

INTERAGENCY AGREEMENT

Between
THE MISSISSIPPI DEPARTMENT OF REHABILITATION SERVICES
And
TUPELO PUBLIC SCHOOL DISTRICT

20-OVR-001

THIS AGREEMENT is entered into by and between the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and Tupelo Public School District (hereinafter “School District”).

WHEREAS, MDRS is the State agency responsible for the administration of the Rehabilitation Act of 1973, Amended 1992, 29 U.S.C. §§ 701, et. seq. and is further mandated, under §§ 37-33-13 through §§ 37-33-201, MISS. CODE ANN. (1972), to provide vocational rehabilitation services to individuals with disabilities in Mississippi;

WHEREAS, pursuant to the authority of the abovesaid Acts, MDRS may enter into agreements with other entities to provide transition services to individuals with disabilities; and,

WHEREAS, School District is an eligible entity desirous of entering into an agreement with MDRS for the purpose of providing school-based transition services to individuals with disabilities;

THEREFORE, in consideration of the mutual interests and responsibilities of the parties, this agreement is entered into by and between the parties hereto upon the following terms, provisions and conditions:

- I. Scope of Services.** The Transition Partnership Program (TPP) is collaboration between local school districts and the Office of Vocational Rehabilitation (OVR). TPP is for the purpose of successfully transitioning high school students with disabilities into meaningful employment and/or post-secondary education. In furtherance of this partnership, OVR shall assign a Vocational Rehabilitation (VR) counselor to the school district, and both parties agree to jointly provide the professional services of a VR Transition Contract Employee(s), who will render transition services to selected secondary students with disabilities enrolled in the School District school system that are (a) in transition from school to work and community and (b) eligible for VR services.

The VR Transition Contract Employee is actively involved with the students, the local school district and VR counselor. Services include decision-making skills, interest assessment, career exploration and job preparation. The VR counselor determines eligibility and provides enhanced vocational rehabilitation services. The local VR Transition Contract Employee provides exclusive training and enhanced vocational programming to enable students to achieve employment utilizing community-based instruction, vocational and work-site training, job placement, and follow-up services upon graduation.

The addition of Pre-Employment Transition Services (Pre-ETS) is intended to add a component to the overall school and rehabilitation service continuum, not supplant any existing employment-related or other services which are potentially appropriate for a particular student (any service the school is already responsible for providing). Students who can benefit from existing school programs (career/technical and educational training programs, vocational education, etc.), with or without modifications, are not the target population for the VR Transition Contract Employee. These

students can be appropriately served in existing service options and therefore the primary issue is to ensure these services are available and provided to these students. Students who are eligible for and are clients of VR and require the more intensive services of the VR Transition Contract Employee are the intended target student population.

The VR Transition Contract Employee will develop permanent jobs within the community in which students may be placed and will also provide temporary job-related support activities that students may need which are necessary to obtain and maintain employment status. Specific VR Transition Contract Employee duties will include, but not be limited to, those outlined in Exhibit "A," captioned "Transition Partnership Program," and Exhibit "C," captioned "Performance Measures," which are attached hereto and incorporated herein. The VR Transition Contract Employee will coordinate all activities with, and provide monthly reports to, the MDRS vocational rehabilitation counselor and school personnel. The Mississippi Department of Rehabilitation Services will provide program coordination and technical assistance as needed during the course of this agreement.

II. Period of Performance. The period of performance of the obligations and duties under this agreement shall begin on July 1, 2019 and end on June 30, 2020.

III. Method of Payment. MDRS will reimburse School District for one-half (1/2) of the costs (salary, fringe, travel, and staff development), as set forth in Exhibit "B," captioned "Budget," which is attached hereto and incorporated herein, and as associated with the activities as listed above and further described in Exhibit A. Money cannot be transferred between budget categories shown without the express written consent of MDRS. As required by federal regulations, MDRS will provide oversight for the administration of the program through its Vocational Rehabilitation Counselor representative. All expenditures will be made by the School District and shall be expended in accordance with the provisions of the Rehabilitation Act of 1973, as amended.

MDRS will make Federal funds available for this project. School District will provide the match. Quarterly, School District will pay one hundred percent (100%) of the expenses incurred by the program. School District will then invoice MDRS quarterly for fifty percent (50%) of the costs for salary, fringe, travel, and staff development. Travel expenses will be in accordance with the policies of the State of Mississippi. Included in the quarterly invoice will be School District's certification that they have provided/paid their share (50%) with state funds that are eligible for federal match. MDRS will remit payment no later than thirty (30) days from the date the invoice is received from School District. Final claim for payment of services under this Agreement must be made by July 15, 2020.

It is expressly understood and agreed that in no event will the total compensation to be paid by MDRS hereunder exceed the specified amount as owed by MDRS in Exhibit "B."

IV. Assurances.

A. Individuals Served. It is expressly understood by both parties to this agreement that only individuals who are eligible or potentially eligible for vocational rehabilitation services, as determined by an authorized MDRS representative, will be served.

B. Non-Duplication of Service. The transition services, provided under this agreement, are not

services of School District to which the individual with a disability would be entitled if the individual were not an applicant or client of MDRS and furthermore these services must represent new services or new patterns of services of School District.

- C. Cost. School District assures that the costs of administrative activities are not costs which are attributable to the general expense of School District in carrying out the administrative functions of School District.
- D. Annual Review. MDRS will review this agreement at least once annually to determine the effectiveness of the services provided and to assure that it is being operated in compliance with the requirements of this agreement.

V. General Terms and Conditions.

- A. Applicable Law. The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. School District shall comply with applicable federal, state, and local laws and regulations.
- B. Assignment. Neither party may assign or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
- C. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to School District, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- D. Compliance with Laws. School District understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and School District agrees during the term of the agreement that School District will strictly adhere to this policy in its employment practices and provision of services. School District shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- E. E-Payment. School District agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public

Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

F. E-Verification. School District represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. School District agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. School District further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject School District to the following:

1. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. the loss of any license, permit, certification or other document granted to School District by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
3. both.

In the event of such termination/cancellation, School District would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

G. HIPAA Compliance. School District agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this Agreement.

H. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

I. Ownership of Documents and Work Product. All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by School District specifically at the request and solely for the use of MDRS, which information is not of the sort that would be compiled in the ordinary course and scope of School District's regular business activities, shall be owned by MDRS upon completion or termination of this agreement. MDRS reserves the rights to any and all information and/or materials collected on its behalf.

School District assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. School District further assures that MDRS shall have full access to all information collected. School District is prohibited from use of the above described information and/or materials

J. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of School District's choice. The State may, at its sole discretion, require School District to electronically submit invoices and supporting documentation at any time during the term of this Agreement. School District understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

K. Record Requirements.

1. *Maintenance of Records.* School District shall establish and maintain financial records, supporting documentation and any other such records that may be necessary to reflect the performance of obligations under this agreement.
2. *Fiscal Requirements and Audit.* School District shall establish such fiscal control and fund accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. School District shall keep, maintain and present to MDRS, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. School District shall further keep and maintain such bookkeeping and accounting records and procedures as may be established by MDRS. School District records shall be sufficient to allow MDRS to review and monitor School District's operations. Records shall be set up and maintained in accordance with Generally Accepted Accounting Principles. Purchases shall be conducted according to State purchasing and procurement regulations. Further, School District shall comply with the audit provisions of Public Law 104-156, and any rules promulgated pursuant thereto. For purposes of complying with the requirement of P. L. 104-156, the Catalogue of Federal Domestic Assistance (CFDA) number for the federal funds provided under this agreement is 84.126.
3. *Record Retention/Access to Records.* MDRS, any State agency authorized to audit MDRS, the Rehabilitation Services Administration, and the Comptroller General of the United States or the duly authorized representative of any of the above, shall have the right of access to any books, documents, papers or other records of School District which pertain to the performance of the obligations under this agreement, in order to make audit, examination, excerpts and/or transcripts. These records shall be retained for at least three (3) years from the date of completion of the terms of this agreement; however, if any litigation or other legal proceeding, by or on behalf of the State or Federal Government has begun and is not complete at the end of the abovesaid three (3) year period, or if audit findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the above said three (3) year period, all records shall be retained until such time as such proceedings are resolved.

- L. Resolution of Disputes. Any dispute concerning a question of fact under this agreement which cannot be resolved by ordinary means shall be decided by the Executive Director of MDRS and the Superintendent of School District or such persons as they designate. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, State of Mississippi. Pending final decision of a dispute, School District shall proceed diligently with the performance of this agreement.
- M. Severability. Should any term or provision of this agreement be found to be prohibited by the laws of the United States or the State of Mississippi, or should any term or provision be declared invalid or void by a court of competent jurisdiction, the remaining terms, conditions and obligations shall be valid and enforceable, to the fullest extent permitted by law, and shall not be affected by the invalidity of any other provision.
- N. Suspension and Debarment. School District certifies that its organization and its principals are not suspended or debarred or otherwise excluded from or ineligible for participation in Federal assistance programs.
- O. Termination for Convenience.
1. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this agreement in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to School District specifying the part of the agreement terminated and when termination becomes effective.
 2. *School District's Obligations.* School District shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination School District will stop work to the extent specified. School District shall also terminate outstanding orders and subcontracts as they relate to the terminated work. School District shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct School District to assign School District's right, title, and interest under terminated orders or subcontracts to the State. School District must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- P. Termination for Default.
1. *Default.* If School District refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in this agreement or any extension thereof, or otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, the Agency Head or designee may notify School District in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate School District's right to proceed with the agreement or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or

designee. School District shall continue performance of the agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. *School District's Duties.* Notwithstanding termination of the agreement and subject to any directions from the procurement officer, School District shall take timely, reasonable, and necessary action to protect and preserve property in the possession of School District in which the State has an interest.
 3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due School District such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
 4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, School District shall not be in default by reason of any failure in performance of this agreement in accordance with its terms (including any failure by School District to make progress in the prosecution of the work hereunder which endangers such performance) if School District has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, School District shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit School District to meet the contract requirements. Upon request of School District, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, School District's progress and performance would have met the terms of the agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience."
 5. *Erroneous Termination for Default.* If, after notice of termination of School District's right to proceed under the provisions of this clause, it is determined for any reason that the agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
- Q. Transparency. This Agreement, including any accompanying exhibits, attachments, and

appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by School District as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- R. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- S. Part-Time Employment. With MDRS approval, a part-time employee serving as a VR Transition Contract Employee may elect to work during the course of this Agreement as long as 100% of their time is devoted to VR services. This part-time VR Transition Contract Employee must work no less than twenty (20) hours per week.
- T. Mississippi Public Employees Retirement System. If VR Transition Contract Employee is a state service retiree receiving benefits from the Mississippi Public Employees Retirement System (PERS), the VR Transition Contract Employee agrees to comply with the reemployment provisions as authorized in Miss Code Ann. § 25-11-127 (1972 as amended) and in accordance with the provisions of PERS Regulation 34, Reemployment after Retirement. If applicable, the VR Transition Contract Employee is responsible for notifying MDRS as well as ensuring that the annual hours worked and the annual compensation received are in compliance with the Mississippi Public Employees Retirement System regulations.

VI. Notice. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Program Specialist]

School District: Genna McAlpin, Director of Special Education
Tupelo Public School District
903 Fillmore Street
Tupelo, MS 38801

Any other correspondence concerning this agreement (invoices, technical/programmatic matters, etc.) shall be directed as follows:

MDRS: Faye Culpepper, OVR Program Specialist
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698
fculpepper@mdrs.ms.gov

VII. Entire Agreement. This agreement and any document attached hereto or incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings and agreements, whether written or oral, between the parties hereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____
Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services

DATE

By: _____
Dr. Rob Picou, Superintendent
Tupelo Public School District

EXHIBIT A

Transition Partnership Program

The VR Transition Contract Employee position is a position designed to enhance the collaboration between the local school districts and the Office of Vocational Rehabilitation to assist in ensuring that secondary school students with disabilities ages 14-21 successfully transition from secondary education into meaningful employment and post-secondary education. This position is administered through a contractual agreement between MDRS and the local school district. Under this agreement, MDRS and the local school districts contract together to provide a VR Transition Contract Employee. The VR Transition Contract Employee is actively involved with students, the local school district, and the VR/VRB Counselor.

Under this agreement, it is the VR Counselor's responsibility to determine eligibility for VR services and provide other enhanced VR services. The VR Transition Contract Employee provides exclusive training and enhanced vocational programming to help enable VR eligible students with disabilities achieve employment or post-secondary education upon graduation for high school.

VR Transition Contract Employee services do not include or supplant any activities or services ordinarily provided by the schools including regular classroom teaching, substitute teaching, being a hall monitor, facilitating as a test proctor, behavior specialist, or any other functions not directly related to placing students into employment.

Duties may include, but not be limited to the following tasks:

1. Coordinate and provide outreach activities to help identify students with disabilities in the school;
2. Provide outreach to parents of students with a disability;
3. Participate in activities related to the recruitment of potential eligible students with a disability;
4. Obtain referrals from teachers, SPED staff, school nurse, etc. of students for VR services and provide referral information to VR counselor;
5. Communicate with school personnel and others directly involved with the transition student to establish positive working relationships, appropriate referrals, and successful employment outcomes;
6. Maintain a schedule of activities and provide VR counselor with schedule of activities that the school sponsors such as career fairs, etc.;
7. Assist in ensuring eligible students attend school sponsored career activities related to pre-employment transition services and provide documentation to the VR counselor that verifies students attendance at school activities;
8. Gather existing assessment/evaluation information from the school for the purpose of sharing with the VR counselor;
9. Assist in providing standardized interest assessments when not completed by local school district or VR;
10. Collect data and maintain confidential and accurate files for each VR student;
11. Observe and document progress of students during on campus school work experiences, classroom activities, and during school related activities such as community outings;

12. Work under the direction of the VR Counselor coordinate and ensure the students with disabilities receive pre-employment transition services to include Job Exploration Counseling, Workplace Readiness Training, Work-Based Learning Experience, Instruction in Self-Advocacy Training, and Counseling on Post-Secondary Education and Training Opportunities;
13. Provide monthly reports to VR Transition Counselor regarding all pre-employment transition activities the student has participated in;
14. Attend IEP and 504 (Rehabilitation Act) meetings, when invited and represent MDRS/VR;
15. Provide verbal and written updates and information received at IEP and 504 meetings;
16. Attend school related events and represent MDRS/VR;
17. Work to help coordinate and develop work site opportunities for students including internships, summer employment, apprenticeships, on-campus work experience opportunities;
18. Provide activities and documentation that satisfy the requirements set forth in section 511 of the Rehabilitation Act with regard to students with disabilities who are seeking subminimum wage employment;
19. Attend all school meetings and periodic training, as assigned;
20. Attend VR District meetings as assigned;
21. Perform other related duties, as assigned, to ensure the efficient and effective functioning;
22. Conducting follow-up; and
23. Provide signed and dated monthly MDRS-approved timesheet to school supervisor for he/she to sign and submit to school bookkeeper.

Minimum Experience and Qualification Requirements

1. High School Diploma/Equivalency (College degree preferred in the areas of special education, vocational education, vocational rehabilitation, human services);
2. A minimum of two (2) years' work experience in education, social services, vocational rehabilitation supporting youth/individuals with disabilities, and/or related field;
3. Knowledge of IDEA and 504;
4. Computer proficiency to include use of basic software applications (ex. Word, Excel);
5. Demonstrated experience working with students 14-21 years of age;
6. Ability to organize, to prioritize, to work independently and to be self-directed;
7. Ability to establish and maintain a positive rapport with students, district personnel and VR staff;
8. Knowledge of school policies and procedures in working with students with disabilities in order to maintain confidentiality;
9. Ability and willingness to work outside normal school days hours as needed; and
10. Valid Mississippi driver's license and ability to provide own transportation.

EXHIBIT B

BUDGET

Project Search Position Title: VR Transition Contract Employee	Cost to MDRS	Cost to School District	Total Cost
Salary Fringe Benefits (Health, FICA, etc.) Travel Staff Development			
Total Cost			

EXHIBIT C

PERFORMANCE MEASURES

The following objectives apply to students who receive combined services from the VR Transition Contract Employee and the Vocational Rehabilitation (VR) Transition Counselor.

School District

1. Each VR Transition Contract Employee must complete and provide a separate monthly report on each VR client to the VR Counselor.
2. Each VR Transition Contract Employee must provide Pre-ETS and job-related services/supports to a maximum of **twelve** (12) students during the current school year. These students are to be VR clients who have been identified by the VR counselor for Project Search.
3. Each VR Transition Contract Employee must show that at least 75% of the exiting students are in competitive integrated employment, and/or enrolled in post-secondary education during the contract period of July 1 – June 30.

An unmet objective may impact the terms of future VR Transition Contract Employee contract renewal.

EXHIBIT D

MDRS Requirements for Third Party Cooperative Agreements (TPCA)

By signing below, the MSD Representative certifies that he/she has authority to bind the MSD, and further acknowledges on behalf of the MSD:

The Transition Partnership Program (TPP) must comply with specific federal statutory requirements under the Rehabilitation Act of 1973 (Act), as amended by the Workforce Innovation and Opportunity Act (WIOA) to utilize Federal VR funds. Upon review of the interagency agreement between Mississippi School Districts (MSD) and The Mississippi Department of Rehabilitation (MDRS), clarifications are necessary to continue using Federal funds as a match to subsidize the contract staff currently working in the MSD in accordance with the current contract between the MSD and MDRS (IV. (H)). Specific TPCA requirements that may require modifications and/or renegotiations according to the Federal Monitoring and Technical Assistance Guide (MTAG) are as follows:

1. The services provided by the MSD cannot be customary or typical but must be new services with a vocational rehabilitation focus or an existing service that has been modified or expanded to have vocational rehabilitation focus. The services cannot be services that the MSD is providing or has the legal responsibility to provide.
2. The services provided by the MSD should only be available to applicants for or recipients of services from MDRS with the exception of pre-employment transition services which can be provided to all students with disabilities (potentially eligible).
3. The TPCA should outline specifically whom the TPP will serve and what role both the contract staff and VR Counselor will play in the program.
4. The contract staff will be under the direct supervision of the MSD, but program expenditures must be under the administrative supervision of MDRS. MDRS will approve the contract employee(s).
5. All services provided by the contract staff must meet all requirements of the VR Portion of WIOA State Plan for the State of Mississippi. <http://www.mdrs.ms.gov/Documents/VR%20state%20plan%202018.pdf>
6. The MSD will use state funds for their share of the TPCA.
7. The TPCA must specify a budget that specifically identifies the portion of allowable costs that meet Federal Regulations, including those incurred as non-Federal share for the direct provision of VR services, and those incurred with Federal VR funds.
8. The MSD is aware students have informed choice and may refuse any or all of the Pre -Employment Transition Services offered through MDRS.
9. The School District cannot be reimbursed for duties outside the scope of the contract (bus duty, cafeteria duty, sports events, etc.) They must be working with students served by the contract at all times.

Mississippi School District: _____

Signature and Date: _____

Name and Title: _____