

MEMORANDUM OF AGREEMENT
between
District, Idaho Falls School District
and
Idaho Division of Vocational Rehabilitation

This Memorandum of Agreement ("Agreement") is between the District ("District") and the Idaho Division of Vocational Rehabilitation (IDVR) for the services described in this Agreement. IDVR and the District, in consideration of the mutual covenants and conditions contained herein, agree as follows:

I. TERM

This Agreement is effective when signed and expires on July 30, 2018.

II. DISTRICT RESPONSIBILITIES

A. The District shall provide paid competitive work experience ("Program") for a maximum of (40) students per trimester for a total number of hours not to exceed three hundred (300) hours per week over three (3) twelve (12) week trimesters or a total of thirty six (36) weeks during 2017-2018 school year. Only seniors and students receiving 18-21 services can participate in the Program, unless prior consent is given by IDVR. The Program must benefit students with disabilities, as defined in the Workforce Innovation and Opportunity Act (WIOA) CFDA 84.126A. The Idaho Falls School District must provide services that qualify as "Pre-employment Transition Services" as defined in WIOA and have been accepted by IDVR. The program must provide a work based learning opportunity for each student, on the job workplace readiness training, and on the job instruction in self-advocacy.

1. Under WIOA, a student with a disability is defined as a student aged 15-21, who is eligible for, and receiving, special education or related services under part B of the Individuals with Disabilities Education Act, and/or is an individual with a disability, for purposes of section 504 of the Rehabilitation Act.

B. The Idaho Falls School District must provide students and families with information regarding the Vocational Rehabilitation Program and inform the families that IDVR is the funding source for the paid work experience program.

C. The Idaho Falls School District also must assess each student using the IDVR Student Monthly Assessment each month of the Program.

D. The Idaho Falls School District must provide a baseline assessment score and end of the year assessment score for each student in each area assessed in the IDVR Student Monthly Assessment (referenced in C) using the Student Assessment Reporting form.

- E. The Idaho Falls School District must report student name, student number, date of birth, disability, race, and ethnicity of each student participating in the work experience to IDVR following getting a confidentiality release from families, using the Paid Work Experience reporting form.
- F. The Idaho Falls School District must report the final wages paid to each individual student with the final invoice. IDVR understands that wages will vary based on the number of hours worked by the student.

III. IDVR RESPONSIBILITIES

- G. IDVR agrees to reimburse the Idaho Falls School District \$8.22/hour per student for all hours worked during the paid competitive work experience part of the Program. The total amount of this Agreement will not exceed \$88,776. At the completion of the program, the Idaho Falls School District must provide IDVR with a copy of all Student Monthly Assessments, baseline assessment score and end of the year assessment score for each student in each area assessed in the IDVR Student Monthly Assessment, verification of the number of hours each student has worked and a final invoice. The Idaho Falls School District can invoice monthly for the program reimbursement. The Idaho Falls School District must provide the following information with each invoice:
 - 1. Agreement number
 - 2. Identification of the billing period (or dates of service)
 - 3. Total amount billed for each billing period
 - 4. Description of services provided and associated number of hours/students worked
 - 5. Name of the authorized individual and contact information for the Idaho Falls School District.

Invoices and reports must be submitted to:
Alison Lowenthal
Idaho Division of Vocational Rehabilitation
650 W. State St
Boise, ID 83720

IV. PAYMENT

- A. The Idaho Falls School District must provide a signed invoice, all Monthly Student Assessments, and baseline assessment score and end of the year assessment score for each student in each area assessed in the IDVR Student Monthly Assessment to IDVR upon service completion. The final invoice will not be accepted or paid without receipt of required Monthly Student Assessments. The final invoice and Monthly Student Assessments must be submitted no later sixty (60) calendar days after completion of the program.

B. Payments will be processed by IDVR in accordance with Idaho Code section 67-2302.

V. RECORDS

The Idaho Falls School District must maintain all records in accordance with generally accepted government auditing standards (GAGAS) and 45 CFR sections 74.53 (b) and 74.48(4)(d). All records and documents relevant to the Agreement shall be available for and subject to inspection, review or audit, and copying by IDVR and other personnel duly authorized by IDVR, and by federal and state inspectors or auditors. The Idaho Falls School District shall make its records available to such parties at all reasonable times, at either the Idaho Falls School District place of business or upon premises designated by the Idaho Falls School District.

VI. INDEMNIFICATION

The Idaho Falls School District shall indemnify, defend and hold harmless the State of Idaho and IDVR, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorney's fees, and suits whatsoever caused by or arising out of or relating to the activities of the Idaho Falls School District or its employees or its contractors under this contract, or arising from the Idaho Falls School District's employees or contractors failure to comply with any applicable state, federal, local law, statute, rule, regulation or act. This duty to indemnify, IDVR its agents, officers, or employees other than claims that arise solely out of the negligence on the part of the IDVR, and this duty shall survive the termination or expiration of this Agreement.

VII. GOVERNING LAW

The Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Agreement.

VIII. OFFICIALS NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Agreement, express or implied.

IX. NOTICES

Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand, by United States mail or by email to the other party at the address stated below the party's signature. Either party may change its address by giving notice of the change in accordance with this section.

X. CONFIDENTIALITY OF CUSTOMER RECORDS

A. All customer records maintained by IDVR are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement pursuant to federal and state statutes, rules and regulations, including, but not limited to, the Family Education

Records Privacy Act of 1974 ("FERPA"), related federal regulations, and federal laws and regulations pertaining to individuals with disabilities. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share customer information in a manner not allowed by federal law or regulation.

- B. District agrees to comply with all federal and state requirements with respect to the protection of privacy, security and dissemination of the shared data, including, but not limited to FERPA and any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and all federal laws and regulations pertaining to individuals with disabilities. Any dissemination or use of the shared data for other than the primary purpose of this Agreement, without the express written authority of the IDVR in an Addendum to this Agreement, is specifically prohibited. District agrees to destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained.

XI. COMPLETE STATEMENT OF TERMS

The Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Agreement may not be released or reduced, subcontracted or re-assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by IDVR, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Idaho Falls School District and the IDVR.

XII. Debarment and Suspension.

- a. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689.
- b. The Contractor certifies, by signing of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible to receive any Federal Department or agency funds. If at such time during the term of this agreement the Contractor is subsequently debarred, suspended, proposed for debarment, or declared ineligible to receive any Federal Department funds the Contractor agrees to immediately notify the Division

IN WITNESS WHEREOF, the parties have executed this contract as of the effective date set forth above.

Idaho Falls School District

Xc 

Date: 8-15-17

Email:

IDVR:
Idaho Division of Vocational Rehabilitation

X 
Jane Dornhellen
Administrator

Date: 8-15-17

Address: 650 W. State Street, Suite 150
P.O. Box 83720
Boise, Idaho 83720