

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or family engagement event for students and parents at WLPCS.
4. DDS/RSA will assign a VR Specialist to WLPCS 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 WLPCS. 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 Khashiffa Roberts to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Anna Jessemen 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 3<sup>rd</sup> Wednesday 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 Washington Latin Public Charter School**

1. WLPCS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. WLPCS 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. WLPCS 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 WLPCS and DDS/RSA**

1. WLPCS Coordinator and DDS/RSA 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. WLPCS Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. WLPCS 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 WLPCS 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 WLPCS 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 WLPCS. 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 WLPCS 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, WLPCS and the Deputy Director, DDS/RSA.
- B. The WLPCS Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the WLPCS 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 WLPCS 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, WLPCS 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 WLPCS:**

Khashiffa Roberts  
Assistant Principal of Student Life  
Co-Director of Student Support Services  
Washington Latin Public Charter School  
5200 2<sup>nd</sup> Street NW  
Washington, DC, 20011  
(202) 223-1111 ext 139

Anna Jesseman  
Director of Mental Health Program  
Co-Director of Student Support Services  
Washington Latin Public Charter School  
5200 2<sup>nd</sup> Street NW  
Washington, DC, 20011  
(202) 223-1111

### **For DDS/RSA:**

Christopher Nace  
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

2/13/19  
Date

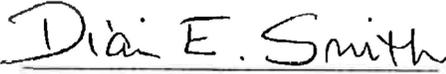
  
\_\_\_\_\_  
Darryl Evans, Deputy Director  
Rehabilitation Services Administration

2/13/2019  
Date

**For Washington Latin Public Charter School:**

  
\_\_\_\_\_  
Peter Anderson, Head of School  
Washington Latin Public Charter School

10/31/18  
Date

  
\_\_\_\_\_  
Diana Smith, Principal  
Washington Latin Public Charter School

10/29/18  
Date

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

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between YouthBuild DC Public Charter School (“YouthBuild”), 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 up to 22) 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.

YouthBuild 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 YouthBuild 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 YouthBuild.
4. DDS/RSA will assign a VR Specialist to YouthBuild 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 YouthBuild. 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 Michelle Pianem, Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Jennifer Mack, Special Education 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 monthly on the reoccurring standing date of every month (ex: 2<sup>nd</sup> 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 YouthBuild**

1. YouthBuild will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. YouthBuild 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. YouthBuild 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 YouthBuild and DDS/RSA**

1. School 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. Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. 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 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 YouthBuild 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 Special Education Coordinator or equivalent staff at YouthBuild. 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 YouthBuild 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, YouthBuild and the Deputy Director, DDS/RSA.
- B. The YouthBuild Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the YouthBuild 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 YouthBuild 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, YouthBuild 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 YouthBuild:**

Michelle Pianim  
Special Education Coordinator  
YouthBuild DC Public Charter School  
3220 16<sup>th</sup> Street NW  
Washington, DC, 20010  
(202) 319-0141  
[sped@youthbuildpcs.org](mailto:sped@youthbuildpcs.org)

### **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 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

January 25, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Darryl Evans, Deputy Director  
Rehabilitation Services Administration

01/16/2021  
\_\_\_\_\_  
Date

**For YouthBuild DC Public Charter School:**

  
\_\_\_\_\_  
Claire Libert, Head of School  
YouthBuild DC Public Charter School

December 8, 2020  
\_\_\_\_\_  
Date

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

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between the Department on Disability Services / Rehabilitation Services Administration (“DDS/RSA”), and Kingsman Academy Public Charter School (“Kingsman”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 up to 22) 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.

Kingsman 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 Kingsman 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.**

- I. 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 Kingsman.
4. DDS/RSA will assign a VR Specialist to Kingsman 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 Kingsman. 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 Dr. Dornice Stewart, Special Education Coordinator, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Katrina Foster, Director of Integrated Comprehensive Services, 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 **2<sup>nd</sup> and 4<sup>th</sup> Tuesdays** 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 Kingsman**

1. Kingsman will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Kingsman 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. Kingsman 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 Kingsman and DDS/RSA**

1. Kingsman Coordinator and DDS/RSA 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. Kingsman Coordinator and DDS/RSA VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Kingsman Coordinator and DDS/RSA 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 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 Kingsman 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 Kingsman. 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 Kingsman 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, Kingsman, and the Deputy Director, DDS/RSA.
- B. The Kingsman Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the Kingsman 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 Kingsman 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, Kingsman 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 Kingsman PCS:**

Katrina Foster  
Director of Integrated Comprehensive Services  
Kingsman Academy Public Charter School  
1375 E Street NE  
Washington, DC 20002  
(202) 547-1028 ext 331

### **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 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:**

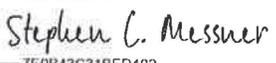
  
\_\_\_\_\_  
Andrew P. Reese, Director  
Department on Disability Services

1/20/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Darryl Evans, Deputy Director  
Rehabilitation Services Administration

10/15/2021  
\_\_\_\_\_  
Date

**For Kingsman Academy Public Charter School:**

DocuSigned by:  
  
\_\_\_\_\_  
7E0B43C318ED402...  
Steve Messner, President & Board Chair  
Kingsman Academy Public Charter School

10/1/2020 | 6:48 PM EDT  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kennesha Kelly, Executive Director  
Kingsman Academy Public Charter School

Date 9/30/2020

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

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between BASIS DC Public Charter School (“BASIS”), 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.

BASIS 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 BASIS 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 eligible and 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 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.

3. DDS/RSA will participate in a minimum of one parent-teacher conference and/or transition workshop for students and parents at BASIS.
4. DDS/RSA will assign a VR Specialist to BASIS 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 eligible 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 BASIS. 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 school Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Gisselle Brown, Director of Student Support Services, 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 agreed upon standing date 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. Any person providing services under this MOA on behalf of DDS/RSA shall have undergone a suitable background check (as required for obtaining and renewing licensure and certification to provide services within schools in Washington D.C.) in order to ensure such individual's qualifications and fitness to work privately with children.
13. DDS/RSA understands that BASIS may from time to time become involved in special education due process matters or investigations into special education matters under the IDEA or Section 504 (a "Litigation Matter"). Where a Litigation Matter arises from a service provided by DDS/RSA, they agree, at their expense, that DDS/RSA will participate as necessary in the Litigation Matter, including but not limited to providing records related to the relevant services and participate in meetings, interviews, and hearings, as appropriate.
14. DDS/RSA shall, at all times and at its own expense, maintain liability insurance sufficient to cover its obligations under this Agreement, which shall at least include the following coverage: (a) general commercial liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate; and abuse and molestation coverage with a minimum of one million dollars

(\$1,000,000); and (b) worker's compensation insurance no less than the statutory limits required by the district where the services are performed. For coverage (a) above, DDS/RSA shall provide certificates of insurance and endorsements naming "BASIS DC, A Public Charter School, its affiliates, and its agents" as additional insureds for both ongoing and completed operations on a primary and non-contributory basis as well as a waiver of subrogation endorsement in favor of "BASIS DC, A Public Charter School, its affiliates, and its agents". For coverage (b), DDS/RSA shall provide a certificate of insurance evidencing such coverage is in full force and effect with a financially sound and reputable insurer.

#### **B. Responsibilities of BASIS Public Charter School.**

1. BASIS will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. BASIS 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. BASIS 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 BASIS and DDS/RSA.**

1. BASIS 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. BASIS Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. BASIS 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 Transition Coordinator determine is an appropriate candidate for this service.

4. Each Party shall indemnify, hold harmless, and defend the other party, its affiliated entities, agents, representatives, members, managers, directors, officers, and employees from and against all claims, actions, suits, demands, damages, judgments, costs, expenses, and losses (collectively "Claims"), including reasonable attorney fees incurred as a result of such Claims, arising out of the actions or omissions of the indemnifying party pursuant to this MOA, including but not limited to (a) the indemnifying party's gross negligence, negligence, or willful misconduct in the performance or non-performance of this MOA; (b) breach of any representation, warranty, or other obligation under this MOA; or (c) any personal injury (including death) or damage to personal or real property resulting from the acts or omissions of the indemnifying party or that of its employees or agents.

#### **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 BASIS will enter into a contract or other arrangement with an entity, as defined in 34 C.F.R. § 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 State Education Agency (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 BASIS. 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 BASIS 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 Head of Operations, BASIS and the Deputy Director, DDS/RSA.
- B. The BASIS Head of Operations and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the BASIS Head of Operations and the DDS/RSA Deputy Director, or their designees, 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 BASIS 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, BASIS 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 BASIS PCS:**

Gisselle Brown  
Director of Student Support Services  
BASIS DC Public Charter School  
410 8<sup>th</sup> Street NW  
Washington, DC, 20004  
(202) 804-6390  
[Gisselle.Brown@BasisEd.com](mailto:Gisselle.Brown@BasisEd.com)

Rhonda Slade  
Head of Operations  
BASIS DC Public Charter School  
410 8<sup>th</sup> Street NW  
Washington, DC, 20004  
(202) 804-6390  
[Rhonda.slade@basised.com](mailto:Rhonda.slade@basised.com)

### **For DDS/RSA:**

Angela Spinella  
Program Manager  
Department on Disability Services  
Rehabilitation Services Administration  
250 E Street, SW  
Washington, DC, 20024  
(202) 527-4968  
[Angela.Spinella@dc.gov](mailto:Angela.Spinella@dc.gov)

[SIGNATURE PAGE TO FOLLOW]



**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT ON DISABILITY SERVICES |  
REHABILITATION SERVICES ADMINISTRATION  
AND  
LAYC CAREER ACADEMY**

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between LAYC Career Academy (“LAYC CA”), 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.

LAYC CA 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 LAYC CA 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 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 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 LAYC CA.

4. DDS/RSA will assign a VR Specialist to LAYC CA whom 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 LAYC CA. 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 Martha Sanchez, Special Education Coordinator or Ms. Rivera, Sped Paraprofessional, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Dedria Harrod, Director of Student Support, 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 1<sup>st</sup> Wednesday 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 LAYC Career Academy**

1. LAYC CA will contact Martha Sanchez, Sped Coordinator or Ms. Rivera, Sped Paraprofessional who will be responsible for coordinating with the assigned VR Specialist.
2. LAYC CA 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. LAYC CA 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 10 business days prior to the meeting date.

#### **C. Responsibilities of LAYC CA and DDS/RSA**

1. LAYC CA 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. LAYC CA and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. LAYC CA 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 LAYC CA 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 LAYC CA 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 LAYC CA. 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 LAYC CA 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, LAYC CA and the Deputy Director, DDS/RSA.
- B. The LAYC CA Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the LAYC CA 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 LAYC CA 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, LAYC CA 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 LAYC Career Academy:**

Martha Sanchez  
Special Education Coordinator  
LAYC Career Academy  
3324 16<sup>th</sup> Street NW  
Washington, DC, 20010  
(202) 437 5319

**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 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:**

*T. Jared Morris* for Andrew P. Reese

July 27, 2021

Andrew P. Reese, Director  
Department on Disability Services

Date



Darryl Evans, Deputy Director  
Rehabilitation Services Administration

Date

7/16/21

**For LAYC Career Academy:**

*Nicole Hanrahan*

Nicole Hanrahan, Executive Director  
LAYC Career Academy

5/20/21

Date

*Dr. Jacqueline Fernandez-Romero*

Dr. Jacqueline Fernandez-Romero (Dr. J. J. 2021-12-11)

Dr. Jacqueline Fernandez  
LAYC Career Academy

6/11/21

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT ON DISABILITY SERVICES I  
REHABILITATION SERVICES ADMINISTRATION  
AND  
THURGOOD MARSHALL ACADEMY PUBLIC CHARTER SCHOOL**

**I. INTRODUCTION**

This Memorandum of Agreement ("MOA") is entered into between Thurgood Marshall Academy Public Charter School ("TMA"), 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.

TMA 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 TMA 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(0)(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 TMA.
4. DDS/RSA will assign a VR Specialist to TMA 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 TMA. 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 Monica Burruss, SPED Teacher, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Elena Roberts, Special Education Director, 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 1<sup>st</sup> & 3<sup>rd</sup> Tuesday 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 TMA Public Charter School**

1. TMA will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. TMA 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. TMA 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 TMA Public Charter School and DDS/RSA**

1. TMA Coordinator and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and will coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. TMA Coordinator and DDS/RSA VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. TMA Coordinator and DDS/RSA 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 TMA 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 TMA 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 TMA. 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 TMA 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, TMA and the Deputy Director, DDS/RSA.
- B. The TMA Chief Executive Officer and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the TMA 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 TMA 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, TMA 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 TMA PCS:**

Elena Roberts  
Director of Special Education  
Thurgood Marshall Academy PCS  
2427 Martin Luther King Jr Avenue SE  
Washington, DC, 20020  
(202) 563-6862

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

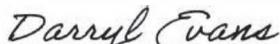
**For the Department on Disability Services:**



Andrew P. Reese, Director  
Department on Disability Services

January 25, 2022

Date



Darryl Evans, Deputy Director  
Rehabilitation Services Administration

10/25/2021

Date

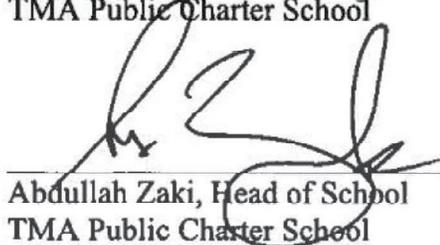
**For Thurgood Marshall Academy Public Charter School:**



Raymond Weeden, Executive Director  
TMA Public Charter School

10/18/21

Date



Abdullah Zaki, Head of School  
TMA Public Charter School

10/18/21

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT ON DISABILITY SERVICES |  
REHABILITATION SERVICES ADMINISTRATION  
AND  
DEPARTMENT OF YOUTH REHABILITATION SERVICES**

**I. INTRODUCTION**

This Memorandum of Agreement (“MOA”) is entered into between the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), and the Department of Youth Rehabilitation Services (“DYRS”), collectively referred to herein as the “Parties,” for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 up to 22) with disabilities from secondary school to the achievement of their desired vocational outcomes, with a focus on employment; postsecondary education & training; community engagement; and healthy lifestyles.

DYRS, the District’s juvenile justice agency, enters into this agreement in its capacity as a state public 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). DYRS is responsible for providing education to youth securely confined in both DYRS facilities, the Youth Services Center (“YSC”) and New Beginnings Youth Development Center (“NB”). 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. DEFINITIONS**

The following terms are defined for the purposes of this MOA.

1. State public agency– public institution or agency having administrative control and direction over a public elementary school or secondary school, per 20 U.S. Code § 1401(5)(b). DYRS is the state public agency in this MOA.

2. Pre-employment transition services (“Pre-ETS”) – a group of services required under WIOA to assist students ages 14-22 who are eligible or potentially eligible for VR services with identifying career interests and developing skills in preparation for transition to competitive integrated employment and/or post-secondary education. The five Pre-ETS services include job exploration counseling, work-based learning experiences, counseling on postsecondary education, workplace readiness training, and instruction in self-advocacy.
3. Comprehensive needs assessment (“CNA”) – an assessment of the needs of persons with disabilities. The CNA aids in identifying potential barriers to the person’s successful vocational rehabilitation participation and identifies the person’s strengths, resources, abilities, and capabilities.
4. Designated state unit – the state vocational rehabilitation unit that is responsible for the administration of VR services to persons with disabilities.
5. Eligible student – a student with a disability who: (1) is in an educational program; (2) is 14 to 22 years of age; and (3) is eligible for and is receiving special education or related services under Part B of the Individuals with Disabilities Education Act (“IDEA”) or is a person with a disability for purposes of section 504 of IDEA.
6. Eligibility determination – a process by which qualified personnel determine that an applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant, and that the person requires VR services to prepare for, secure, retain, advance in, or regain employment consistent with the person’s strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.
7. Individualized Plan for Employment (“IPE”) – a written document designed to achieve a specific employment outcome, as defined in 34 C.F.R § 361.5(c)(15) and 29 DCMR § 199, selected by the person and consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. An IPE is developed and implemented in a manner that gives eligible persons the opportunity to exercise informed choice in selecting their employment outcome, the specific vocational rehabilitation services needed to achieve the employment outcome, and the entity or entities that will provide the VR services. The IPE is mutually agreed upon by the person (and/or their representative) and a qualified vocational rehabilitation counselor or specialist employed by the designated state unit. *See* 34 C.F.R. §§ 361.45 and 361.46.
8. Intake interview – the process of gathering information about a person who applies for services to assist in determining eligibility for VR services.
9. VR Specialist – a qualified employee of the designated state unit who assists persons with physical or mental disabilities to help them secure, maintain and/or regain employment.
10. Employment outcome – with respect to a person, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment including customized employment, self-employment, telecommuting, business ownership, or supported employment. The employment outcome must be consistent with a person’s unique strengths, resources,

priorities, concerns, abilities, capabilities, interests, and informed choice. *See* 34 C.F.R. 361.5 § (c)(15).

11. Client Assistance Programs (“CAP”) – a program established to advise and inform applicants, clients and other persons with disabilities of the available services and benefits under the Rehabilitation Act of 1973, as amended, and of the services and benefits available to them under Title I of the Americans with Disabilities Act (ADA).
12. Physical and mental restoration services – limited or short-term medical services that correct or substantially modify, within a reasonable period of time, a mental and/or physical condition that is stable or slowly progressive, per 34 CFR §361.5(c)(39).
13. Maintenance –support provided to an eligible individual for expenses, such as clothing and/or transportation, that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment, per 34 CFR § 361.5(c)(34).
14. Supported employment services – services that are offered to individuals with the most significant disabilities and enable those individuals to enter competitive integrated employment by providing individualized assistance in finding an appropriate job match and establishing extended services and long-term supports within the work environment, per 34 CFR § 361.5(c)(54).
15. Personal assistant services – services that are designed to assist an individual with a disability with on-the-job or related daily living activities that the individual typically would perform if he or she did not have a disability.
16. Post-employment services – vocational rehabilitation services that are provided subsequent to an eligible individual's achievement of an employment outcome. Post-employment services are necessary for the individual to maintain, regain, or advance in employment, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, and interests.
17. Rehabilitation technology – services that provide or help eligible students obtain adaptive modifications, such as wheelchairs and lifts, to address the barriers confronted by individuals with significant disabilities, including barriers to education, rehabilitation, employment, transportation, independent living, or recreation.
18. Transition services – services that develop skills specifically designed for youths with significant disabilities between the ages of 14 and 24 to promote self-awareness and self-esteem, develop advocacy and self-empowerment skills, and explore career options, including transitioning from school to such activities as postsecondary education, vocational training, employment, continuing and adult education, adult services, independent living, or community participation.
19. Statewide workforce development system – a system created with the express purpose to convene state, regional, and local workforce systems and partners, to (a) enhance the capacity and performance of the workforce development system; (b) align and improve the outcomes and effectiveness of federally funded and other workforce programs and investments; (c) through these efforts, promote

economic growth; (d) engage public workforce system representatives, including businesses, education providers, economic development, labor representatives, and other stakeholders to help the workforce development system achieve the purpose of the Workforce Innovation and Opportunity Act (WIOA); and (e) assist to achieve the State's strategic and operational vision and goals as outlined in the State Plan.

20. Transition workshops— events and activities for students with disabilities, that provide education and information to assist with transitioning from high school to employment, education, or training and independent living.
21. Project SEARCH – a program that provides employment readiness training for people aged 18-30 with intellectual and developmental disabilities through intensive internships and classroom instruction. DC Project SEARCH is a partnership between an RSA supported employment provider (34 CFR §361), DC Public Schools, Ivymount School, DC Department on Disability Services / Rehabilitation Services Administration, and the host business. The Project SEARCH program prepares interns with skills that match labor needs in today's integrated workforce.
22. Paid Work-Based Learning experiences (WBLE) – educational approaches or instructional methodologies that use the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities.

### **III. GOALS AND OBJECTIVES OF THIS AGREEMENT**

This MOA is based on the following principles:

- A. The Parties acknowledge that DYRS, in its role as a state public agency per 20 U.S.C. § 1401(5)(B), 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. 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.
- G. This MOA is in no way intended to modify the responsibilities or authority delegated to the parties under federal or state law.

#### **IV. SCOPE OF 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 and/or state public agencies responsible for administration of education. 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. As appropriate to the vocational rehabilitation needs of each student and consistent with each student’s individualized plan for employment,

DDS/RSA must ensure that the following vocational rehabilitation services are available to assist the student with a disability in preparing for, securing, retaining, advancing in, or regaining an employment outcome that is consistent with the student's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice:

- 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 qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, 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 § 370.
- e. In accordance with the definition in 34 CFR § 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 34 CFR § 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 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)(57).
- 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 that term in 34 CFR § 361.5(c)(54).
  - n. Personal assistance services in accordance with the definition of that term in 34 CFR § 361.5(c)(38).
  - o. Post-employment services in accordance with the definition of that term in 34 CFR § 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 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 with disabilities.
  - 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 34 CFR § 361.5(c)(11).
  - u. Other goods and services determined necessary for the student with a disability to achieve an employment outcome.
3. DDS/RSA will participate in a minimum of one DYRS-hosted parent-teacher conference and/or transition workshop for students and parents at DYRS.
4. DDS/RSA will assign a VR Specialist to DYRS. The VR Specialist will be responsible for:
- a. eligibility determination for students with disabilities who are in need of transition services and/or Pre-Employment Transition Services,