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
 - u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at E.L. Haynes.
 4. DDS/RSA will assign a VR Specialist to E.L. Haynes whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at E.L. Haynes. Eligibility determination will occur within 60 days of an application being received by RSA, barring any *extraordinary circumstances*. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
 5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with E.L. Haynes Transition Coordinator, Nioyonu Olutosin, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Transition Coordinator to follow up with the student/parent.
 6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.

7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.
9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on the 1st and 3rd Friday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.
12. DDS/RSA will provide copies (or an assurance that they will maintain records) of a completed MPD background check for specialist regularly on-site to ELH before the program begins.

B. Responsibilities of E.L. Haynes Public Charter School

1. E.L. Haynes will identify a school staff person (Transition Coordinator) whom will be responsible for coordinating with the assigned VR Specialist.

2. E.L. Haynes will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. E.L. Haynes will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 5 business days prior to the meeting date.

C. Responsibilities of E.L. Haynes Public Charter School and DDS/RSA

1. E.L. Haynes Transition Coordinator and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. E.L. Haynes Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. E.L. Haynes Transition Coordinator and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR Specialist and E.L. Haynes Transition Coordinator determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor E.L. Haynes will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

Student Data Privacy: E.L. Haynes Public Charter School will make available to DDS/RSA any and all data needed under the conditions of this agreement. DDS/RSA and E.L. Haynes Public Charter School must agree to observe all regulations, standards, policies, procedures, and best practices pursuant to the Family Education Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and other applicable state and federal laws. E.L. Haynes Public Charter School's data policy can be found on our website or by request. The full policy details expectations regarding data maintenance, security breaches, destruction, and more. If specific data is shared as part of this agreement, parties reserve the right to revisit the agreements prior to providing the vendor access to student data.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the Transition Coordinator at E.L. Haynes. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of E.L. Haynes and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, E.L. Haynes and the Deputy Director, DDS/RSA.
- B. The E.L. Haynes Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the E.L. Haynes Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA"). Both E.L. Haynes and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, E.L. Haynes and DDS/RSA may maintain different requirements for the documentation

of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

The following individuals are the points of contact for each Party under this MOA:

For E.L. Haynes:

Vanessa Carlo-Miranda
Chief Operating Officer (COO)
E.L. Haynes Public Charter School
4501 Kansas Avenue, NW
Washington, DC 20011
vcarlomiranda@elhaynes.org
202.706.5828 phone

Nioyonu Olutosin

Secondary Transition Coordinator
E.L. Haynes Public Charter School
4501 Kansas Avenue NW
Washington, DC, 20011
nolutosin@elhaynes.org
(202) 667-4446 ext 3115

For DDS/RSA:

Angela M. Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 442-8467

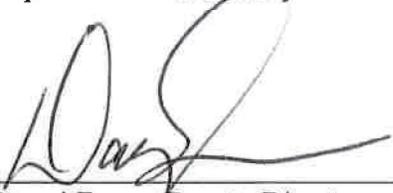
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

For the Department on Disability Services:


Andrew P. Reese, Director
Department on Disability Services

1/28/20
Date


Darryl Evans, Deputy Director
Rehabilitation Services Administration

1/17/2020
Date

For E.L. Haynes Public Charter School:


Vanessa Carlo-Miranda, Chief Operating Officer (COO)
E.L. Haynes Public Charter School

9/12/19
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL

I. INTRODUCTION

This Memorandum of Agreement ("MOA") is entered into between Academy of Hope Adult Public Charter School, and the Department on Disability Services/Rehabilitation Services Administration ("DDS/RSA"), collectively referred to herein as the "Parties" for the purpose of establishing a collaborative partnership that will facilitate achievement of students' desired outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

Academy of Hope Adult Public Charter School is the local education agency responsible for ensuring that a Free Appropriate Public Education ("FAPE") is made available to eligible students pursuant to the Individuals with Disabilities Education Act (20 U.S.C. § 1412(a)(1)). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended (Pub.L. 93-114. 87 Stat. 355, codified at 29 U.S.C. § 701, et seq.).

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act ("WIOA"). This Act imposed a requirement on vocational rehabilitation ("VR") agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, to prepare these students for postsecondary success.

DDS/RSA is the designated state unit charged with administering the State Vocational Rehabilitation Services Program in the District of Columbia, including vocational rehabilitation services, supported employment, independent living services, and transition student services. DDS/RSA is also charged with administering the Randolph Sheppard Act, referred to by DDS/RSA as the Randolph Sheppard Vending Facility program. DDS/RSA assists individuals with disabilities in preparing for, obtaining, and maintaining employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, in accordance with the Rehabilitation Act of 1973, as amended.

This MOA defines the responsibilities of the parties necessary to establish a partnership in which Academy of Hope Adult Public Charter School will provide office space for a qualified DDS/RSA employee to obtain referrals and provide vocational rehabilitation services to eligible persons. The designated space is not a full-time office, but to be available for use only when the DDS/RSA employee is on-site. The DDS/RSA employee will not store any records or files at Academy of Hope Adult Public Charter School facilities.

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Academy of Hope Adult Public Charter School, in its role as the local education agency, is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education Program ("IEP") or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.
- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary support to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment ("IPE"). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student's representative, and an RSA ("VR") Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

III. SCOPE OF SERVICES

This MOA is based on the following terms:

A. Responsibilities of the DDS/RSA (Transition)

1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:
 - a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;

- c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain, or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48(b), State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR specialist and development of and IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR Part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.
 - g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(56).

- i. Vocational rehabilitation services to family members, as defined in 34 CFR § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of 34 CFR § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of 34 CFR § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide *workforce development* system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of term 34 CFR § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.
- v.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at Academy of Hope Adult Public Charter School.
4. DDS/RSA will assign a VR Specialist to Academy of Hope Adult Public Charter School who will be responsible for providing information to potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at Academy of Hope Adult Public Charter School. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with the assigned Academy of Hope Adult Public Charter School POC, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program, and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent/ guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly on the reoccurring standing date of every month (ex: 2nd Wednesday of the month) to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of the DDS/RSA (General VR)

1. Use the office space for no purpose other than completing intake appointments, establishing eligibility, and providing VR services to eligible individuals.
2. Assign a VR specialist to be stationed at the satellite location one day per week for up to eight (8) hours.
3. Ensure that the VR specialist does the following:
 - a. Provides prompt and equitable handling of referrals VR services, in accordance with DDS/RSA policies and procedures;
 - b. Provides or refers for assessments for the purpose of determining eligibility, priority for services, and determining the scope of VR needs;
 - c. Determines eligibility for VR services;
 - d. Develops an IPE with the client, which provides the terms and conditions of the VR services to be provided;
 - e. Maintains a secure and confidential case record, as noted in Section XII of this agreement, for each applicant and recipient of VR services; and
 - f. Provides job related services, including job search and placement assistance, job retention services, and follow-up services, as needed.

C. Responsibilities of Academy of Hope Adult Public Charter School

Transition and General VR:

1. Academy of Hope Adult Public Charter School will identify a staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Assigned school staff will identify students who are potentially eligible for DDS/RSA services (students with an IEP or 504 plan, or students with a documented disability).
3. Academy of Hope Adult Public Charter School will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least ten (10) business days prior to the meeting date.
4. Academy of Hope Adult Public Charter School will allow DDS/RSA use of the designated office space one day per week for up to eight (8) hours for the purpose of conducting outreach services to persons currently receiving or interested in receiving VR services. These services may include: receipt of referrals or applications for services, counseling and guidance, referrals to other agencies, and any additional services in relation to job search, placement, and retention.
5. Academy of Hope Adult Public Charter School will ensure that the office space will solely be used by the specialist on the assigned day that the DDS/RSA VR specialist is to be on-site.
6. At no cost to DDS/RSA, Academy of Hope Adult Public Charter School will provide the DDS/RSA VR specialist with the following amenities:
 - Private, confidential space to conduct client interviews;
 - Desk, desk chair; and
 - Wi-Fi Internet access only; no computer, paper, printer or supplies of any nature are required to be provided by Academy of Hope Adult Public Charter School

D. Responsibilities of Academy of Hope Adult Public Charter School and DDS/RSA (Transition and General VR)

1. Academy of Hope Adult Public Charter School and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. Academy of Hope Adult Public Charter School and the VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Academy of Hope Adult Public Charter School and the VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and identify opportunities for paid work-based

learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR Specialist and Academy of Hope Adult Public Charter School is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Transition:

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students, and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA, nor Academy of Hope Adult Public Charter School, will enter into a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with the Office of the State Superintendent of Education ("OSSE") to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

General VR:

Parties to this MOA agree to establish, implement, and maintain policies and procedures that promote employment and career outcomes for individuals with disabilities; and to ensure coordination in the timely delivery of services, in accordance with each agency's authority and define responsibilities; thereby increasing access to and effectiveness of services and support.

V. RESOLUTION OF DISPUTES

Disputes which arise among the Parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at Academy of Hope Adult Public Charter School. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of Academy of Hope Adult Public Charter School and DDS/RSA, or their designees.

The resolution process shall be as follows:

A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to

the Chief Executive Officer, Academy of Hope Adult Public Charter School and the Deputy Director, DDS/RSA.

- B. The Academy of Hope Adult Public Charter School Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the Academy of Hope Adult Public Charter School Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties pursuant to Section VII of this agreement.
- B. **ANNUAL REVIEW.** The term of this MOA will commence as of the Effective Date set forth below and will continue for a term of two (2) years and thereafter shall automatically renew for yearly periods unless terminated prior to renewal by either Party pursuant to Section VII of this agreement.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

This MOA is subject to the provisions of D.C. Official Code § 7-761.06 (2018 Repl.), and any other authority under the Parties' programs.

IX. PROCEDURAL SAFEGUARDS

The Parties of this MOA will use, restrict, safeguard, and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). Both Academy of Hope Adult Public Charter School and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

- A. **Documentation of Disability and Eligibility for Services**
Because of legal responsibilities of the Parties under applicable federal and state laws, Academy of Hope Adult Public Charter School and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.
- B. **Changes to the MOA/Designation of Representatives**
Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.
- C. **Responsibility for the Acts of the Parties**
No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.
- D. **Notice of Lawsuit**
Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

The use of the office space is provided by Academy of Hope Adult Public Charter School with no requirement for monetary compensation and with no expectation of special treatment by the government of the District of Columbia.

No additional funding is required for implementation of this MOA.

XII. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided under this MOA, in accordance with all relevant federal and District statutes, regulations including 34 CFR § 361.38 and 29 DCMR § 118, and the Parties' policies and procedures. Case records and information provided to or created by DDS/RSA in the administration of the vocational rehabilitation services program shall remain the property of DDS/RSA and shall be maintained as confidential records. Academy of Hope Adult Public Charter School shall have no access to case records or other confidential information.

XIII. NOTICES

The following individuals are the points of contact for each Party under this MOA:

For Academy of Hope Adult Public Charter School:
Audrey Reese
Dean of Student Academic Services
Academy of Hope Adult Public Charter School
2315 18th Place NE

Washington, DC, 20018
(202) 269-6623

For DDS/RSA
Angela Spinella
Program Manager
Department on Disability Services Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

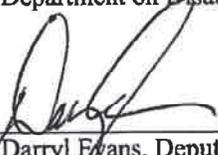
IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

DEPARTMENT ON DISABILITY SERVICES:



Andrew P. Reesc, Director
Department on Disability Services

January 25, 2023
Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

12/23/2022
Date

ACADEMY OF HOPE ADULT PUBLIC CHARTER SCHOOL:



Leicester Johnson, Chief Executive Officer
Academy of Hope Adult Public Charter School

11/1/2022
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
PAUL PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Paul Public Charter School (“PAUL PCS”), and the Department on Disability Services / Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 to 21) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

PAUL PCS is the local education agency responsible for ensuring that a free appropriate public education (“FAPE”) is made available to eligible students pursuant to the Individuals with Disabilities Education Act (20 U.S.C. § 1412(a)(1)). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended, 20 U.S.C. § 701, *et seq.*

In July 2014, Congress passed and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that PAUL PCS in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary supports to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment (“IPE”). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student’s representative, and an RSA Vocational Rehabilitation (“VR”) Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

- a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;
 - c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48 (b), State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
 - e. In accordance with the definition in § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in § 361.5(c)(10)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(38).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(41).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at PAUL PCS.
4. DDS/RSA will assign a VR Specialist to PAUL PCS whom will be responsible for identifying the potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at PAUL PCS. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system, "System 7." Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with TaNia Taylor, Student Support Coordinator, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Denise Akers, SPED Coordinator, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent / guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school bi-monthly on the 1st and 3rd Thursday of every month to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of PAUL PCS.

1. PAUL PCS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. PAUL PCS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, access to Wi-Fi or internet, and access to a printer and copier.
3. Assigned school staff will identify students who are potentially eligible for DDS/RSA services. (Students with an IEP or 504 plan, or students with a documented disability).
4. PAUL PCS will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of PAUL PCS and DDS/RSA

1. PAUL PCS and VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate

intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. PAUL PCS and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. PAUL PCS and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal, and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR specialist and PAUL PCS IEP team determine is an appropriate candidate for this service.

IV. COORDINATION OF SERVICES

Parties to this MOA agree to work together in planning for postsecondary transition and to ensure the provision of transition services while students are enrolled in school. The Parties will establish a referral process and monitor the progress of cases through monthly consultation. The Parties will plan outreach and educational activities for potentially eligible students and their families, and develop appropriate pre-employment transition services for potentially eligible students. The Parties will be available to provide direct services to students and participate with school staff, students and their families in transition planning during the last two years of school. The Parties will collaborate to ensure that DDS/RSA applications are available, and that all potentially eligible students between the ages of 14 and up to 22 are encouraged to apply for services.

Neither DDS/RSA nor PAUL PCS will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSE to establish and maintain policies and procedures to ensure compliance with the requirements set forth in 34 C.F.R. §§ 397.10, 397.20, and 397.30, regarding the preparation, transmittal, and retention of documentation relating to students with disabilities who are known to be seeking subminimum wage employment.

V. RESOLUTION OF DISPUTES

Disputes which arise among the parties to this agreement that are not under the purview of an impartial due process hearing officer will be brought to the attention of the DDS/RSA Program Manager and the equivalent staff at PAUL PCS. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of PAUL PCS and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, PAUL PCS and the Deputy Director, DDS/RSA.
- B. The PAUL PCS Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the PAUL PCS Chief Executive Officer and the DDS/RSA Deputy Director will schedule a meeting of the Parties within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and to review the facts. The Parties will work cooperatively to resolve the dispute.

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- B. **ANNUAL REVIEW.** The Parties to this MOA, or their designated representatives, shall meet annually to review the progress both entities have made in meeting the performance objectives outlined in this MOA. Any modifications to this MOA shall be made in accordance with Section X.B.

VII. TERMINATION

Either Party may terminate this MOA by giving the other Party at least thirty (30) calendar days written notice and a status report of the students with disabilities to whom the terminating Party has provided services pursuant to this MOA. If such notice is given, the MOA shall terminate on the date specified in the written notice, and the liabilities of the Parties hereunder for further performance of the terms of the MOA shall cease, but the Parties shall not be released from the duty to perform the MOA up to the date of termination.

VIII. AUTHORITY FOR THE MOA

This MOA is subject to the provisions of the Individuals with Disabilities Education Act ("IDEA"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

IX. PROCEDURAL SAFEGUARDS

The Parties of this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA in accordance with all relevant federal and local statutes, regulations, and policies, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA”). Both PAUL PCS and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

Because of legal responsibilities of the Parties under applicable federal and state laws, PAUL PCS and DDS/RSA may maintain different requirements for the documentation of disability, the determination of eligibility for services, and the specification of particular services or accommodation(s) to be provided. This MOA does not require either Party to alter its policies for providing services or support.

B. Changes to the MOA/Designation of Representatives

Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are agreed upon by both Parties shall be incorporated in this MOA as written amendments signed by the Parties.

C. Responsibility for the Acts of the Parties

No employee or agent of either entity shall be deemed to be an employee or agent of the other entity and shall have no authority, expressed or implied, to bind the other entity except as expressly set forth herein. Each entity shall be responsible for its acts and those of its employees, agents and subcontractors, if any, during the course of this MOA.

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. NOTICES

The following individuals are the points of contact for each Party under this MOA:

For PAUL PCS:

~~Denise Akers~~ *Aireen Samson*
Special Education Coordinator
5800 8th Street NW
Washington, DC, 20011
(202) 291-7499

For DDS/RSA:

~~Christopher Nacc~~ *ANGELA SPINELLA*
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street SW
Washington, DC, 20024
(202) 527-4968

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this MOA on behalf of their respective agencies as of the last date set forth below:

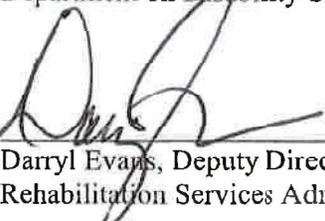
For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/28/20

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

1/17/2020

Date

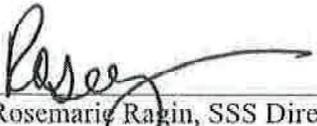
For Paul Public Charter School:



Tracey Wright, CEO
Paul Public Charter School

10/8/18

Date



Rosemarie Ragin, SSS Director
Paul Public Charter School

10/8/18

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES |
REHABILITATION SERVICES ADMINISTRATION
AND
WASHINGTON LATIN PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Washington Latin Public Charter School (“WLPCS”) and the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 to 21) with disabilities from secondary school to the achievement of their desired post-school outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

WLPCS is the local education agency responsible for ensuring that a free appropriate public education (“FAPE”) is made available to eligible students pursuant to the Individuals with Disabilities Education Act (20 U.S.C. § 1412(a)(1)). RSA is the administration within the Department on Disability Services responsible for providing vocational rehabilitation, including job training and job placement services, pursuant to the Rehabilitation Act of 1973, as amended, 20 U.S.C. § 701, *et seq.*

In July 2014, Congress passed and the President signed into law the Workforce Innovation and Opportunity Act (“WIOA”). This Act imposed a requirement on vocational rehabilitation (“VR”) agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, in order to prepare these students for postsecondary success.

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Washington Latin PCS in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an IEP or 504 plans). Pre-employment transition

services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.

- C. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary supports to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- D. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- E. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have choice in the development of the Individualized Plan for Employment (“IPE”). The IPE is administered by DDS/RSA and must be signed and dated by the student and/or the student’s representative, and an RSA Vocational Rehabilitation (“VR”) Specialist in accordance with applicable federal and state regulations. This must occur within 90 days from the date of eligibility determination and prior to exit from secondary school.
- F. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

III. SCOPE OF SERVICES

This MOA is based on the following terms:

The Parties to this MOA agree to promote from their respective agencies the development and implementation of appropriate services for students with disabilities. The Parties to this MOA agree to provide outreach to and identification of students with disabilities who need transition services, including Pre-Employment Transition Services.

The Parties agree to accept the following responsibilities:

A. Responsibilities of the DDS/RSA.

- 1. DDS/RSA has responsibility for providing eligibility determination, vocational counseling, and job placement services to individuals with disabilities at no cost to local education agencies. The VR Specialist, in

conformance with financial and age guidelines, makes eligibility determinations based on the following criteria:

- a. The presence of an impairment with resulting functional limitations in major life activities;
 - b. The limitations from the impairment constitute a substantial impediment to employment;
 - c. The individual requires vocational rehabilitation services to prepare to enter, engage in, retain or advance in gainful employment; and
 - d. That the individual can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.
2. DDS/RSA may provide eligible individuals with disabilities the following services as defined in 34 CFR § 361.48 (b), State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
 - e. In accordance with the definition in § 361.5(c)(39), physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated State unit (such as through health insurance or a comparable service or benefit as defined in § 361.5(c)(10)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts

have been made by the State unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in § 361.5(c)(57).
- i. Vocational rehabilitation services to family members, as defined in § 361.5(c)(23), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
- j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
- k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
- l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
- m. Supported employment services in accordance with the definition of that term in § 361.5(c)(54).
- n. Personal assistance services in accordance with the definition of that term in § 361.5(c)(39).
- o. Post-employment services in accordance with the definition of that term in § 361.5(c)(42).
- p. Occupational licenses, tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in § 361.5(c)(11).
- u. Other goods and services determined necessary for the individual with a disability to achieve an employment outcome.