

MEMORANDUM OF UNDERSTANDING BETWEEN CAMPBELL COUNTY SCHOOL DISTRICT #1 AND WYOMING DEPARTMENT OF WORKFORCE SERVICES, DIVISION OF VOCATIONAL REHABILITATION.

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are Campbell County School District #1 (CCSD) whose address is: 1000 West 8th St. Gillette, WY 82716 and the Wyoming Department of Workforce Services, Division of Vocational Rehabilitation (DWS/DVR), whose address is: 5221 Yellowstone Road, Cheyenne, WY 82002.
2. **Purpose:** The purpose of this MOU is to set forth the responsibilities of each agency in the provision of requirements set forth in the approved Pathway to Partnerships Disability Innovation Fund (DIF) Grant, awarded to Wyoming DVR in 2023 for five years. Wyoming Department of Education and DWS/DVR share accountability to ensure adherence to the DIF grant requirements, which include improving cross-partner collaboration and seamless service delivery to meet the individualized needs of children and youth with disabilities to achieve their postsecondary goals for employment, education/training, and independent living.
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 this MOU and shall remain in full force and effect until the completion of the DIF Grant programmed activities, set to exhaust on September 30, 2028. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. Both parties will review this document annually to consider updates based on DIF Grant progress and need. If any update is necessary, the parties shall amend this MOU pursuant to Section 9(A) below.
4. **Payment:** No payment shall be made to either party by the other party without a formal MOU in place and completion of DIF Grant requirements. Fiscal services shall be provided by DWS/DVR with prior approval and executed through DWS policy. Invoices for payment may be requested monthly and may not exceed the annual budget amounts.

Costs for the SEA - WDE and LEAs Subgrantees: the SEA - WDE and LEAs will collaborate to identify community partners to provide mental health services on a fee-for-service basis to the pilot school sites. This arrangement will address project objectives to increase the availability of mental health services to expand and sustain the school and community network of mental health support through training in identified mental health intervention programs. During Year 1, WY-DVR, SEA - WDE and the LEAs will determine the best arrangement for overseeing these services. Additional budget costs will support the mental health coordinator in the supervision of these services, the grant budget and other day-to-day operations of the DIF grant at each demonstrated site.

Additional line items for subject matter experts and assistive technology have been added to the budget to support adequate resources that may be necessary for effective implementation, and

not otherwise covered. The project team will use Year 1 to develop an effective mechanism for using these funds.

5. **Definitions**: Any terms set forth in this Agreement that are defined in the approved DIF Grant shall carry the meaning ascribed to them in that statute.
6. **Timelines**: This agreement shall support the grant period from October 1, 2023 through September 30, 2028. Monthly grant reporting data and process outcomes will be presented to WY DVR monthly.
7. **Responsibilities of CCSD**:
 - a. Notify WY DVR of any anticipated staff changes when notice is given by CCSD staff who are directly involved in the DIF Grant project.
 - b. Attend Statewide Transition Coalition (STC) quarterly meetings.
 - c. Identify and share de-identified information regarding the needs of families and students with grant stakeholders, as agreed upon.
 - d. Review materials developed through the lens of families and students to determine usefulness.
 - e. With signed releases, exchange information regarding student participation in activities.
 - f. Assist in Annual Youth Leadership Forum.
 - g. Assist in RFP submissions to national conferences, with conference expenses to be funded by the grant, including substitutes.
 - h. Provide monthly grant data and process outcomes to WY DVR no later than the last Monday of each month.
 - i. **Year 2 through 5**:
 - Identify and recruit students and families for DIF project
 - With signed guardian releases, provide student names identified for the project who are 10-13 and 14-22 (with IEP's, 504s or a suspected disability) to CIL and DVR
 - Provide confidential meeting space for Transition Navigators in the district
 - Identify appropriate staff for mental health training
 - Conduct train the trainer for mental health training
 - Collaborate with CIL to identify the best meeting location for Like Skills Training
 - In partnership with the CIL, facilitate Employment First training for students
 - j. CCSD will work with other DIF Grant facilitators to extend and expand their capacity to deliver social and life skills training to children and youth with disabilities and suspected disabilities. The total statewide number of children and youth with disabilities and suspected disabilities throughout the life of the project includes:

<u>Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Total</u>
# Children Contacted	25	40	40	125	125	355
# Children Enrolled	0	25	25	75	75	200
# Youth Contacted	25	40	40	125	125	355

# Youth Enrolled	0	25	25	75	75	200
# Youth securing CIE	0	10	10	30	30	80
# Youth in College	0	2	2	4	5	13

- k. CCSD will collaborate and assist DVR and other core partners in the gathering of qualitative and quantitative data to evaluate program effectiveness, and make recommendations for revisions prior to the next school year. This information will be shared with the STC and all stakeholders annually.
- l. CCSD will identify students with mental health needs, on an IEP, 504 or with a suspected disability, and will connect them with mental health services through the Pathways grant.

8. Responsibilities of DWS/DVR

- a. DWS/DVR will work with program stakeholders to create and facilitate a Statewide Transition Coalition comprised of LEAs, Centers for Independent Living (CILs), mental health counselors, educators, parents, employers, students and youth with disabilities, service providers, self-advocates, and other community members. This group will serve to guide the program.
- b. DWS/DVR will collaborate with WSIL and other subgrantees to improve cross-partner collaboration and seamless service delivery to meet the individualized and age-appropriate needs of children and youth with disabilities to achieve their postsecondary goals for employment, education/training, and independent living.
- c. DWS/DVR will maintain communication with DIF Grant partners through quarterly Local Transition Coalition (LTC) and STC group meetings, as well as through written reports.
- d. DWS/DVR will develop accessible communication materials through a lens of cultural humility and written in plain language. This information will be disseminated through print, virtual, and in-person methods.
- e. DWS/DVR will provide knowledge on local labor market trends, job requirements, and other employment-related information to best support students and youth to secure work experience.
- f. DVR will work with established partners to reach this goal and will leverage the infrastructure and capacity of Wyoming’s Rural Youth Apprenticeship Development (RYAD) program.
- g. DWS/DVR will expose students and youth with disabilities to job exploration information and age-appropriate work experience with a focus on paid apprenticeships and internships. DVR will develop career exploration instruction and volunteer opportunities for children 10-13, and build to increase participation for students aged 14-21, with guardian consent and signed releases.
- h. DWS/DVR will provide training and job coaching as additional support for positive student work experience outcomes leading to long-term, sustainable employment. DWS/DVR will provide funding for these job coaches when appropriate, to ensure that students who have worked through the pre-employment skills will feel adequately supported in their vocational placements. The training for these job coaches will also be

funded by Vocational Rehabilitation and/or the DIF Grant so that they have the necessary skills to provide the appropriate levels of support to the student workers.

- i. DVR will provide an assessment for participating children and youth to identify technology needs that could affect their ability to access WSIL's training curriculum.
- j. DWS/DVR will work to increase mental health resources within the school system and community by providing support to LEAs so they can identify and train service professionals, families, stakeholders, peer mentors, and the community at large to identify and address mental health crises and situations.
- k. DWS/DVR will work collaboratively with WSIL and ICI Boston to create/modify curriculum to be used to train students and youth with disabilities on peer mentoring, employment first, social skills, and other employability skills needed to be successful in the student's post-secondary goals.
- l. DWS/DVR will work to develop a website/online presence to offer a virtual training platform to disseminate information on employment first training and to host a Youth Leadership Forum.
- m. DWS/DVR will collect pre-and post-assessments to gather quantitative and qualitative data to measure the success of the DIF grant program and to make recommendations as needed. This data will be available bi-annually and will include current needs, employment and mental health services provided, children and youth preparation for careers, and technology limitations.
- n. DWS/DVR will compile all relevant data to provide an annual assessment of DIF Grant program success, recommendations, and progress toward goals.
- o. DWS/DVR will work with partners to submit presentation proposals to national conferences to share their project model resources and outcomes.

9. General Provisions

- a. **Amendments.** Either party may request changes in this MOU. 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. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Entirety of MOU.** This MOU, consisting of seven (7) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOI, and unless this MOU is approved as to form by the Attorney General or her representative.

- e. **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.
- f. **Sovereign Immunity.** The State of Wyoming, CCSD and DWS/DVR do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to an action based on or occurring as a result of this MOU.
- g. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- h. **Resolution of Issues.** The parties mutually agree to resolve disputes in a non-adversarial fashion by meeting to confer and discuss any ideas that may arise, recognizing that the purpose of the MOU is to promote and ensure collaboration between the agencies for the benefit of children and families in the State of Wyoming. Issues that may arise will be immediately brought to the attention of the agency personnel involved to resolve as expeditiously and informally as possible and at the lowest appropriate level. If these agency personnel cannot resolve the dispute, it will be referred to the Director of Wyoming Workforce Services and the Superintendent of Public Instruction for Resolution.