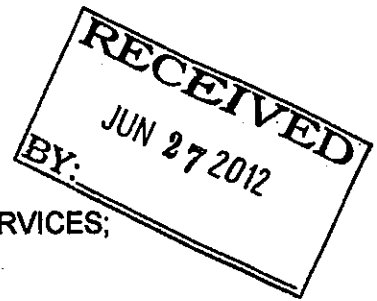


MEMORANDUM OF UNDERSTANDING
AMONG THE FOLLOWING:
ARKANSAS DEPARTMENT OF EDUCATION
SPECIAL EDUCATION UNIT, ARKANSAS TRANSITION SERVICES;
DEPARTMENT OF CAREER EDUCATION;
AND

DEPARTMENT OF CAREER EDUCATION-ARKANSAS REHABILITATION SERVICES;
FOR COMPLIANCE WITH THE
INDIVIDUALS WITH DISABILITIES EDUCATION ACT



The Arkansas Department of Education (ADE), Special Education, Arkansas Transition Services hereafter referred to as Special Education/ATS; the Arkansas Department of Career Education, hereafter referred to as Career Education; and the Arkansas Department of Career Education - Arkansas Rehabilitation Services, hereafter referred to as ARS; for the purpose of implementing the provisions of the Individuals With Disabilities Education Act (IDEA 2004), Public Law 105-17; the Carl D. Perkins Vocational And Applied Technology Act, Public Law 101-392, as amended; the Rehabilitation Act of 1973, as amended; Public Law 93-112, as amended; and Arkansas Code Annotated 6-41-202 through 6-41-223, as amended, enter into the following Memorandum of Understanding (MOU).

This MOU is set forth to define each party's responsibilities with regard to ensuring a free appropriate public education (FAPE) for eligible children, ages 16 to 21, and younger when appropriate, which are identified as having a disability in accordance with IDEA.

I. PRINCIPLES

This Memorandum of Understanding is based on the following principles:

- A. The aforementioned parties have a common and concurrent interest in providing a free appropriate public education to eligible individuals with disabilities, ages 16 to 21, and younger when determined appropriate by the IEP team.
- B. The aforementioned parties have a common and concurrent interest in working cooperatively to ensure that individuals with disabilities have access to the skills, training and necessary supports to transition successfully from school to the world of work.
- C. The aforementioned parties have a common interest in assisting local agencies in developing and initiating vocational programs and services to individuals with disabilities.
- D. The parties acknowledge that Special Education/ATS has general supervisory responsibility over the educational program of any public agency providing FAPE to individuals with disabilities, ages birth to 21, as defined in state and federal statutes.
- E. The aforementioned parties agree to facilitate provision for the development and approval of an individualized plan for employment before each student determined to be eligible for vocational rehabilitation services leaves the school setting or, if the designated state unit is operating on an order of selection, before each eligible student able to be served under the order leaves the school setting.
- F. This MOU is in no way intended to modify the responsibilities or authority delegated to the parties, or to override or make obsolete other memoranda of understanding which may already exist between the parties with the exception indicated in Section G. below.
- G. The MOU replaces the previous Interagency Agreement among the parties, which was entered into by the parties in July 2009.

II. TERMS

This MOU is based on the following terms:

The parties to this MOU agree to promote from their respective agencies the development and implementation of appropriate services for person with disabilities. The parties to this MOU agree to provide outreach to and identification of students with disabilities who need transition services. The agencies agree to accept the following responsibilities:

Arkansas Rehabilitation Services:

A. ARS will provide eligibility determination according to ARS policy, including the Order of Selection Policy, in accordance with state and federal laws.

B. ARS will provide TRANSITION SERVICES below:

1. Age 14 or younger

a. Arkansas Rehabilitation Services will provide informational services and brochures regarding ARS services to any student, parent or guardian, special education teacher or other school official.

2. Ages 14 to 16:

a. The ARS counselor will meet with special education teachers on a yearly basis to discuss potential referrals for ARS services. A meeting will be scheduled to discuss students in the 11th grade to determine recommendations for referrals to ARS before the end of the junior year.

3. Before Graduation:

a. The ARS counselor will obtain referrals from the special education teacher no later than October of the senior year. All referrals will be accepted using the appropriate ARS referral form. In addition to the referral form, the teacher will submit copies of school records (including the current IEP) psychological evaluations, and the ARS Informed Consent signed by the parent or guardian (if the referral is under the age of 18). The school will submit any additional information that is pertinent and useful in assisting the ARS counselor to determine eligibility and assist the student and the counselor in identifying, selecting and pursuing appropriate career objectives.

b. The ARS counselor will complete an application at the earliest date possible upon receipt of the transition referral form and supporting documents (including the current IEP). The ARS counselor must determine eligibility for services and ensure the development and approval of the Individualized Plan for Employment (IPE) by the time the student leaves the school setting.

- c. The ARS counselor will follow established procedures for referral, application, eligibility determination, and IPE development consistent with informed choice.
- C. ARS will provide consultation and technical assistance to assist educational agencies in planning for the transition of students with disabilities from school to post-school activities, including VR services when requested and appropriate.
- D. ARS will be available to provide transition planning by personnel of the designated state agency with educational agency personnel that facilitates the development and completion of their individualized education programs.
- E. ARS will provide services including Transition services in compliance with federal and state laws as appropriate to result in an employment outcome to eligible individuals with disabilities. In the development of a comprehensive program of vocational rehabilitation services, vocational rehabilitation professionals will be expected to work cooperatively with Career Education and Special Education/ATS.

Special Education/ATS

- A. The Special Education Unit will establish and maintain policies and procedures and provide technical assistance to local education agencies to ensure that:
 1. Individuals with disabilities have been provided with prerequisite academic, personal adjustment and pre-vocational skills training prior to being referred to Career Education.
 2. Placement of individuals with disabilities in Career Education programs are based on an Individualized Education Program (IEP) and that the child will be served in the least restrictive environment. However, Career Education programs may not substitute for special education programs.
 3. Individuals with disabilities have an appropriate and meaningful set of goals and services within the Transition Goals and Services section of the IEP.
- B. Special Education/ATS will encourage local education agencies to involve Career Education and Rehabilitation Services staff in developing IEPs for children who will be referred for appropriate services. Local education agencies will also be encouraged by Special Education/ATS to initiate and/or cooperate appropriately in the development of graduation plans, Tech Prep programs of study, vocational components and transition goals and services of the IEP, and Individual Written Rehabilitation Plans.
- C. Special Education/ATS will encourage special educators to work cooperatively with Vocational Rehabilitation Transition Counselors within the schools to provide appropriate information and services to students with disabilities and their families.
- D. Special Education will make available appropriate in-service training and technical assistance to Career Education staff in curriculum and classroom modifications and learning strategies to accommodate secondary and post-secondary children with disabilities.

- E. Special Education/ATS will provide opportunities to participate in appropriate in-service training and technical assistance to Rehabilitation Counselors in best practices in transition planning to promote positive post-school outcomes.
- F. Special Education will provide state and federal funds to local education agencies for the development of comprehensive special education services to identified children with disabilities. In the development of a comprehensive program of special education services, local education agencies will be expected to work cooperatively with Career Education and Rehabilitation Services. Comprehensive services include, but are not limited to appraisal services, instructional services and support services.

Department of Career Education

- A. The Department of Career Education will maintain program policies and provide a system of support services for local education agencies to ensure that each person with a disability, including those who are disadvantaged and enrolled in a vocational education program, shall receive:
 - 1. an assessment of the interests, abilities and special needs of that child with respect to completing successfully the vocational education program;
 - 2. special services, including adaptation of curriculum and instruction, equipment and facilities designed to meet the specific child's needs as determined by assessment;
 - 3. guidance, counseling and career development activities conducted by professionally trained counselors who are associated with the provisions of such special services;
 - 4. counseling services designed to facilitate the transition from school to post-school employment and career opportunities.
- B. The Department of Career Education will maintain guidelines and provide technical assistance to local education agencies:
 - 1. to ensure that equal educational opportunities, including full opportunity to participate in programs, activities and job opportunities are provided to all children;
 - 2. to analyze, identify and change policies and activities that impede the achievement of equal opportunities for all individuals.
- C. The Department of Career Education agrees to provide in-service training and technical assistance to familiarize special education personnel and rehabilitation services personnel with program designs, the system of support services, course content guides and the curricula of specific vocational service areas that can be provided to children with disabilities.

III. COORDINATION OF SERVICES

Parties to this MOU agree to establish, maintain and implement policies and procedures to ensure coordination and timely and appropriate delivery of services in accordance with each agency's authority and defined responsibilities.

IV. 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 ADE and ARS for resolution. The following process will be used:

- A. A letter from any party to this agreement stating the nature of the dispute is sent to the ADE and ARS designee.
- B. The designees will assist to engage in informal fact-finding.
- C. When necessary, the designees will schedule a meeting of the parties to discuss the issue(s) in dispute and to review the facts.
- D. Within 45 days of written notification of the dispute, the designees will render a written decision to resolve the dispute.
- E. Within 30 days of receipt of the decision of the designees, parties to the dispute may appeal the decision to the ADE Commissioner and ARS Commissioner. If no appeal is forthcoming, the decision is binding on all parties.

V. EFFECTIVE DATE, CHANGES, LIFE OF THIS MOU

- A. This MOU will continue in effect until state and federal statutes or regulations have changed in such a manner as to substantially affect any portion of this agreement. Changes will be negotiated following a 30-day written notification of such substantive changes in state and federal statutes or regulations.
- B. Changes made during the effective life of this MOU will be added as formal amendments, which all parties must approve, by signature.
- C. This MOU becomes effective and replaces the previous Interagency Agreement among the parties, (entered into in July 2009) when signed by the authorized representatives of the parties.

VI. SIGNATURES

We, the undersigned authorized representatives of the parties to this agreement; do by our signatures agree to abide by the provisions of this agreement.

By Robert T. Oliveira
Commissioner, Arkansas Rehabilitation Services

June 29, 2012
Date

By [Signature]
Director, Department of Career Education

6/2/12
Date

MEMORANDUM OF UNDERSTANDING
Revised January 2012

By Martha Kay Axtell
Associate Director Special Education
Arkansas Department of Education, Special Education Unit

6-25-12
Date