

Memorandum of Understanding

Transition to Employment of Students and Youth with Disabilities

Michigan Department of Education

Michigan Rehabilitation Services

Michigan Bureau of Services for Blind Persons

Michigan Behavioral Health and Developmental Disabilities Administration

Michigan Workforce Development Agency

Michigan Developmental Disabilities Council

Vision: Through strong interagency collaboration, students with disabilities will exit school with competitive integrated employment and/or a connection to post-secondary education intended to lead to employment.

1. **Recitals and Purpose**

- 1.1 Nationally and in Michigan, many individuals with disabilities are unemployed or significantly underemployed upon leaving school compared to their peers who do not have disabilities.
- 1.2 Preparation for competitive integrated employment should take place throughout secondary education and extend through transition to the workforce or post-secondary education.
- 1.3 Together with Michigan's Employment First Executive Order No. 2015-15, this Memorandum of Understanding (MOU) recognizes that Michigan starts with the presumption that everyone, with the appropriate preparation and support, can be employed in a competitive integrated job as defined below.
- 1.4 The parties to this agreement share a common responsibility, philosophy and goal of increasing the number of transition age students and youth with disabilities who successfully transition from school to competitive integrated employment.
- 1.5 Therefore, to support and increase the number of students and youth with disabilities transitioning from school to employment and/or a connection to post-secondary education intended to lead to employment, the above listed agencies enter into this MOU.

2. **Definitions**

- 2.1 Transition aged students and youth with disabilities: Per the Workforce Innovation and Opportunity Act (WIOA), students with a disability are between the ages of 16 and 21 who are eligible for and receiving Individuals with Disabilities Education Act (IDEA) services or an individual with a disability for purposes of section 504. Michigan special

education services may extend through age 25 (beyond the federal requirement of age 21).

- 2.2 Competitive integrated employment: full or part time work at minimum wage or higher, with wages and benefits similar to those without disabilities performing the same work, and fully integrated with co-workers without disabilities.
- 2.3 Employment services: services provided by Michigan Rehabilitation Services (MRS), Michigan Bureau of Services for Blind Persons (BSBP), Michigan Behavioral Health and Developmental Disabilities Administration (BHDDA), or Michigan Workforce Development Agency (WDA) that are intended to assist persons with disabilities choose, obtain, learn and maintain competitive integrated employment. For transitioning students and youth with disabilities these services are often delivered in conjunction with IDEA services provided by Local Education Agencies.
- 2.4 Transition services: It is the intent of IDEA and WIOA statutes and regulations that transition services be a coordinated set of activities for an individual with a disability designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities must be based upon the individual student's needs, taking into account the student's preferences and interests, and must include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. For the purposes of this agreement transition services must promote or facilitate the achievement of the employment outcome identified in the student's individualized plan for employment.

3. **Parties**

- 3.1 Michigan Department of Education (MDE) provides the general supervision, administration, and funding of special education programs and services for children and youth with disabilities ages 0-26. A free appropriate public education is provided to eligible children according to federal statute and regulations, state statute, administrative rules, and department procedures. Michigan Early On[®] and special education services extend from birth through 25 (beyond the federal requirement of 21) with the overarching goal of successful transition from school to higher education, other postsecondary education or training program or competitive, integrated employment.
- 3.2 MRS partners with eligible customers and employers to achieve quality employment outcomes and independence for individuals with disabilities.
- 3.3 BSBP provides opportunities to individuals who are blind or visually impaired to achieve employment, and/or achieve maximum and meaningful independence in life through comprehensive rehabilitative services.
- 3.4 BHDDA contracts services through its Pre-Paid Inpatient Health Plans (PIHP) and Community Mental Health Supports Programs (CMHSP) system for supports and

services for adults with serious mental illness, children with serious emotional disturbance, people with developmental disabilities, and people with substance use disorders.

- 3.5 WDA supports a demand driven workforce system, assists the structurally unemployed with financial independence, advocates for the integration of workforce development into the K-12 school system, and supports the alignment of workforce development with economic development efforts.
- 3.6 Michigan Developmental Disabilities Council (MDDC) works to ensure that people with developmental disabilities and their families have access to all the programs and services they need to make their own choices and live independently and work in their communities. The MDDC is part of the Michigan DD Network, which consists of three partners in each state authorized under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (the DD Act) and administered by the Administration on Developmental Disabilities (ADD): the University Center for Excellence in Developmental Disabilities (Wayne State University DDI), the State Developmental Disabilities Council (MDDC), and the State Protection and Advocacy Systems (Michigan Protection and Advocacy Services).

4. **Agreement Goals**

- 4.1 Increase by joint efforts and coordinated services, the number of students and youth with disabilities who make a successful transition to competitive integrated employment;
- 4.2 Establish roles and strengthen collaboration and coordination between each party to this agreement when serving students and youth with disabilities so that individuals and their families may experience accessible, seamless and non-duplicative services;
- 4.3 Build upon transition and employment service capacity by intentional resource direction and management, and program design;
- 4.4 Foster innovation in program design and service delivery across agencies utilizing research based practices;
- 4.5 Develop and utilize a common communication strategy to share information with stakeholders and service recipients about transition services, employment services, and the goal to increase competitive integrated employment.
- 4.6 Continue the interagency agreement process to facilitate connectivity between partners that will promote optimum transition and employment services provision.

5. **Mutual Responsibilities of the Parties**

- 5.1 Work collaboratively to improve the transition and employment service system so that it will produce increased competitive integrated employment outcomes for transition aged students and youth with disabilities;
- 5.2 Identify and implement effective transition and employment services to achieve the goals and intended outcomes of this Memorandum of Understanding;

- 5.3 Pursue and coordinate resource acquisition that maximize opportunities to achieve outcomes associated with this Memorandum of Understanding;
- 5.4 Promote and encourage coordinated transition and employment services at the local and state levels;
- 5.5 Build upon current capacity to provide transition and employment services that result in competitive integrated employment across systems that interact with students and youth with disabilities;
- 5.6 Develop and provide common training and professional development opportunities for transition and employment services personnel;
- 5.7 Share responsibility for publication, dissemination, and explanation of this Memorandum of Understanding;
- 5.8 Give timely notice to other agency partners of this agreement of proposed rule amendments relating to transition and employment services, along with opportunity to comment on proposed amendments.

6. Individual Party Responsibilities

- 6.1 In addition to the mutual responsibilities listed in Section 5, MDE agrees to the following:
 - 6.1.1 Share the link to the MISchool Data Portal that contains some district level data with regards to the B-13 and B-14 IDEA indicators;
 - 6.1.2 Advise local school districts to invite to IEP transition meetings, with parent and student consent, appropriate representatives from any agency likely to be responsible for providing or paying for transition and employment services for a student, in order to collaboratively plan for transition and employment services;
 - 6.1.3 Advise local school districts to contract with, or refer students to, only those services and programs that pay the greater of the prevailing minimum wage or the state/federal minimum wage;
 - 6.1.4 Collaborate with the other parties of this agreement in their efforts to develop policies that are designed to improve student access to and enrollment or participation in, higher education, other post-secondary education or training programs or competitive integrated employment, before they exit school.
- 6.2 In addition to the mutual responsibilities listed in Section 5, MRS agrees to the following:
 - 6.2.1 Collect service and outcome data regarding students and youth who receive vocational rehabilitation transition and employment services under this agreement and to share aggregate reports with parties to this agreement.
 - 6.2.2 In collaboration with the local educational agency and when advanced notification is received, attend IEP meetings as appropriate to provide information, technical assistance, case consultation, and information/referral as needed for eligible or potentially eligible students;

- 6.2.3 Assign a transition counselor to each district and/or school building as identified by MDE;
- 6.2.4 In collaboration with the local educational agency, provide or arrange for the provision of pre-employment transition services for Students with Disabilities in need of such services;
- 6.2.5 In collaboration with the local educational agency, coordinate the individualized plan for employment with the individualized education plan or 504 services, as applicable, for the student with a disability in terms of goals and objectives.

- 6.3 In addition to the mutual responsibilities listed in Section 5, BSPB agrees to the following:
 - 6.3.1 Gather and maintain service and outcome data regarding students and youth who receive transition and employment services under this agreement and to share that information with parties to this agreement.
 - 6.3.2 Advise BSPB staff to attend, with students' and parents' consent and when invited, IEP meetings to provide employment service information, technical assistance, case consultation, and information/referral as needed for eligible or potentially eligible students.
 - 6.3.3 As appropriate for individual students, and as informed by student IEPs, develop Individual Plans for Employment including Pre-Employment Transition and other Vocational Rehabilitation Services;
 - 6.3.4 Designate a liaison counselor for each school district based on their geographic location.

- 6.4 In addition to the mutual responsibilities listed in Section 5, BHDDA agrees to the following:
 - 6.4.1 Provide available employment service and outcome data regarding transitioning youth who enter long-term employment service status;
 - 6.4.2 Require PIHPs and CMHSPs to provide training and guidance for case service managers and other personnel regarding competitive integrated employment as the preferred vocational service outcome for students and youth who are served under this agreement;
 - 6.4.3 Encourage and promote collaboration of BHDDA services in transition planning between CMHSPs, school districts, MRS, BSBP, WDA, DD Council, and other agency partners;

- 6.5 In addition to the mutual responsibilities listed in Section 5, WDA agrees to the following:
 - 6.5.1 Provide data on the attainment of performance measures by students and youth with disabilities served by WIOA Title 1 Youth programs;
 - 6.5.2 As appropriate and available, facilitate and encourage work opportunities for eligible students and youth with disabilities served under this agreement, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships;

6.5.3 Educate and encourage involvement of business services teams as an avenue for engaging potential employers on students and youth served under this agreement.

6.6 In addition to the mutual responsibilities listed in Section 5, DDC agrees to the following:

6.6.1 Continue to provide leadership to State Employment First activities that promote competitive integrated employment at all levels of service;

6.6.2 Promote and disseminate information that gives individuals and families resources to envision a future that includes competitive integrated employment.

7. Agreement Revisions

7.1 The parties agree to formally review this agreement every two (2) years.

7.2 The parties agree to revise this agreement as necessary and by mutual agreement.

8. Resolution of Conflicts

8.1 Parties intend to work together to resolve any dispute which may arise while this agreement is in force.

9. Period of Agreement

9.1 This Agreement is effective from the last date of signing as shown at the end of this Agreement and until completion of this Project, or upon termination by any of the signatories.

Michigan Department of Education:

Teri L. Chapman

Teri L. Chapman, Ed.S., Director
Office of Special Education

06/22/16
Date

Kyle J. Guerrant

Kyle Guerrant, Deputy Superintendent
Finance and Operations

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Date

Michigan Department of Health and Human Services:

Lynda Zeller

Lynda Zeller, Deputy Director
Behavioral Health and Developmental Disabilities Administration

6/21/16
Date

Vendela M. Collins

Vendela M. Collins, Executive Director
Michigan Developmental Disabilities Council

6/21/2016
Date

Suzanne Howell

Suzanne Howell, Director
Michigan Rehabilitation Services

6/21/2016
Date

Michigan Department Licensing and Regulatory Affairs:

Shelly Edgerton

Shelly Edgerton, Director
On behalf of Bureau of Services for Blind Persons

6/21/2016
Date

Michigan Talent and Economic Development:

Stephanie Beckhorn

Stephanie Beckhorn, Director
Workforce Development Agency

6/21/2016
Date

This Memorandum of Understanding is hereby endorsed by Lieutenant Governor Brian Calley.

Brian Calley

Lieutenant Governor Brian Calley

6/21/2016
Date

