

Memorandum Of Understanding Between

Department of Employment, Training and Rehabilitation Bureau of Vocational Rehabilitation

Bureau of Services to the Blind and Visually Impaired

Fernley High School

1. Parties

The parties to this Memorandum of Understanding (MOU) are Bureau of Vocational Rehabilitation and Bureau of Services to the Blind and Visually Impaired (Nevada VR), whose address is: 751 Basque Way, Carson City, NV 89706, and Fernley High School **located** in the Lyon School District whose school address is: *1300 Hwy 95A S Fernley, NV 89408*

2. Purpose of MOU

The purpose of this MOU is to outline the roles and responsibilities of Nevada VR and Fernley High School, including financial responsibilities, with respect to the purchase, maintenance, and implementation of the following programs:

- Project Discovery
- iAchieve

These initiatives aim to enhance transition programming and pre-employment transition services (Pre-ETS) for students with disabilities. These initiatives are designed to enhance transition services and provide students with disabilities age-appropriate career exploration, pre-employment transition skills, and opportunities to meet Workforce Innovation and Opportunity Act (WIOA) requirements.

3. Term of MOU

This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to the MOU and shall remain in full force and effect until December 31, 2030.

4. **Incorporated Documents**

This MOU is inclusive of the following documents:

- a. Scope of Work

5. **Consideration**

As listed in Attachment AA: Agreement of Understanding

1. Nevada VR will provide Fernley High School with one or more of the following programs, as applicable: ***Project Discovery*** and/or ***iAchieve***.
2. If ***Project Discovery*** and/or ***iAchieve*** are provided, Nevada VR will purchase the necessary equipment and cover the annual cost to replenish consumable supplies, based on the proportion of use by students with disabilities as reported quarterly.
3. If Project Discovery and/or iAchieve are provided, Nevada VR will cover the cost of program access, including licensing and instructional materials needed to implement the programs.

6. **Provisions**

- A. ***Amendments*** Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.
- B. ***Confidentiality of Information*** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Fernley High School in the performance of this MOU shall be kept confidential by Fernley High School unless written permission is granted by BVR for its release or disclosure is required by law. If and when Fernley High School receives a request for information

subject to this MOU, Fernley High School shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency or as otherwise required by law.

- C. ***Force Majeure*** Neither party shall be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.
- D. ***Indemnification*** Neither party waives any right or defense to indemnification that may exist in law or equity.
- E. ***Waiver Of Breach*** Failure to declare a breach or the actual waiver of any particular breach of the MOU or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- F. ***Severability*** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. ***Assignment*** Neither party shall assign, transfer, or delegate any rights, obligations or duties under this MOU without the prior written consent of the other party.
- H. ***Notices*** All notices arising out of or from the provisions of this MOU shall be in writing either by regular mail, e-mail, or delivery in person at the address provided under this MOU. Notice provided by facsimile or e-mail shall be delivered as follows:

Agency: Bureau of Vocational Rehabilitation

Contact Name: Mechelle Merrill

Contact Title: Deputy Administrator of Programs

Contact Address: 751 Basque Way, Carson City, NV 89706

School: Fernley High School

Contact Name: Rachel Stewart

Contact Title: Executive Director - Special Services

Contact Address: 25 E Goldfield Ave Yerington, NV 89447

- I. **Termination of MOU** This MOU may be terminated for convenience by either party upon thirty (30) days written notice.
- J. **Waiver** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Scope of Work:

To implement and support transition programming for students with disabilities, this agreement outlines two key initiatives: **Project Discovery**, and **iAchieve**. These programs provide age-appropriate transition assessments, career exploration, and skill-building opportunities to enhance post-school outcomes.

1. Project Discovery Project Discovery is a hands-on, career exploration curriculum that provides students with disabilities exposure to various job fields through practical, real-world tasks and activities. The program offers structured opportunities to develop job readiness skills and understand workplace expectations. Data collection focuses on student participation, skill development, and vocational interest areas, which support individualized planning and transition goal setting.

2. iAchieve iAchieve is a structured instructional program designed to develop pre-employment transition skills in alignment with the Workforce Innovation and Opportunity Act (WIOA). It includes both digital and print curriculum materials that support instruction in self-advocacy, workplace behavior, and postsecondary training exploration. Like the other programs, schools participating in iAchieve are expected to support data collection efforts, including tracking student engagement and instructional outcomes.

Roles and Responsibilities:

Nevada VR

1. Nevada VR will fund 100% of the purchase cost for the Project Discovery, and/or iAchieve programs provided to Fernley High School, depending on the programs purchased and implemented at the school.

2. Annually, Nevada VR will pay for the cost to replenish consumable goods and/or instructional materials associated with these programs. Nevada VR's replenishment cost will be calculated based on the proportion of use by students with disabilities as reported quarterly. See example below:

Example: If 100 students utilize one or more of the programs in a year, and 20 of those students have a disability (20% of total use), Nevada VR will cover 20% of the replenishment costs for consumables or instructional materials. Fernley High School will provide Nevada VR's Statewide Program Officer with student use data and a list of replacement items to determine the VR replenishment participation cost.

3. Nevada VR will provide Fernley High School with contact information for the assigned Nevada VR counselor(s) and relevant process flow charts to support communication and fidelity to the VR referral and service process.

4. Nevada VR will ensure that the Statewide Program Officer overseeing Pre-ETS and related programs, as well as the District Manager 1, complete annual federal FERPA training to maintain compliance.

Fernley High School

1. Fernley High School will provide an indoor physical space for the establishment of the lab at no cost to Nevada VR.
2. Fernley High School will provide school staff to oversee and run the lab.
3. **Project Discovery**, and **iAchieve** are purchased for the benefit of students with disabilities (IEP or 504) at Fernley High School. Fernley High School will ensure priority use of the lab goes to students with disabilities. Only if all students with disabilities who want to or are able to benefit from the lab have opportunity, then the lab will be made available to students without disabilities.
4. Fernley High School will provide accurate student participation data to the VR team within 30 calendar days of the conclusion of each semester. Reports with personally identifiable information (PII) should be transmitted via a mutually recognized secure platform to ensure FERPA is maintained. Information that does not contain PII or is aggregate should be submitted to the Statewide Program Officer at pre-ets@detr.nv.gov.

The data elements required for a student with a disability who is receiving Pre-ETS and has not applied for or been determined eligible for VR services include:

- Name of student
- Birthdate of student
- Number of hours spent in Project Discovery, *or* iAchieve
- Student progress through program modules or activities
- Ethnicity of student(s)
- Student's disability (IEP or 504)
- Start date of pre-employment transition services

- Name pre-employment transition services provided
 - Name of instructor
 - Pre & post student evaluation
 - Student Consent form
5. Fernley High School will be responsible for collecting, maintaining, and submitting deliverable documentation and data on students with disabilities participating in Project Discovery, and iAchieve. This includes ensuring accuracy, completeness, and timely reporting in accordance with Nevada VR requirements for monitoring and federal reporting purposes.
 6. Fernley High School will be responsible for obtaining written consent for the release of confidential information related to student participation in Project Discovery, and iAchieve. This includes using Nevada VR-approved consent forms and ensuring compliance with applicable federal and state privacy regulations for the purpose of sharing data with Nevada VR.
 7. Fernley High School will be responsible for ensuring that staff are initially trained and continuously supported based on the specific programs implemented at the school (Project Discovery and/or iAchieve). This includes ensuring timely staff orientation to program materials and readiness to deliver activities effectively to students.
 8. Fernley High School will be responsible for implementing inclusive practices grounded in research-based evidence to ensure full access to Project Discovery, and iAchieve for all students with disabilities, regardless of level of ability. This includes identifying and addressing barriers to participation across all program areas.
 9. Fernley High School will be responsible for facilitating coordinated programming between special education, career and technical education (CTE), and general education staff based on student participation and outcomes in Project Discovery, and

- iAchieve. This includes aligning instructional strategies, monitoring student progress, and integrating transition goals into classroom practices.
10. Fernley High School will be responsible for informing all stakeholders that students with disabilities may be referred for Pre-Employment Transition Services (Pre-ETS) and participation in Project Discovery, and iAchieve by any appropriate party, including school staff, nurses, parents, or through student self-referral. Fernley High School will ensure a clear and consistent referral process is in place and communicated to relevant personnel.
 11. Fernley High School will be responsible for ensuring that all instructional staff are informed of the best practice of inviting Nevada VR to Individualized Education Program (IEP) meetings beginning at age 16. Fernley High School will disseminate Nevada VR-provided information about Pre-ETS, transition planning, and the referral process for VR case services that lead to employment, to students and families. This includes integrating transition and employment planning into school-based transition activities supported by Project Discovery, and iAchieve

Mutual Party Responsibilities

1. Both parties agree to collaborate to increase the delivery of Nevada VR-provided Pre-Employment Transition Services (Pre-ETS) through the implementation and expansion of all supported programs, including Project Discovery, and iAchieve.
2. Both parties agree to collaborate in improving the reporting of all school-based Pre-ETS activities. This includes identifying and documenting all Pre-ETS service sources provided through Project Discovery, iAchieve, and any additional school-based instruction or programming in partnership with Nevada VR.
3. Both parties agree to support recruitment efforts for student participation in Project Discovery, and iAchieve, with a focus on students receiving services under Section 504 or an Individualized Education Program (IEP). Recruitment efforts will be jointly coordinated to ensure equitable access for all eligible students.

4. Both parties agree to uphold the Family Educational Rights and Privacy Act (FERPA) and any applicable federal and state privacy laws when sharing student data related to participation in Project Discovery, iAchieve, or other Pre-ETS activities. All data sharing will be conducted in accordance with signed consent forms and appropriate confidentiality agreements.

Definitions:

Pre-Employment Transition Services

Services which the Workforce Innovation and Opportunity Act (WIOA) indicates are available to students with disabilities who are eligible or potentially eligible for Nevada VR services. Pre-ETS are the earliest set of Nevada VR services. The five required Pre-ETS services are:

- Job exploration counseling: May include information regarding in-demand industry sectors, nontraditional employment, information about labor market composition, administration of vocational interest inventories and identification of career pathways of interest to students.
- Work-based learning experiences: May include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible, informational interviews to research employers, work-site tours to learn about necessary job skills, job shadowing, or mentoring opportunities in the community.
- Counseling on postsecondary educational opportunities: May include counseling on course offerings, career options, the types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways.
- Workplace readiness training: May include services that teach skills such as communication and interpersonal skills, financial literacy, group orientation and mobility skills, job-seeking skills and understanding employer expectations for punctuality and performance, as well as other "soft" skills

necessary for employment. Workplace readiness training can occur in a classroom, virtually or on-the-job.

- Instruction in self-advocacy: May be provided through generalized classroom lessons that teach students about their rights and responsibilities, how to request accommodations or services and supports, and how to communicate their thoughts, concerns and needs in order to prepare them for peer mentoring opportunities with individuals working in their area of interest.

These Pre-ETS services may be provided by either the school (under IDEA) or Nevada VR (under the Rehabilitation Act). Nevada VR-provided Pre-ETS can be delivered in a variety of ways to best meet the needs of the student individually or in groups including services delivered directly by Nevada VR staff, by designated vendors with approved Service Agreements, or by using specialized programs such as Project Discovery and iAchieve.

Student with a Disability

A student with a disability is an individual with a disability in a secondary, postsecondary, or other recognized education program who is not younger than 14 years of age and is not older than 21 (except 22 per NRS 388.5223) years of age and is either eligible for, and receiving, special education or related services under part B of IDEA or a student who is an individual with a disability for purposes of Section 504 of the Rehabilitation Act.

Transition Services

A coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities including post-secondary education, vocational training, competitive integrated employment (including supported employment), continuing and adult education, adult services, independent living or community participation. The coordinated set of activities must be based upon the student's needs, taking into account the individual's preferences and interests, and must include instruction, community experiences, the development of employment and other

post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services must promote or facilitate the achievement of the employment outcome identified in the student's or youth's IEP and include outreach to and engagement of the parents, or as appropriate, the representative of such a student or youth with a disability.

Dispute Resolution

- Nevada VR and the *Fernley High School* model and support coordination and conflict resolution to be addressed at the lowest possible level.
- Interagency disputes regarding reimbursement or implementation of the provisions of this agreement will be resolved informally, if possible.
- If informal resolution is not successful, Nevada VR will provide a third-party neutral mediator to attempt resolution.

Signatures

The parties to this MOU either personally or through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

Bureau of Vocational Rehabilitation

Mechelle Merrill, Deputy Administrator of Program Date

Lyon County School District

Ryan Cross, Principal Date

Lyon County School District

Rachel Stewart, Executive Director of Special Services Date