MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), herein referenced as "Agreement", is entered into by and between the Texas Education Agency (TEA) and the Texas Workforce Commission (TWC), hereinafter referred to individually as "Party" and collectively as the "Parties," pursuant to the authority granted and in compliance with the passage of Senate Bill 208 (SB 208) of the 84th Legislature, Regular Session (2015), and codified in the Texas Labor Code §352.108, that requires an Agreement between the Parties to provide Vocational Rehabilitation (VR) transition services to students with disabilities to assist them to enter competitive integrated employment.

SECTION 1 – PURPOSE

The Parties enter into this Agreement to promote collaboration in the delivery of VR transition services, including pre-employment transition services (Pre-ETS), for students with disabilities transitioning from secondary school to post-secondary education programs and to competitive integrated employment. The Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), Individuals with Disabilities Education Act (IDEA), as amended, and Texas Labor Code §352.108, all require the Parties to have a formal mechanism in place to ensure coordination with respect to the provision of VR and IDEA transition services that are needed to provide a free appropriate public education (FAPE) to students with disabilities and to ultimately transition students with disabilities to competitive integrated employment. This Agreement seeks to:

1.1 Increase coordination between the Parties and local education agencies (LEAs) to identify and prepare students with disabilities move to post-secondary education and/or competitive integrated employment, as required by 29 U.S.C. §721(a)(11)(D) and Texas Labor Code Chapter 352.

1.2 Improve transition planning by VR staff and LEAs for students with disabilities to facilitate the development and implementation of the individualized education program (IEP) required by 20 U.S.C. §1414(d).

1.3 Establish and periodically update a mechanism to identify the areas of the state with the greatest needs for VR transition services for students with disabilities as required by Texas Labor Code §352.108(b).

1.4 Institute mechanisms to ensure VR staff can attend Admission, Review, and Dismissal (ARD) committee meetings when invited and as appropriate, as required in 29 U.S.C. §733(d).

1.5 Provide information about each Party's roles and responsibilities, including financial responsibilities, and determining state lead agencies and qualified personnel responsible for transition services, as required by 29 U.S.C. §721(a)(11)(D)(iii).

1.6 Strengthen relationships between TEA, TWC, Education Service Centers (ESCs), LEAs, higher education entities, and businesses to facilitate successful outcomes for students with disabilities.

SECTION 2 – Definitions for Purposes of this Agreement:

2.1 §504 (29 U.S.C. §794): The section of the Rehabilitation Act, as amended, that seeks to eliminate discrimination associated with individuals with a disability, by any program or activity receiving Federal financial assistance, including public schools. Specifically, 29 U.S.C. §794 requires schools to provide students with disabilities appropriate educational services designed to meet the individual needs of such students to the same extent as the needs of students without disabilities are met.

2.2 Admission, Review and Dismissal (ARD) Committee: Term used in Texas, in accordance with 19 TAC §89.1050, for the group of individuals who develop, review, and revise an IEP for a student with a disability. Also known in federal law as an IEP team, as defined in 20 U.S.C §1414(d)(1)(B).

2.3 Competitive Integrated Employment: As defined in 29 U.S.C. §705(5), employment for an individual with a disability that is, among other things, compensated at a rate not lower than the minimum wage and is customary for the occupation and where the individual interacts with other persons without disabilities.

2.4 Education Service Center (ESC): As defined in 20 U.S.C. §1401(5) and Texas Education Code §8.001, a regional public multiservice agency authorized by state law to develop, manage, and provide services or programs to school districts, and recognized as an administrative agency for purposes of the provision of special education and related services provided within the state's public elementary and secondary schools.

2.5 Graduation: For purposes of this Agreement, graduation is the fulfillment of the academic requirements and actual exit from the high school.

2.6 Individualized Education Program (IEP): As defined in 20 U.S.C. §1414(d)(1)(A), a written statement of the educational program required by IDEA for a student with a disability designed to meet the student's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the student and to describe the specialized instruction and services the school district will provide for the student. The IEP is developed, reviewed, and revised by the student's ARD committee under the procedures set forth in IDEA. The IEP must be reviewed periodically, but not less than annually, and revised, as appropriate.

2.7 Individualized Plan for Employment (IPE): The IPE is required by the Rehabilitation Act, and is the roadmap developed jointly by the student and the VR counselor to help the student with a disability reach a specific competitive, integrated employment goal. As a part of developing the IPE, the VR counselor provides information so the student thoroughly understands his or her disability and vocational goals; and knows the available rehabilitation services and the implications for vocational decision-making to allow for an informed choice in accordance with 29 U.S.C §§721(a)(9) and 722(b).

2.8 Individuals with Disabilities Education Act (IDEA): The federal act codified at 20 U.S.C. §1400 *et seq.* designed to ensure that all students with disabilities have available to them a FAPE that provides special education and related services designed to meet their unique needs and to prepare them for further education, employment, and independent living.

2.9 Local Education Agency (LEA): As defined in 20 U.S.C. §1401(19), a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a state, or for a combination of school districts or counties recognized in a state as an administrative agency for its public elementary schools or secondary schools.

2.10 Potentially Eligible: Students with disabilities, as defined in 29 U.S.C. §705(37), who have not yet applied or been made eligible for VR, who may access VR Pre-ETS,

2.11 Student with a Disability: Under IDEA, a student with a disability is a student who has been evaluated according to IDEA requirements as having a specified disability and who, because of that disability, needs special education and related services. Under the Rehabilitation Act of 1973 as amended, a student with a disability who is eligible for VR Services is 14 to 22 years of age, and is less than 22 years of age as of September 1 of a given year and:

a) is eligible for and receives special education and related services under IDEA in an eligible education program and otherwise meets the eligibility criteria for VR services, or b) is an individual with a disability for purposes of §504, and is in a secondary, postsecondary, or other recognized education program and otherwise meets the eligibility criteria for VR services. The applicable definition will be determined on a case by case basis for each student.

2.12 Texas Education Agency (TEA): The state educational agency authorized by Texas Education Code § 7.002 as the agency primarily responsible for the state supervision of public elementary and secondary schools.

2.13 Texas Workforce Commission (TWC): The state agency designated to administer the VR program as defined in the Texas Labor Code §301.001(a).

2.14 Vocational Rehabilitation (VR): The federal program which promotes, assesses, plans, develops and provides services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, so they may prepare for and engage in gainful employment, as required by the Rehabilitation Act (29 U.S.C.§723).

2.15 VR Pre-Employment Transition Services (Pre-ETS): Services provided through a subset of VR transition services, in partnership with LEAs, to help students, and potentially eligible students, with disabilities develop skills leading to success in employment and independent living after high school. Pre-ETS are defined and authorized in accordance with 29 U.S.C. §733.

2.16 VR Transition Services: A subset of VR services provided to students with disabilities to assist the students in making the transition from secondary school to postsecondary education programs or competitive integrated employment as defined in 29 U.S.C. §723(15) and the Texas Labor Code §352.108(a).

2.17 Workforce Innovation and Opportunity Act (WIOA): Reauthorizes the Rehabilitation Act of 1973 as amended, that establishes VR (29 U.S.C. §701 et seq.) and creates the Pre-ETS set-aside (29 U.S.C. §730(d)).

SECTION 3 – AUTHORITY

This Agreement is entered into pursuant to the authority granted and in compliance with the following legal provisions:

3.1 34 CFR Part 361 and 34 CFR Part 397
3.2 29 U.S.C §701 et seq.
3.3 Texas Education Code, Chapter 7 *et seq.*
3.4 Texas Labor Code, Chapter 301 *et. seq.* and §§ 301.061, 302.002(c) and 352;
3.5 Texas Human Resources Code, Chapter 111 *et. seq.* and § 111.052;
3.6 Office of Management and Budget Uniform Guidance, as codified in 2 C.F.R. Part 200;
3.7 20 U.S.C. §1400 *et seq.*, 34 CFR Part 300; and
3.8 20 U.S.C. §1232(g), 34 CFR Part 99.

SECTION 4 – RECITALS

The Parties have authority to enter into this Agreement:

4.1 For implementation and continuity of services to their respective and common students;
4.2 To meet the requirements of Texas Labor Code §352.108 and provide quality services to students with disabilities by improving coordination between VR staff and LEAs; and

4.3 To meet the requirements of the Rehabilitation Act (29 U.S.C. §794).

SECTION 5 – DURATION OF THE AGREEMENT

This Agreement will take effect *September 1, 2017* or upon the last date of signature, whichever occurs last (the "Effective Date"), and will terminate *August 31, 2022*.

SECTION 6 – STATEMENT OF SERVICES TO BE PERFORMED

6.1. For VR transition services, TWC will:

- 6.1.1 Contact and work with TEA to develop a mechanism to identify areas of the state with the greatest needs for transition services for students with disabilities and discuss local strategies for coordination between VR counselors and schools in accordance with Texas Labor Code §352.108(b) and (d)(5).
- 6.1.2 By September 1st of each year, TWC will review the data provided by TEA, and using a mechanism developed by TWC, identify needed changes to VR counselor assignments, identify gaps in best practices, and make appropriate changes to improve service delivery (Texas Labor Code §352.108(c)).
- 6.1.3 Contact and establish a relationship with school district or shared service arrangement staff (e.g., Transition and Employment Designee (TED)) involved in the process of providing transition services to students (Texas Labor Code §352.108(d)(4)).
- 6.1.4 Provide a list of names of VR counselors and their high school liaison assignments to TEA by October 1 of each year. TWC will assign VR counselors to schools in a way that ensures consistency among the regions (Texas Labor Code §352.108(d)(3)).
- 6.1.5 Provide effective VR practices, provision of Pre-ETS, and other technical assistance to VR counselors, school staff and ESC staff who are working with TWC as part of the transition services provided to students with disabilities.
- 6.1.6 Coordinate with schools to provide outreach to students with disabilities and students who are potentially eligible VR customers, regardless of whether an application for services has been submitted (29 U.S.C. §733(d)(3) and 29 U.S.C. §721(a)(11)(D)). Outreach to these students should occur as soon as possible in the transition process (approximately three years before graduation/exit or earlier) as appropriate for the individual. Outreach must include, at a minimum, a description of the purpose of the VR program, eligibility requirements, application procedures, and scope of services that may be provided to students who are eligible for VR services as defined in 2.14 and 2.15 (Texas Labor Code §352.108(d)(1) and (2)).
- 6.1.7 Use existing school assessment information to the extent possible to determine eligibility for VR services and obtain new assessments as necessary (29 U.S.C. §721(a)(11)(D)(iii)).
- 6.1.8 Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships (29 U.S.C §733(d)(2)).
- 6.1.8 Coordinate VR services, as defined in 2.14 and 2.1.5, with activities being provided by LEAs under IDEA including services included in an IEP (see 20 U.S.C. §1414(d)) to ensure the coordinated provision of pre-employment and other transition services (29 U.S.C. §733(d)(3)).

6.1.9 Coordinate and participate, in person or electronically, in ARD committee meetings for students and youth with disabilities, when appropriate and in accordance with the TEA requirements in this Agreement (29 U.S.C. §733(d)(1)).

6.2 As set forth in Section 6.5 of this Agreement, the Texas Education Agency (TEA) will annually provide TWC with:

6.2.1 A list of Texas public high schools including the contact persons (e.g., Transition and Employment Designee (TED), needed for collaboration between VR and the LEAs.

6.2.2 Aggregate data for students with disabilities with an IEP or a Section 504 plan, when Section 504 information is available:

6.2.2.1 Age (determined by the Parties),

6.2.2.2 County district number (CDN),

6.2.2.3 Education service center,

6.2.2.4 Campus,

6.2.2.5 Grade level, and

6.2.2.6 Primary, secondary and tertiary disability.

6.2.3 Information, unless available online, regarding school district resources for special education, including:

6.2.3.1 Personnel by district and

6.2.3.2 Federal and State funding by district.

6.2.4 Data will be made available to TWC upon execution of the Agreement and on May 1 of each year thereafter.

6.3 Neither TEA nor LEAs will, in accordance with 34 CFR §§ 397.31 and 361.22(b)(6) 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 subminimum wage.

6.4 TEA will inform LEAs and ESCs of the Agreement between TWC and TEA regarding VR transition services and encourage LEAs:

6.4.1 To assist VR counselors in obtaining relevant educational records, in compliance with Section 6.5 of this Agreement, to determine whether a particular student is eligible for VR services;

6.4.2 To seek guidance and technical assistance, which may be provided using alternative means for ARD committee meeting participation, from TWC personnel to assist LEAs in planning for the transition of students with disabilities from school to post-school activities, including VR and VR transition services. This consultation and assistance is provided to assist in meeting the goal that a VR counselor will initiate contact with a student approximately three years before the student is expected to graduate from high school.

6.4.3 To obtain all necessary IDEA consent documentation prior to the ARD committee meeting to which a VR counselor is invited;

6.4.4 To provide 30 days' notice, when possible, to invite a VR counselor to attend an ARD committee meeting;

6.4.5 To refer the student to a VR counselor prior to the ARD committee meeting to allow the counseling relationship to develop;

6.4.6 To communicate with a VR counselor, when appropriate, to determine necessary participation in the ARD committee process, specific to that student.

6.5 TEA and TWC will:

6.5.1 Comply with the Family Educational Rights and Privacy Act (FERPA), the Rehabilitation Act, as amended, IDEA and other laws pertaining to student confidentiality by exchanging and maintaining necessary confidential student information in accordance with these laws and regulations.

6.5.2 Collaborate to develop a mechanism to identify the areas of the state with the greatest need and target resources for transition services for students with disabilities, as required by Texas Labor Code §352.

6.5.3 Work together to encourage community and work experiences that provide the opportunity for students with disabilities to participate in skill development in community settings including establishing summer work activities, transition academy programs and other innovative programming.

6.5.4 Work together to promote networking and collaboration among families, schools, community agencies and employers, and work together to establish relationships.

6.5.5 Provide consultation and technical assistance to LEA and VR personnel that facilitate completion of IEPs and IPEs prior to the student's exit from school.

6.5.6 Support continued collaboration among the entities previously described in this Agreement to facilitate VR transition and Pre-ETS, identify mutually served students, reach these students as early as possible during the transition planning process, and track student outcomes.

6.5.7 Disseminate this Agreement and other relevant guidance and information to LEAs, ESCs and VR counselors.

6.5.8 Provide guidance in accordance with 34 CFR §361.22(b)(3) to LEAs and VR personnel to clarify the funding source to be used in paying for an item or service that a student with a disability may need.

6.5.9 Coordinate to provide necessary guidance to satisfy the Rehabilitation Act requirements regarding students and youths with disabilities who are seeking subminimum wage employment.

SECTION 7 – ALLOCATION OF COSTS

The Parties to this Agreement assume full responsibility for their respective costs associated with the performance of their respective activities described in this Agreement and as contained in their authorizing statutes. In no event, except as may be provided in a supplemental Agreement, will any Party be obligated to pay or reimburse any expense incurred by another Party under this Agreement.

SECTION 8 – EFFECTS OF THE AGREEMENT

8.1 This Agreement is an internal government agreement between the Parties and is not intended to confer any right upon any private person.

8.2 Nothing in this Agreement limits, supersedes, or otherwise affects either Party's normal operations or decisions in carrying out its statutory duties. This Agreement does not limit either Party from participating in similar activities or arrangements with other parties.

8.3 This Agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates either Party to expend any appropriations or enter into any contract or other obligations.

SECTION 9 - CHANGES AND AMENDMENTS

9.1 The Parties understand that each will fulfill its responsibilities under this Agreement in accordance with the provisions of existing law and regulation, including confidentiality, which govern their activities. Nothing in the Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.

9.2 If, at any time, either Party is unable to perform its functions under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party will provide written notice to the other Party within twenty (20) business days to establish a date for resolution of issues.

9.3 This Agreement may be amended at any time by the mutual written consent of both Parties.

9.4 This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party.

9.5 For the resolution of disputes arising over issues addressed in this Agreement, the Parties agree that attempts to resolve disputes between LEAs and local VR representatives should first be made at the local level. If resolution cannot be reached at the local level, the parties will refer the issues to TWC or TEA personnel designated to resolve the dispute. If a resolution cannot be reached, each Party agrees to resolve the dispute in accordance with established agency policies and procedures.

SECTION 10 - NOTICES

All notices or communications to either Party by the other will be in writing and be hand delivered or sent by U.S. registered or certified mail, postage prepaid, addressed to such Party at the following respective address for each and will be deemed given on the date so delivered or so deposited in the mail.

TWC	TEA
Larry Temple, Executive Director Texas Workforce Commission 101 E. 15th Street Austin, Texas 78778 Tel: 512-463-0735 E-mail: Larry.Temple@twc.state.tx.us	Mike Morath Commissioner of Education Texas Education Agency 1701 North Congress Avenue Austin, Texas 78701 Tel: 512-463-8985 E-mail: commissioner@tea.texas.gov
cc: Les Trobman General Counsel Texas Workforce Commission 101 E. 15th Street, Room 608 Austin, Texas 78778-0001 Tel: 512-463-7903Email: Les.Trobman@twc.state.tx.us	

Each Party may change the address for notice in this section by giving notice of the address change as provided in this section as soon as practicable following the change but no later than ten (10) calendar days of such change.

SECTION 11 – SECURITY

The Parties agree to maintain the systems and information contained in each Party's systems as confidential and to work together to ensure the joint security of the connected systems and data they access, store, process, and transmit. Each Party certifies that its respective system is designed, managed, and operated in compliance with all relevant federal laws, regulations, and policies and to maintain such compliance.

In WITNESS HEREOF, each Party has caused this Agreement to be signed and delivered by its duly authorized representative. The undersigned Parties bind themselves to the faithful performance of this Agreement:

TEXAS WORKFORCE COMMISSION

Larry E. Temple
Executive Director

Date: 8/31/17

TEXAS EDUCATION AGENCY

Mike Morath
Commissioner of Education

Date: 8/31/17