

including accepting application referrals from identified school personnel;

- i. eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances.
 - b. 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;
 - c. developing IPEs; and
 - i. IPE will be developed within 90 days of a student being determined eligible.
 - d. coordinating the services for eligible or potentially eligible students at DYRS.
 - i. coordination of Vocational Rehabilitation 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 referrals and applications for DDS/RSA VR services. Referrals and applications will be entered into DDS/RSA's electronic case management system.
6. DDS/RSA will contact the student/parent and school liaison within five (5) business days of receipt of the referral and/or application to provide notification of referral and/or application status.
7. The VR Specialist will work with the designated school liaison to schedule an intake interview at the student's school. If initial contact efforts are unsuccessful, DDS/RSA will work with Felicia Hayward, Deputy Chief of Secure Programs, to follow up with the student/parent.
8. 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.
9. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
10. 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.

11. 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.
12. A DDS/RSA VR Specialist will be available at the school bi-monthly on the specified dates every month determined by the parties of this MOA 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, and meet with appropriate staff to discuss progress of the client's IPE development and client's progress toward achievement of goals identified in their transition plans.
13. 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.
14. In its role as Designated State Unit, DDS/RSA will work with the Office of the State Superintendent (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.
15. DDS/RSA will maintain the confidentiality of DYRS students, in accordance with D.C. Code § 2-1515.06.

B. Responsibilities of DYRS

1. The DYRS Educational Vendor, See Forever Foundation, will identify a school staff member to be the point of contact for both DYRS secure facilities, Youth Services Center and New Beginnings Youth Development Center. The point of contact will be responsible for coordinating with the assigned VR Specialist.

2. DYRS will provide private space for the VR Specialist to meet with students, and if available, access to office equipment, computer for student use, Wi-Fi or internet, and a printer-copier.
3. The DYRS Point of Contact will identify students who are potentially eligible for DDS/RSA services and submit an application and/or referral for services to rsa.transition@dc.gov.
4. The DYRS Point of Contact 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 IEP meeting date.

C. Responsibilities of DDS/RSA and DYRS

1. DYRS Educational Vendor 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. DYRS Educational Vendor and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students. DYRS will utilize youth records and facility programming schedules to identify time periods for youth to participate in work readiness activities.
3. DYRS Educational Vendor and VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and 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 DYRS Educational Vendor determine is an appropriate candidate for this service.
4. 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.
5. The Parties shall not enter 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.

V. 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.

Referral Process for students seeking Pre-ETS:

1. The Pre-ETS consent form should be completed in its entirety, including supporting documentation (IEP, Medical Evaluations etc.), and submitted to rsa.transition@dc.gov.
 - a. Pre-ETS consent forms for students under the age of 18 require parental consent and signature.
 - b. Adult students over the age of 18 are required to sign the Pre-ETS consent form.
 - c. For students over 18 with legal guardianship, the legal guardian must sign the Pre-ETS consent form.
2. Once the completed Pre-ETS consent form is received by the Program Support Assistant, they are disseminated to the appropriate Vocational Rehabilitation Assistant.
3. The VR specialist will contact the student's family within 5 business days to provide an overview of Pre-ETS services. The overview will provide the student's family with information pertaining to Pre-ETS and programming.
4. Pre-ETS services will be initiated once the student and family decide through informed choice in which of the five required pre-employment transition services the student will engage. Once one or more of the following five Pre-ETS services are selected, the VR specialist will authorize the student for Pre-ETS programming. The five Pre-ETS services include:
 - a. Job exploration counseling;
 - b. Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting and/or internships;
 - c. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs;
 - d. Workplace readiness training to develop social skills and independent living skills; and
 - e. Instruction in self-advocacy.

Referral process for students seeking VR services:

If a student is eligible or potentially eligible and receiving Pre-ETS and decides to apply for VR services they must:

1. Complete the VR transition referral form which can be downloaded from the website but must be submitted to the rsa.transition@dc.gov or a paper copy can be obtained by the, School POC or VR Specialist assigned to the school.
2. The VR transition referral should be completed in its entirety, including providing supporting documentation (IEP, Medical Evaluations etc.), and submitted to rsa.transition@dc.gov.
3. The VR transition referral for students under the age of 18 require parental consent and signature.
4. Adult students over the age of 18 are required to sign the VR transition referral form.
5. For students over 18 with legal guardianship, the legal guardian must sign the VR transition referral.
6. Once the completed VR transition referral is received by the Program Support Assistant, the referral is disseminated to the appropriate Vocational Rehabilitation Assistant.

VI. 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, the Principal of the respective DYRS School, and the DYRS Workforce Development and Education Program Manager. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner for up to thirty (30) calendar days.

Any disputes that require leadership input and/or are not resolved in the aforementioned manner will be escalated to the agency directors of DYRS and DDS/RSA, or their designees. The escalated 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 Deputy Director for Youth and Family Services, DYRS, and Deputy Director, DDS/RSA.
- B. The Deputy Director for Youth and Family Services, DYRS and the DDS/RSA Deputy Director, or their designees, will schedule a meeting of the Parties, and other necessary stakeholders, within thirty (30) calendar days of the letter to discuss the issue(s) in dispute and review the facts. The Parties will work cooperatively to resolve the dispute.
- C. If the escalated resolution process does not produce a mutually agreed upon solution within ten (10) business days, the issue(s) will be sent to the City Administrator for resolution.

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; and the Department of Youth Rehabilitation Services Establishment Act, D.C. Code § 2-1515.04(2)

IX. CONFIDENTIALITY AND 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”) and the DYRS Establishment Act, Confidentiality of youth records, at D.C. Code § 2-1515.06. Both DYRS 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, DYRS 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 DDS/RSA:

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

For DYRS:

Deborah Squire
Special Education Coordinator
MAYA ANGELOU PUBLIC CHARTER SCHOOL operating at Youth Services Center

5600 East Capitol Street NE
Washington, DC, 20019
(202) 431-1111

[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
Andrew P. Reese, Director
Department on Disability Services

1/20/2022
Date

Darryl T. Evans
Darryl Evans, Deputy Director
Rehabilitation Services Administration

1.18.2021
Date

For Department of Youth Rehabilitation Services:

Hilary Cairns
Hilary Cairns
Acting Director

12/13/2021
Date

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

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Capital City Public Charter School (“CCPCS”) 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.

CCPCS 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 **CCPCS** 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).
- f. 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.
- 2. 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 CCPCS.
4. DDS/RSA will assign a VR Specialist to CCPCS 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 CCPCS. 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 **Haajar Celestin, CCPCS Transition Coordinator**, to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with designated school staff (**Wanda Gregory, CCPCS 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 at the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program and determine if sufficient

information has been provided to DDS/RSA to make an eligibility determination.

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

B. Responsibilities of Capital City Public Charter School

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

1. **CCPCS staff** and DDS/RSA VR Specialist will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPF meetings, and pre-employment transition services for potentially eligible students.
2. **CCPCS** and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. **CCPCS** 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 **CCPCS** 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 **CCPCS** 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 Director at CCPCS**. 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 **CCPCS** 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, **CCPCS** and the Deputy Director, DDS/RSA.
- B. The **CCPCS Chief Executive Officer** and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the **CCPCS 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 CCPCS 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, CCPCS 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 CCPCS:

Wanda Pittman-Gregory
LEA Director of Special Populations
Capital City Public Charter School
100 Peabody Street NW
Washington, DC, 20011
(202) 808-9764

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

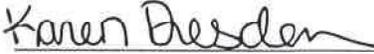


Darryl Evans, Deputy Director
Rehabilitation Services Administration

11/30/2021

Date

For Capital City Public Charter School:



Karen Dresden, Head of School
Capital City Public Charter School

11/4/2021

Date



Wanda Pittman-Gregory, LEA Rep
Capital City Public Charter School

11/24/21

Date

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

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between District of Columbia International School Public Charter School (“DCI”) 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.

DCI 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 DCI 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 DCI.
 4. DDS/RSA will assign a VR Specialist to DCI 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 DCI. 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 DCI Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Melody Maitland, 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.

B. Responsibilities of DCI Public Charter School

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

1. DCI Transition 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. 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 DCI 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 DCI. 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 DCI 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 Executive Director, DCI and the Deputy Director, DDS/RSA.
- B. The DCI Executive Director and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the DCI Executive Director 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 DCI 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, DCI 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 DCI:

Kimberly Colley
Director, Student Support Services
DC International School PCS
1400 Main Drive NW
Washington, DC, 20012
(202) 808-9033

For DDS/RSA:

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

[SIGNATURE PAGE TO FOLLOW]

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

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

1/20/2022

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

01/20/2022

Date

For DC International School Public Charter School:



Christopher Nace, Interim Principal
DCI Public Charter School

10/17/2021

Date



Kimberly Colley, SSS Director
DCI Public Charter School

10/18/2021

Date

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

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between FRIENDSHIP COLLEGIATE PUBLIC CHARTER SCHOOL and the Department on Disability Services/Rehabilitation Services Administration (“DDS/RSA”), collectively referred to herein as the “Parties”, for the purpose of establishing a collaborative partnership that will facilitate the transition of students (ages 14 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.

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

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II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL in its role as the local education agency is responsible for ensuring that a free appropriate public education (“FAPE”) is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible

for VR services (students with an 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:

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The Parties agree to accept the following responsibilities:

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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)(56).
- 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 FRIENDSHIP COLLEGIATE PUBLIC CHARTER SCHOOL.
4. DDS/RSA will assign a VR Specialist to FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL who 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 FRIENDSHIP COLLEGIATE PUBLIC CHARTER SCHOOL. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL Transition Coordinator to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Geneva Logan, Director of Special Education, 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 2nd Wednesday of each 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 FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL

1. FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL 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. FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialist in writing at least 10 business days prior to the meeting date.

C. Responsibilities of FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL and DDS/RSA

5. FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL Transition 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.
6. Transition Coordinator and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
7. 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 FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL will enter into a contract or other arrangement with an entity, as defined in 34 CFR 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with 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 FRIENDSHIP COLLEGIATE PUBLIC CHARTER SCHOOL. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Executive Director, FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL and the Deputy Director, DDS/RSA.
- B. The FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL Executive Director and the DDS/RSA Deputy Director, or their designees, will assist to engage in fact-finding. When necessary, the FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL Executive Director 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 FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

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

B. Changes to the MOA/Designation of Representatives

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

C. Responsibility for the Acts of the Parties

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

D. Notice of Lawsuit

Either Party that becomes a defendant in a lawsuit that involves services provided under this MOA and that may involve legal liability of the other Party shall deliver to the other

Party, within five (5) days of service of process, a copy of any pleading relating to such lawsuit.

XI. FUNDING PROVISIONS

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 FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL:

Geneva Logan
Director of Special Education
4095 Minnesota Ave. NE
Washington, DC, 20019
(202) 398-2230

For DDS/RSA:

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

[SIGNATURE PAGE TO FOLLOW]

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

For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

6/9/2023

Date



Darryl Evans, Deputy Director
Rehabilitation Services Administration

06/07/2023

Date

For FRIENDSHIP COLLEGIATE ACADEMY PUBLIC CHARTER SCHOOL:

DocuSigned by:


Ms. Patricia Brantley

3/9/2023

Date

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
ST. COLETTA SPECIAL EDUCATION PUBLIC CHARTER SCHOOL

I. INTRODUCTION

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

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

In July 2014, Congress passed, and 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 St. Coletta Special Education Public Charter School in its role as the local education agency is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- b. The Parties acknowledge that DDS/RSA has a responsibility for providing.

- i. Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education Program (“IEP”) or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs; (4) workplace readiness training; and (5) instruction in self-advocacy.
- c. The Parties have a common and concurrent interest in working cooperatively to ensure that transition-age students with disabilities have access to the skills, training, and necessary support to transition successfully from secondary school to postsecondary activities, including but not limited to vocational training, postsecondary education, and employment.
- d. The Parties have a common interest in developing and initiating vocational programs and services to students with disabilities.
- e. The Parties acknowledge that DDS/RSA is the Designated State Unit responsible for the administration and provision of vocational rehabilitation services. The Parties agree that the student and, if applicable, his or her representative, have a 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, State Vocational Rehabilitation Services Program:
- a. Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR counselor and development of and IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(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 § 361.5(c)(4:1).
 - p. Occupational licenses tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids, and devices.
 - r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in 34 CFR § 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 St.

Coletta Special Education Public Charter School.

4. DDS/RSA will assign a VR Specialist to St. Coletta Special Education Public Charter School 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 St. Coletta Special Education Public Charter School. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with Laura Ottenritter, 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 2nd 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 St. Coletta Special Education Public Charter School

1. St. Coletta Special Education Public Charter School will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.

2. St. Coletta Special Education Public Charter School 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. St. Coletta Special Education Public Charter School will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least 10 business days prior to the meeting date.

C. Responsibilities of St. Coletta Special Education Public Charter School and DDS/RSA

1. St. Coletta Special Education Public Charter School and

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

2. St. Coletta Special Education Public Charter School and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. St. Coletta Special Education Public Charter School 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 St. Coletta Special Education Public Charter School 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 St. Coletta Special Education Public Charter School will enter into a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with 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 St. Coletta Special Education Public Charter School. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of St. Coletta Special Education Public Charter School and DDS/RSA, or their designees.

The resolution process shall be as follows:

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

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- 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.

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

IX. PROCEDURAL SAFEGUARDS

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

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

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

B. Changes to the MOA/Designation of Representatives

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

C. Responsibility for the Acts of the Parties

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

D. Notice of Lawsuit

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

XI. FUNDING PROVISIONS

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 St. Coletta Special Education Public Charter School:

Catherine Decker
Director of Student Services
St. Coletta Special Education Public Charter School
1901 Independence Ave. SE
Washington, DC, 20003

For DDS/RSA:

Angela Spinella
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 399-4750

[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:

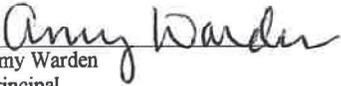

Andrew P. Reese, Director
Department on Disability Services

2/2/2024
Date


Darryl Evans, Deputy Director
Rehabilitation Services Administration

1.30.2024
Date

For St. Coletta Special Education Public Charter School


Amy Warden
Principal
St. Coletta Special Education Public Charter School

11/29/2023
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
GIRLS GLOBAL ACADEMY PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act ("WIOA"). This Act imposed a requirement on vocational rehabilitation ("VR") agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, 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 Girls Global Academy Public Charter School, in its role as the local education agency, is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education Program ("IEP") or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based

learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or post-secondary 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 post-secondary 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 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR counselor and development of and IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR Part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(56).
 - i. Vocational rehabilitation services to family members, as defined in 34 CFR § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
 - j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
 - k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
 - l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
 - m. Supported employment services in accordance with the definition of 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 § 361.5(c)(41).
 - p. Occupational licenses tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
 - r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in 34 CFR § 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 Girls Global Academy Public Charter School.

4. DDS/RSA will assign a VR Specialist to Girls Global Academy Public Charter School who will be responsible for providing information to potentially eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at Girls Global Academy Public Charter School. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with the 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 or as needed 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 Girls Global Academy Public Charter School

1. Girls Global Academy Public Charter School will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Girls Global Academy Public Charter School 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. Girls Global Academy Public Charter School will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least 10 business days prior to the meeting date.

C. Responsibilities of Girls Global Academy Public Charter School And DDS/RSA

1. Girls Global Academy Public Charter School and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

2. Girls Global Academy Public Charter School and the VR Specialist will collaboratively plan appropriate workreadiness activities for potentially eligible students.
3. Girls Global Academy Public Charter School and the VR Specialist will collaborate to identify pre-employment activities consistent with the student's employment goal and identify opportunities for paid work-based learning experiences (WBLE) prior to graduation. Paid WBLEs will be available to DDS/RSA clients whom both the VR Specialist and Girls Global Academy Public Charter School 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 Girls Global Academy Public Charter School will enter into a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d), for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

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

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 Girls Global Academy Public Charter School. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of Girls Global Academy Public Charter School and DDS/RSA, or their designees.

The resolution process shall be as follows:

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

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties pursuant to Section VII of this agreement.
- B. **ANNUAL REVIEW.** The 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 ("Girls Global Academy Public Charter School"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

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

IX. PROCEDURAL SAFEGUARDS

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

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

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

B. Changes to the MOA/Designation of Representatives

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

C. Responsibility for the Acts of the Parties

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

D. Notice of Lawsuit

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

XI. FUNDING PROVISIONS

No additional funding is required for implementation of this MOA.

XII. CONFIDENTIAL INFORMATION

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

XIII. NOTICES

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

For Girls Global Academy Public Charter School:

Johnita Johnson and/or Vikki Campos
College and Career Readiness Advisors
Girls Global Academy Public Charter School
733 8th St. NW
Washington, DC 20001
(202) 420-7200

For DDS/RSA:

Willina Robson
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 870-9778

[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

May 28, 2025

Date

For Girls Global Academy Public Charter School:



Karen Venable, Executive Director
Girls Global Academy Public Charter School

May 21, 2025

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES ADMINISTRATION
AND
THE SEED PUBLIC CHARTER SCHOOL**

I. INTRODUCTION

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

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

In July 2014, Congress passed, and the President signed into law the Workforce Innovation and Opportunity Act ("WIOA"). This Act imposed a requirement on vocational rehabilitation ("VR") agencies to devote a percentage of funding to the provision of pre-employment transition services to students with disabilities. This requires DDS/RSA to actively engage with students with disabilities to develop plans for postsecondary education & training, employment, or independent living, prior to graduation, 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 The SEED Public Charter School, in its role as the local education agency, is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education Program ("IEP") or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based

learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or post-secondary 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 post-secondary 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 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR counselor and development of and IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR Part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
 - h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(56).
 - i. Vocational rehabilitation services to family members, as defined in 34 CFR § 361.5(c)(22), of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome.
 - j. Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind, provided by qualified personnel.
 - k. Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind.
 - l. Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services.
 - m. Supported employment services in accordance with the definition of 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 § 361.5(c)(41).
 - p. Occupational licenses tools, equipment, initial stocks, and supplies.
 - q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids and devices.
 - r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
 - s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
 - t. Customized employment in accordance with the definition of that term in 34 CFR § 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 The SEED Public Charter School.
 4. DDS/RSA will assign a VR Specialist to The SEED Public Charter School who will be responsible for providing information to potentially

eligible students who are in need of transition services and/or Pre-Employment Transition Services, providing information about DDS/RSA's services to school staff and potentially eligible students and their families, including a description of the purpose of the VR program, scope of services, eligibility requirements, and application procedures, and for accepting application referrals from the identified school personnel. The VR Specialist will be responsible for determining eligibility, developing IPEs, and coordinating the services for potentially eligible students at The SEED Public Charter School. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.

5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with the 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 or as needed to conduct scheduled intake interviews, meet with students to complete a comprehensive assessment, be available to provide guidance and counseling to students who have been found eligible for services, provide job readiness workshops for potentially eligible students, attend IEP meetings when invited, meet with appropriate staff to discuss progress of client's IPE development and progress toward achievement of goals identified in their transition plans.
11. DDS/RSA will provide, in compliance with federal and state laws, comprehensive vocational rehabilitation services to students determined eligible for VR services. Comprehensive services include all VR services (including transition services) that are necessary to achieve an employment outcome, as indicated in an IPE agreed to by the eligible student and a qualified VR Specialist employed by DDS/RSA.

B. Responsibilities of The SEED Public Charter School

1. The SEED Public Charter School will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. The SEED Public Charter School 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. The SEED Public Charter School will invite the VR Specialist to the IEP meeting when there is a need to provide input on the alignment of the IPE employment goal and IEP Transition Plan. IEP meeting invitations will be extended to VR specialists in writing at least 10 business days prior to the meeting date.

C. Responsibilities of The SEED Public Charter School And DDS/RSA

1. The SEED Public Charter School and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.

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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.

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

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 The SEED Public Charter School. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an informal manner. Any unresolved disagreements will be brought to the agency directors of The SEED Public Charter School and DDS/RSA, or their designees.

The resolution process shall be as follows:

- A. A letter from any Party to this agreement stating the nature of the dispute shall be sent to the Chief Executive Officer, The SEED Public Charter School and the Deputy Director, DDS/RSA.

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

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties pursuant to Section VII of this agreement.
- B. **ANNUAL REVIEW.** The 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 ("The SEED Public Charter School"), as amended; and the Rehabilitation Act of 1973, as amended by WIOA.

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

IX. PROCEDURAL SAFEGUARDS

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

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

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

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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.

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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. CONFIDENTIAL INFORMATION

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

XIII. NOTICES

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

For The SEED Public Charter Academy:

LaKeya Simms
Assistant Director of Student Support Services
The SEED School of Washington, D.C.
4300 C St. SE
Washington, DC 20019
(202) 248-3025

For DDS/RSA:

Willina Robson
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 870-9778

[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:

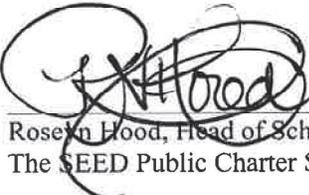
For the Department on Disability Services:



Andrew P. Reese, Director
Department on Disability Services

March 5, 2025
Date

For The SEED Public Charter School:



Roseyn Hood, Head of School
The SEED Public Charter School

2/26/2025
Date

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
REHABILITATION SERVICES
ADMINISTRATION AND
Washington Leadership Academy Public Charter School

I. INTRODUCTION

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

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

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

II. GOALS AND OBJECTIVES OF THIS AGREEMENT

This MOA is based on the following principles:

- A. The Parties acknowledge that Washington Leadership Academy Public Charter School in its role as the local education agency is responsible for ensuring that a free appropriate public education ("FAPE") is provided to eligible students with disabilities.
- B. The Parties acknowledge that DDS/RSA has a responsibility for providing.
 - i. Pre-Employment Transition Services to all students who are potentially eligible for VR services (students with an Individualized Education

Program ("IEP") or 504 plan). Pre-employment transition services include the provision of (1) job exploration counseling; (2) work-based learning experiences; (3) counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs; (4) workplacereadiness 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 post-secondary 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 a 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 34 CFR § 361.42.
 - b. Assessment for determining vocational rehabilitation needs by a qualified VR counselor and development of an IPE in accordance with 34 CFR § 361.45.
 - c. Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with 34 CFR § 361.52.
 - d. Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce development system, in accordance with 34 CFR §§ 361.23, 361.24, and 361.37, and to advise those individuals about client assistance programs established under 34 CFR part 370.
 - e. Physical and mental restoration services, in accordance with the definition in 34 CFR § 361.5(c)(39), to the extent that financial support is not readily available from a source other than the Designated State Unit (such as through health insurance or a comparable service or benefit as defined in 34 CFR § 361.5(c)(8)).
 - f. Vocational and other training services, including personal and vocational adjustment training, advanced training in, but not limited to, a field of science, technology, engineering, mathematics (including computer science), medicine, law, or business; books, tools, and other training materials, except that no training or training services in an institution of higher education (universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing or any other postsecondary education institution) may be paid for with funds under this part unless maximum efforts have been made by the State Unit and the individual to secure grant

assistance in whole or in part from other sources to pay for that training.

- g. Maintenance, in accordance with the definition of that term in 34 CFR § 361.5(c)(34).
- h. Transportation in connection with the provision of any vocational rehabilitation service and in accordance with the definition of that term in 34 CFR § 361.5(c)(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 § 361.5(c)(4:l).
- p. Occupational licenses tools, equipment, initial stocks, and supplies.
- q. Rehabilitation technology in accordance with the definition of that term in 34 CFR § 361.5(c)(45), including vehicular modification, telecommunications, sensory, and other technological aids, and devices.
- r. Transition services for students and youth with disabilities, that facilitate the transition from school to postsecondary life, such as achievement of an employment outcome in competitive integrated employment, or pre-employment transition services for students.
- s. Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce development system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome.
- t. Customized employment in accordance with the definition of that term in 34 CFR § 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 Washington Leadership Academy.
4. DDS/RSA will assign a VR Specialist to Washington Leadership Academy Public Charter School 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 Washington Leadership Academy. Eligibility determination will occur within 60 days of an application being received by RSA, barring any extraordinary circumstances. An IPE will be developed within 90 days of a student being determined eligible. The coordination of services will begin when the IPE has been approved and signed by all required parties.
5. DDS/RSA will accept, track, and document all completed applications for DDS/RSA services. Applications will be entered into DDS/RSA's electronic case management system. Both the student/parent and school will be contacted within five (5) business days of receipt of the application to provide notification of eligibility determination status. The VR Specialist will work with the school liaison to schedule an intake interview at the student's school. DDS/RSA will coordinate with the school liaison to schedule all intake appointments at the school. If initial contact efforts are unsuccessful, DDS/RSA will work with the assigned PoC, to follow up with the student/parent.
6. DDS/RSA will facilitate access to transition opportunities during or after high school such as Project SEARCH, internships, trial work experiences, jobs, and career planning and training.
7. DDS/RSA will begin working with all eligible and potentially eligible students by the time they reach 14 years of age.
8. The intake interview, conducted at the school, will provide an overview of the Vocational Rehabilitation Program, and determine if sufficient information has been provided to DDS/RSA to make an eligibility determination.

9. A DDS/RSA VR Specialist, with the consent of the adult student or the parent/ guardian if the student is under age 18, will attend the student's IEP team meeting when invited to discuss the student's Transition Plan.
10. A DDS/RSA VR Specialist will be available at the school monthly 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 Leadership Academy Public Charter School

1. Washington Leadership Academy Public Charter School will identify a school staff person who will be responsible for coordinating with the assigned VR Specialist.
2. Washington Leadership Academy Public Charter School 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. Washington Leadership Academy Public Charter School will invite the VR Specialist, with the consent of the parent, 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 five (5) business days prior to the meeting date.

C. Responsibilities of Washington Leadership Academy Public Charter School

1. Washington Leadership Academy Public Charter School and DDS/RSA VR Specialists will collaborate to identify and gather supporting documents necessary for eligibility determination, and coordinate intake interviews, IPE meetings, and pre-employment transition services for potentially eligible students.
2. Washington Leadership Academy Public Charter School and VR Specialist will collaboratively plan appropriate work readiness activities for potentially eligible students.
3. Washington Leadership Academy Public Charter School 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 Washington Leadership Academy Public Charter School 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 Washington Leadership Academy Public Charter School will enter into a contract or other arrangement with an entity, as defined in 34 CFR § 397.5(d); for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a sub-minimum wage.

In its role as Designated State Unit, DDS/RSA will work with OSSF 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 Washington Leadership Academy Public Charter School. Parties will attempt to resolve day-to-day issues regarding responsibilities under the MOA in an

informal manner. Any unresolved disagreements will be brought to the agency directors of Washington Leadership Academy Public Charter School and DDS/RSA, or their designees.

The resolution process shall be as follows:

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

VI. DURATION OF MOA

- A. **TERM.** This MOA shall continue from the date of execution, unless terminated in writing by the Parties.
- 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 ("Washington Leadership Academy Public Charter School"), 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 Washington Leadership Academy Public Charter School and DDS/RSA shall secure the written consent of the student or guardian, as appropriate, before releasing any information to the other Party in accordance with applicable federal and District of Columbia regulations.

X. MISCELLANEOUS

A. Documentation of Disability and Eligibility for Services

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

B. Changes to the MOA/Designation of Representatives

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

C. Responsibility for the Acts of the Parties

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

D. Notice of Lawsuit

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

XI. FUNDING PROVISIONS

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 Washington Leadership Academy:

Carlos Boone
LEA Representative
Washington Leadership Academy Public Charter School
3015 4th Street Northeast
Washington, DC, 20017
(240) 580-3371

For DDS/RSA:

Willina Robson
Program Manager
Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW
Washington, DC, 20024
(202) 870-9778

[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

May 2, 2025

Date

For Washington Leadership Academy:



Eric Collazo, Principal
Washington Leadership Academy

4/7/2025

Date

Agreeing Agency	DDS Agreeing Program	Service (Per MOA Doc)	Person Responsible	Expiration Date	Check-In Date	Comments/Status
HSCSN	DDA & RSA	Client Services (Referral Data Sharing)	Darryl Evans & Winslow Woodland	31-Jul-26	30-Apr-26	
CFSA	DDA & RSA	Guidance for CFSA & DDS staff to coordinate services and case management to eligible children and youth in CFSA care.	Darryl Evans & Winslow Woodland	Ongoing (Continued Until Terminated)	N/A	
DAACL, APS & DDS	DDA	Coordination of services to prevent abuse/neglect	Winslow Woodland	30-Sep-25	30-Jun-25	
DBH	RSA	To expand opportunities supported employment (evidence-based supported employment or Individual Placement and Support (IPS)) services for individuals with mental illness	Darryl Evans	30-Sep-20		Expired
DHCF	DDA	HCBS/ID-DD/IFS Waiver	William Davidson/Winslow Woodland	30-Sep-25	30-Jun-25	
"Quality Trust" for individuals w/ Disabilities, Inc.	DDS (Agency Wide)	Describe and coordinate the Parties' respective responsibilities with respect to the access authority through which Quality Trust is able to fulfill its role and functions as a durable, independent, external body conducting monitoring, advocacy, and legal advocacy activities as envisioned by the Settlement Agreement and the 2007 Plan.	Director Andrew Reese	Ongoing (Continued Until Terminated-Review Annually)	N/A	
NIH	RSA	Project Search	Darryl Evans	8-Jul-25	8-Apr-25	
DCPS	RSA	Transition Services	Darryl Evans	30-Jun-21		Expired. Incorporated River Terrace in the DCPS MOU will no longer require this specific MOA
Cambria Hotel	RSA	Project Search	Darryl Evans	31-Aug-25		
OSSE	RSA	Transition Services	Darryl Evans	29-Jan-27		
Mayor's Office of LGBTQ Affairs	RSA	Office Space (2000 14th St., NW, Washington DC 20009)	Darryl Evans	Ongoing (Continued Until Terminated)	N/A	
DCHR	RSA	Disability Employment Specialist (DES)	Darryl Evans	Ongoing (Continued Until Terminated)		
DDS, DAACL & DHCF	DDA	LTC Partner Portal	Winslow Woodland	30-Sep-28		Pending DHCF Signature
DISB	RSA	Financial Literacy	Darryl Evans	Ongoing (Continued Until Terminated-Review Annually)	N/A	
OSSE/AE/MC, DOES, DHS/ESA, DDS/RSA and UDC	DDS (Agency Wide)	Data Sharing	Ricky Wright (Darryl Evans)	30-Sep-25	30-Jun-25	MOA was converted to OSSE/AE/MC MOU

DDS MOA's

Agreeing Agency	DDS Agreeing Program	Service (Per MOA Doc)	Person Responsible	Expiration Date	Check-In Date	Comments/Status
Accotink Academy	RSA	Pre-ETS	Willina Robson	Ongoing (Continued Until Terminated)		

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
AND
HEALTH SERVICES FOR CHILDREN WITH SPECIAL NEEDS, INC.**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between the District of Columbia Department on Disability Services (“DDS”), including its Rehabilitation Services Administration (“DDS/RSA”) and Developmental Disabilities Administration (“DDS/DDA”), and Health Services for Children with Special Needs, Inc. (“HSCSN”), collectively referred to herein as the “Parties”.

II. PROGRAM GOALS AND OBJECTIVES

The objective of this MOA is to establish the terms, conditions, and procedures under which DDS and HSCSN will work together to provide supports and services to eligible persons with intellectual and developmental disabilities and data related to client services consistent with D.C. Official Code § 7-241 *et seq.* (2018 Repl.).

The mission of DDS is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces and communities in every neighborhood in the District of Columbia. DDS, through its Rehabilitation Services Administration (RSA), is the designated state agency charged with administering the state vocational rehabilitation services program in the District of Columbia, including employment services, independent living services, and youth transition services for individuals with disabilities. The Developmental Disabilities Administration (DDA) works with non-profit, for profit and other private organizations to provide a comprehensive person-centered array of supports services for people with intellectual and developmental disabilities.

HSCSN is a non-profit health care organization committed to serving people with complex health care needs and eliminating barriers to health services. HSCSN combines the resources of a health plan, pediatric specialty hospital, home health agency, rehabilitative therapy centers and parent foundation to offer a comprehensive approach to caring, serving and empowering people with disabilities.

This MOA defines the responsibilities of the Parties that are necessary to establish a partnership in which DDS and HSCSN are able to share information about persons receiving services from both agencies and/or referred by DDS and HSCSN.

III. SCOPE OF SERVICES

A. Responsibilities of DDS/RSA

1. Assign an Intake staff member to receive and process all referrals to RSA from HSCSN.

2. Ensure that the vocational rehabilitation counselor assigned to new referrals from HSCSN does the following:
 - a. Provides prompt and equitable handling of referrals for vocational rehabilitation services, in accordance with DDS/RSA policies and procedures.
 - b. Provides or refers for assessments for the purpose of determining eligibility, priority for services, and determining the scope of vocational rehabilitation needs.
 - c. Determines eligibility for vocational rehabilitation services.
 - d. Develops an Individualized Plan for Employment (“IPE”) with the client, which provides the terms and conditions of the vocational rehabilitation services to be provided.
 - e. Maintains a secure and confidential case record, as noted in Section VI of this MOA, for each applicant and recipient of vocational rehabilitation services.
 - f. Provides employment related services, including pre-employment transition services for students with disabilities, job search and placement assistance, job retention services, and follow-up services, as needed.
 - g. Provide a monthly status update report of HSCSN clients previously referred to RSA to the HSCSN Liaison to include:
 - i. Client’s Full Name and Date of Birth;
 - ii. Client’s Status (referred/assigned, eligible/ineligible, active/inactive); and
 - iii. Assigned VR Counselor (RSA);
 - h. HSCSN clients will be tracked by RSA Intake Specialist and reported to HSCSN in a monthly report.

B. Responsibilities of DDS/DDA

A Community Liaison Specialist/ Eligibility Determination Unit (EDU) Service Coordinator will be assigned to all referrals including HSCSN referrals and do the following:

1. Provide prompt and equitable handling of referrals for DDA services consistent with DDA’s intake and eligibility procedure.
2. Provide or refer for assessments for the purpose of determining DDA eligibility if necessary.
3. Determines eligibility and facilitates the transfer of eligible cases to Continuing Services
4. Provide assigned Service Coordinator contact information; to DDS/HSCSN Liaison
5. Refer eligible DDA cases to HSCSN and notify DDS/HSCSN
6. Liaison of people requiring emergency services

C. Responsibilities of HSCSN to DDS/RSA

1. Conduct outreach services to persons currently receiving HSCSN services about vocational rehabilitation services available from DDS/RSA.
2. Submit a monthly report of HSCSN clients referred to RSA for services to the RSA Intake Specialist.
3. At no cost to DDS, provide the DDS/RSA VR Specialist or staff person with the following amenities for scheduled in-person meetings with HSCSN clients referred to DDS:

- a. Private, confidential space to conduct client interviews;
- b. Desk, desk chair; and
- c. Wi-Fi Internet access only; no computer, paper, printer or supplies of any nature are required to be provided by HSCSN.

D. Responsibilities of HSCSN to DDS/DDA

1. Provides prompt and equitable handling of referrals for DDA services.
2. Provide prompt and equitable handling of DDA persons referred for HSCSN services.
3. Schedule and attend bi- monthly HSCSN/DDA/DHCF collaboration meetings to discuss implementation of MOA and progress of program objectives.
4. Provide data monthly on shared cases inclusive of identifying information such as assignment of care coordinators, age out dates, recertification dates, placements and contact information for care coordinators.
5. Notify DDA of people pending closure from recertification lapses and case closures, of HSCSN services at least six months in advance of the closure date.
6. Attend annual individual support plan (ISP) meetings and/or case conferences, if invited to be engaged in the service planning process for shared people.

IV. AUTHORITY FOR THE MOA

The data sharing provisions of this MOA are governed by D.C. Official Code § 7-241 *et seq.* (2018 Repl.) and the other responsibilities of the Parties are subject to the provisions of D.C. Official Code § 7-761.06 (2018 Repl.), and any other authority to which a Party is subject under said Party's respective programs.

V. FUNDING PROVISIONS

No funding is required for implementation of this MOA.

VI. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard, and dispose of all information related to services provided under this MOA in accordance with all relevant federal and District statutes, regulations including D.C. Official Code § 7-242, 34 CFR § 361.38 and 29 DCMR § 118, and the Parties' policies and procedures. Case records and information provided to or created by a Party in the administration of the vocational rehabilitation services and developmental disabilities programs shall remain the property of that Party and shall be maintained as confidential records by the other Party. Neither Party shall have any access to case records or other confidential information not explicitly outlined in this MOA.

VII. TERM AND TERMINATION

The term of this MOA will commence as of the effective date set forth below and will continue for a term of two (2) years and thereafter shall automatically renew for two (2) additional yearly periods unless terminated by either Party. Either Party may terminate this MOA upon written notice to the other Party, in which case the termination shall be effective thirty (30) calendar days from the date of such notice.

VIII. NOTICE

All notices, requests, demands, claims and other communications contemplated under this MOA shall be in writing and (i) hand delivered, receipt acknowledged, (ii) delivered by certified or registered mail, postage prepaid and return receipt requested, or (ii) delivered by national overnight carrier service, and sent to the Parties at the addresses noted below (or to such other address or addresses as a Party may designate in writing in accordance with this Section VIII):

DDS:

Mark Agosto, LMSW
Supervisor, Intake and Outreach Unit Department on Disability Services (DDS)
Rehabilitation Services Administration (RSA) One Independence Square
250 E Street, SW Washington, DC 20024
Phone: (202) 257-6698
E-mail: mark.agosto@dc.gov

Robin Exton
Service Coordination
Program Manager
Department on Disability Services Developmental Disabilities Administration One
Independence Square
250 E Street, SW Washington, DC 20024
Phone: (202) 374-1349
E-mail: Robin.Exton@DC.Gov

HSCSN:

Thais Early, MS
Disability Service Manager
Health Services for Children with Special Needs 1101 Vermont Avenue NW, Suite 1200
Washington, DC 20005
Phone: 202-495-7688
E-mail: TEarly@HSCHealth.org

With a copy to:
Children's National Medical Center
111 Michigan Avenue, NW
Washington, DC 20010
Attn: Executive Vice President & Chief Legal Officer

IX. EFFECTIVE DATE

This MOA shall be effective upon execution by the signatories below; and shall remain in effect in accordance with the terms in Section VII above, unless terminated by either Party.

X. AMENDMENT OR MODIFICATION

The terms and conditions of this Agreement may be modified only upon prior agreement of the Parties. Requests for modification or amendment shall be made in writing no less than sixty (60) days in advance of the expiration or renewal of this Agreement. Such modifications must be executed in writing and be signed by the duly authorized signatories of the Parties.

XI. GOVERNING LAW

his MOA shall be governed according to the laws of the District of Columbia, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the last date written below.

For the Department on Disability Services:

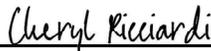
<small>DocuSigned by:</small>  <small>20099DCDF5A17D9...</small>	7/5/2024
Andrew P. Reese	Date
Director, DDS	

	07/09/2024
Darryl Evans	Date
Deputy Director, RSA	

	07/18/2024
Winslow Woodland	Date
Deputy Director, DDA	

For Health Services for Children with Special Needs, Inc.:

<small>DocuSigned by:</small>  <small>1A754D758DC21AD7...</small>	7/25/2024
Tasha Stewart	Date
Director Care Management, HSCSN	

<small>DocuSigned by:</small>  <small>51DFA41004894A71...</small>	7/25/2024
Cheryl Ricciardi	Date
Sr Director Clinical Operations, HSCSN	

**MEMORANDUM OF AGREEMENT
TO COORDINATE EFFORTS
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE CHILD AND FAMILY SERVICES AGENCY**

I. STATEMENT OF PURPOSE

This Memorandum of Agreement (MOA) is entered into by and between the Department on Disability Services (DDS), and its Developmental Disabilities Administration (DDA) and Rehabilitation Services Administration (RSA), and the Child and Family Services Agency (CFSA), each individually referred to herein as a "Party", and collectively referred to herein as the "Parties", for the purpose of forging a collaborative effort between the agencies to better coordinate services and case management in order to better serve eligible youth in CFSA's care and families who are eligible to receive, or are receiving services from both agencies (e.g., when a parent of a youth served by CFSA is receiving or is eligible to receive services from DDS).

II. DEFINITIONS

- A. **Case Plan:** A written casework document that outlines the outcomes, goals, and tasks necessary to ensure child safety, permanency, and well-being.
- B. **Comprehensive Evaluation:** An assessment of a person with a disability, which includes, but is not limited to, a sequence of observations and examinations, by appropriate professionals, intended to determine the person's strengths, developmental needs, and need for other services. The initial comprehensive evaluation shall include, but not be limited to, a physical examination that includes the person's medical history; an educational evaluation, vocational evaluation, or both; a psychological evaluation, including an evaluation of cognitive and adaptive functioning levels; a social evaluation; and a dental examination. The comprehensive evaluation should also address the person's capacity for decision making.
- C. **Developmental Disabilities Administration (DDA):** An administration within DDS that provides person-centered services and supports to eligible persons 18 years of age and older who have a diagnosed intellectual disability. These services enable eligible persons to have positive control over their lives.
- D. **Rehabilitation Services Administration (RSA):** An administration within DDS that provides pre-employment transition services and vocational

rehabilitation services for eligible persons with a disability that serves as a substantial impediment to employment. These services are designed to enable individuals to prepare for, obtain, maintain, or regain employment.

- E. **Person with a disability:** means a person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment or who is regarded as having such an impairment.
- F. **Habilitation:** The process by which a person is assisted in acquiring and maintaining those life skills which enable them to cope more effectively with the demands of their own person and environment, and to raise the level of their physical, intellectual, social, emotional and economic self-sufficiency.
- G. **Individualized Plan for Employment (IPE):** A plan developed by a person receiving services from DDS/RSA, in collaboration with their assigned vocational rehabilitation specialist, to help the person achieve their employment goal. The plan identifies the employment goal of the person, any impediments the person has to achieve that goal as well as the supports and services to be provided by DDS/RSA to overcome their impediments and achieve that goal.
- H. **Individual Support Plan (ISP):** A support plan that contains all of the supports, activities, and resources each person served by DDA is receiving. The ISP is developed to record decisions and agreements made during the person-centered planning process. The ISP includes, but is not limited to, the following components: an assessment and profile of the person's current life situation and future vision; assessment and analysis of the person's abilities, preferences, and support needs; identification of desired outcomes; development of strategies and action plans to address needs, personal goals and desired outcomes; identification of supports and services to be provided; and an evaluation of the person's progress on an on-going basis to assure that the person's needs and desired outcomes are being met.
- I. **Intellectual Disability:** Consistent with D.C. Official Code § 7-1301.03(19) (2018 Repl. & 2020 Supp.), an intellectual disability as used in this MOA which makes a District resident eligible for services from DDA means a substantial limitation in capacity that manifests before 18 years of age and is characterized by significantly subaverage intellectual functioning, existing concurrently with 2 or more significant limitations in adaptive functioning.
- J. **Youth Transition Plan:** A plan to prepare a youth in CFSA's care for adulthood that is developed with the youth, as appropriate, and with other