



Department of Human Services VR and  
 Department of Education Memorandum of Understanding



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**MEMORANDUM OF  
 UNDERSTANDING BETWEEN  
 THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES  
 and  
 THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION  
 THROUGH  
 THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
 PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 3rd day of November 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services (DHS), and the Department of Education (VIDE), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

**WITNESSETH:**

Whereas, the Department of Human Services’ Office of Vocational Rehabilitation (DHS/VR) is the agency responsible for implementing the Vocational Rehabilitation Program as authorized by the Workforce Innovation and Opportunity Act (WIOA) of 2014; and

Whereas, the Rehabilitation Act, amended by WIOA and its implementing regulations require Vocational Rehabilitation agencies to enter into formal interagency agreements with the State Education Agency (SEA) describing how they will collaboratively plan and coordinate transition services for students with disabilities needing those services (Section 101(a)(11)(D) of the Rehabilitation Act and 34 CFR 361.22(b)), and

Whereas, the Virgin Islands Department of Education’s State Office of Special Education (VIDE/SOSE) through the St. Croix and St. Thomas/St. John District Offices of Special Education designated as the Local Education Agencies (LEA) is charged with providing special education services for eligible students and potentially eligible students with disabilities which includes ensuring a free appropriate public education in accordance with the Individuals with Disabilities Education Improvement Act, 20 USC § 1400; and

Whereas, the Individuals with Disabilities Education Act (IDEA) requires VIDE/SOSE to ensure that transition planning /services are included in the Individualized Education Program (IEP) and students’ career goals are noted as a means to facilitate the movement from school to post-school life; (34 CFR 300.1(a); 20 U.S.C. 1400(d)(1)(A); and

Whereas, VIDE and DHS/VR provide professional developmental and ongoing technical assistance to its Special Education Division staff to assist in the preparation of eligible students and potentially eligible students to make a successful transfer from high school.); and



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Whereas, IDEA requires participating states and territories to have in place an agreement or mechanism to: (i) identify the state agency responsible for providing services that are also special education and related services to ensure a free appropriate public education; (ii) specify the terms and conditions under which responsible agencies reimburse local agencies for providing certain services that are special education and related services; (iii) resolve interagency disputes; and (iv) coordinate the provision of services that are also special education or related services to eligible students and potentially eligible students with disabilities in accordance with 20 USC §1412(a)(12); and

Whereas, the Parties have a common interest in ensuring eligible students and potentially eligible students with disabilities in the territory who need special education and/or vocational rehabilitation services are promptly identified, and the appropriate transition services and or resources are made available in accordance with Section 612 (a)(12) of the IDEA and section 113 of the Rehabilitation Act amended by the Workforce Innovation Opportunity Act and its implementing regulations in 34 CFR 361.48, 397.10, 34 CFR 397.10, and 34 CFR 397.30; and

Whereas, the Parties desire to combine efforts in ensuring a seamless delivery of pre-employment transition services (Pre-ETS) and other available services and resources to eligible students and potentially eligible students with disabilities in order to facilitate their transfer into the workforce or post-secondary opportunities, by entering into this MOU;

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

**1. TERM AND EFFECTIVE DATE**

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate Four (4) years thereafter. The Parties shall have the option to renew this MOU for a period of one additional year subject to the same terms noted herein.

**2. COSTS**

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

**3. RESPONSIBILITIES/ TASKS**

It is the overarching goal of this Agreement that, to the maximum extent possible, all eligible and potentially eligible students with disabilities exit high school prepared to go directly into employment and/or post-secondary training programs and independent living. In furtherance of this, VIDE/SOSE as the SEA and DHS/VR shall work collaboratively to:



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- Implement practices in secondary school programs that include pre-employment transition services that will prepare eligible and potentially eligible students with disabilities for competitive integrated employment; where appropriate, supported employment; integrated recreation and leisure activities; postsecondary training; and personal management skills which allow for the greatest level of independence across recreation, residential and employment settings.
- Ensure that all potentially eligible and eligible students with disabilities and their parents/guardians are provided the necessary tools and resources to be actively engaged in the transition planning process and informed and educated about the dispute resolution process and the Client Assistance Program.
- Consult and provide Technical Assistance to assist in the coordination of activities among all involved segments of the community toward the purposes stated in this Agreement.

**3.1 The Parties shall jointly:**

- A. Adopt a collaborative partnership by assessing opportunities in which training and technical assistance can successfully support potentially eligible and eligible students with disabilities navigate from school to adult life; reviewing, evaluating, and suggesting amending services to appropriately meet the needs of students; and identifying a lead point of contact to coordinate activities;
- B. Allow for the exchange of student information (including the Vocational Rehabilitation transition intake form, IEP, transition plans, and disability documentation) between VIDE/SOSE and DHS/VR through an integrated case management system designed to assist all parties maintain accurate and current data and is within the parameters of students' confidentiality and determined privacy sharing standards;
- C. Provide services to eligible students with disabilities in accordance with the mandated responsibilities, funding appropriations, and available resources of the participating agencies;
- D. Adhere to internal controls established and reviewed by the State Rehabilitation Council (SRC) to protect the integrity of the program and ensure the efficiency of provision of services;
- E. Make available this MOU and other relevant supporting documentation Territory-wide for transparency of services;
- F. Provide professional development and technical assistance activities for VIDE/SOSE and DHS/VR personnel, the LEA, other public and private agencies, and



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parents/guardians/surrogates/students on topics related to transition planning and adult service activities;

- G. Establish a State Planning Team comprised of staff from each agency and student representatives with a lead person from each agency to engage in Technical Assistance (TA) trainings/conferences such those sponsored by the National Technical Assistance Center on Transition (NTACT), the cost to be covered by each agency;
- H. Assure that, in accordance with 34 CFR 397.31, neither Party will enter into a contract or other arrangement with an entity for the purpose of operating a program under which a youth with a disability is engaged in work compensated at a subminimum wage;
- I. Conduct outreach activities by engaging in school-based meeting, utilizing social media platforms, radio and newspaper blurbs, and dissemination of written materials) to build a pool of qualified vendors who can provide transition services.

### 3.2 Department of Human Services' Office of Vocational Rehabilitation shall:

- A. Collaborate with the LEA to provide the following five activities to potentially eligible and eligible students with disabilities (14-21 years old): (i) job exploration counseling- explore interests and in-demand occupations; (ii) work-based learning opportunities- job shadow, apprenticeships through paid or unpaid experiences; (iii) counseling on post-secondary educational opportunities- investigate career paths, visit campuses to learn about university life and resources; (iv) workplace readiness training- independent living, soft skills training, peer mentoring; and (v) instruction in self-advocacy- learn how to request accommodations, and leadership activities;
- B. Consult and provide technical assistance, (through all forms of communication including conference calls and video conferencing) to assist VIDE/SOSE and service providers addressing the needs of people with disabilities, in planning of pre-employment transitional services for potentially eligible and eligible students with disabilities from school to post-school activities, and all other vocational rehabilitation services;
- C. Attend IEP meetings and provide detailed information on the VR process to eligible students and potentially eligible students with disabilities and their parents and anticipate service needs;
- D. Assist with the transition planning by VIDE/SOSE and any partnering educational agency for potentially eligible and eligible students with disabilities that facilitates the development and implementation of their IEPs as required by IDEA to include attending IEP meetings and making referrals to providers/vendors;
- E. Assist in identifying potentially eligible and eligible students to participate in the



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- transition services. Identification of potentially eligible and eligible students with disabilities and those VR consumers who need transition services and pre-employment transition services shall be identified by qualifying standards based on State Vocational Rehabilitation requirements and WIOA Pre-ETS qualifiers. Outreach and engagement will occur as early as possible, to secure the informed choice of the consumer;
- F. Provide VIDE/SOSE with written materials on the VR program such as brochures, pamphlets, flyers, and fact sheets that detail qualifying factors for VR Services, qualifying factors for pre-employment transition services, scope of services, application procedures and contact information (phone number, address, website, etc.);
  - G. Work with local workforce development boards, One-Stop centers, and employers to identify work opportunities for students with disabilities;
  - H. Coordinate with the Department of Labor for the verification of wages that satisfy requirements set forth in 34 CFR part 397 regarding to students and youth with disabilities who are seeking or are engaged in subminimum wage employment;
  - I. Develop guidelines and provide technical assistance on the implementation of this Agreement to LEA personnel, parents, and students;
  - J. Notify transition team participants of student eligibility determinations and educate participants on the appeal process;
  - K. Develop an Individual Plan of Employment (IPE) with eligible students, before the student leaves the school setting;
  - L. Promote employer engagement by providing opportunities for work-based learning and school-based learning for eligible students and potentially eligible students with disabilities;
  - M. Finalize employment placements for students; by identifying employers and providing placement services
  - N. Provide funds for students who apply for VR Services and are deemed eligible for employment training, guidance and counseling, physical restoration, job development and placement services. VR funds reserved for Pre-ETS services can be used to pay for auxiliary aids for students with sensory and communicative disorders. Auxiliary aids include qualified interpreters, note-takers, readers, assistive living devices, videophones, audio recordings, braille materials, screen reader software and magnification software. Auxiliary aids do not include computers, laptops, tablets, prescribed devices (e.g., glasses, hearing aids, wheelchairs), personal readers for study, home or vehicle modifications, and attendant care.

**3.3 Department of Education's State Office of Special Education shall:**

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*[Handwritten signature]*



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- A. Provide the general supervision of the IDEA in the Virgin Islands for special education and related services to ensure a free appropriate public education for eligible students and potentially eligible students with disabilities and work with DHS/VR to ensure transition services are available to eligible students and potentially eligible students with disabilities;
- B. Schedule individualized transition meetings to satisfy Transition Plan requirements as included in students' IEP requirements and encourage parental involvement and DHS/VR participation;
- C. Serve as the lead agency in the development, revision, and maintenance of cooperative efforts among the collaborating agencies to facilitate the successful transition of students with disabilities;
- D. Convene quarterly meetings, or as needed, to evaluate the transition process and recommend system changes;
- E. Coordinate with DHS/VR for dissemination of information to the LEA through back-to-school nights, parent support groups, career fairs, and other activities;
- F. Share with DHS/VR statistical information on special education student population to include students receiving 504 accommodations regarding effective, results-based practices for students with disabilities to be prepared for post-secondary education/training, employment, and independent living;
- G. Make available and distribute the "VR Information Packet" to stakeholders, community partners, parents, and students to facilitate timely referrals to DHS/VR.
- H. Provide any necessary service or assistance to eligible students and potentially eligible students with disabilities as outlined by IDEA.
- I. Provide DHS/VR with access to parents and students for presentations, workshops, trainings, and in-person meetings and promotional services within forty-five (45) days of the beginning of each semester

#### **4. DESIGNATED REPRESENTATIVE**

Each Party shall designate a representative to oversee its responsibilities under this MOU.





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 Department of Human Services designates:



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Kimberly-Joy D. Washington, Acting Administrator  
 1303 Hospital Ground, Ste. 1  
 St. Thomas, US Virgin Islands, 00802

Department of Education designates:

Renee Charleswell, Ph.D., Deputy Commissioner of Curriculum and Instruction  
 1834 Kongens Gade  
 St. Thomas, US Virgin Islands, 00802

**5. ASSIGNMENT**

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

**6. GOVERNING LAW**

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

**7. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or

amendment of any of the terms, conditions, or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**8. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

**9. CONDITION PRECEDENT**

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.



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## 10. TERMINATION

Either party will have the right to terminate this MOU with or without cause on Forty-Five (45) days written notice to the other party specifying the date of termination.

## 11. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability, or national origin.

## 12. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

## 13. DISPUTE RESOLUTION

This Agreement recognizes that each agency has its own administrative mechanisms for the timely resolution of internal disputes. All signatory parties and their respective agencies are responsible for resolving their own internal disputes, so long as each agency acts in a timely manner and consistent with provisions set forth in that program's regulations. All parties agree that resolution of interagency disputes and related issues will be based on the policies and procedures that have been agreed upon relative to this Agreement. When a formal dispute arises between the parties regarding the terms of this Agreement, the party seeking clarification shall utilize the following procedure:

- a. The issue will be referred to the appropriate administrator of the respective signatory agency for resolution. If the issue remains unresolved, it will be referred to the highest-level administrator within each agency for resolution. All necessary steps in the resolution process under this subsection shall occur within thirty (30) days from the initial referral.
- b. If the highest-level administrator within each agency does not resolve the dispute in a timely manner, as set out above, the issue will be referred immediately to the Attorney General, Department of Justice, to make recommendations to the Governor's Office for a final determination by the Governor, which will be binding on all parties.
- c. In any instance where a non-educational agency fails to provide or pay for the special education and related services that are also considered special education services for Part B eligible children with disabilities, the LEA or

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- d. State agency responsible for developing the child’s IEP will provide or pay for these services in a manner to ensure the continued provision of services during disputes involving which agency is financially responsible. The LEA or SEA may claim reimbursement for the services from the non-educational public agency (i.e., DHS) that failed to provide or pay for these services on a student’s individualized plan for employment and that agency shall reimburse the LEA or SEA under the terms stipulated in this agreement.
  
- e. Nothing in this part will be construed to reduce the obligation under the IDEA (20 U.S.C. 1400 et seq.) of a local educational agency or any other agency to provide or pay for any transition services that are also considered special education or related services and that are necessary for ensuring a free appropriate public education to children with disabilities within the State identified (34 C.F.R. §361.22(c)).
  - (1) Resolution of disputes must include, if the original assignment was inappropriate, a reassignment of agency responsibility after the dispute is resolved by the signatory agencies or the Governor’s office, and timely reimbursement of the costs of the services or any amounts that were paid for the provision of such services by the assigned agency pending resolution.
  
- f. Coordination necessary to satisfy documentation requirements set forth in [34 CFR part 397](#) with regard to students and youth with disabilities who are seeking subminimum wage employment; and
  
- g. Assurance that, in accordance with [34 CFR 397.31](#), neither the [State](#) educational agency nor the local educational agency will 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.

**14. NOTICE**

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

ANTHONY D. THOMAS  
 Commissioner  
 Department of Property and Procurement  
 8201 Sub Base, Suite 4  
 St. Thomas, Virgin Islands 00802



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**KIMBERLEY CAUSEY-GOMEZ**  
 Commissioner  
 Department of Human Services  
 1303 Hospital Ground, STE 1  
 St. Thomas, Virgin Islands 00802-6722

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**DIONNE WELLS-HEDRINGTON, ED. D.**  
 Commissioner Designee  
 Department of Education  
 1834 Kongens Gade  
 St. Thomas, Virgin Islands, 00802

**15. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

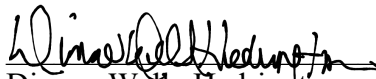
A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES**

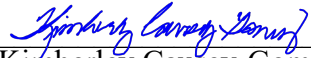
**GOVERNMENT OF THE VIRGIN ISLANDS**

  
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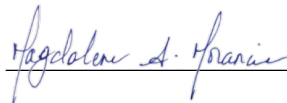
  
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 Dionne Wells-Hedrington,  
 Commissioner Designee  
 Department of Education


10/28/2022  
 Date

  
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 Kimberley Causey-Gomez, Commissioner  
 Department of Human Services


10/28/2022  
 Date

  
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 \_\_\_\_\_  
 Anthony D. Thomas, Commissioner  
 Department of Property and Procurement

11/3/2022  
 Date

APPROVED AS TO LEGAL SUFFICIENCY  
 DEPARTMENT OF JUSTICE BY:

  
 \_\_\_\_\_ Date 11/3/2022  
 Assistant Attorney General