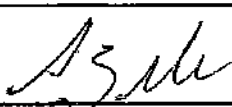



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE Memorandum of Understanding Between Goodwill Easter Seals and the School Board of of Escambia County, Florida for Job Readiness Training		SUBMITTED BY: George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
PERIOD OF CONTRACT July 1, 2010- June 30, 2011	FUNDING SOURCE FTE Project 0800	PROJECT COORDINATOR AND DEPARTMENT George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) \$54,000 Same as last year		TOTAL PROJECT - Is amount more, less or same as last year? \$54,000 Same as last year	
PURPOSE The Memorandum of Understanding will allow opportunities for exceptional students to learn marketable skills to ensure that they become productive citizens.			
IMPLEMENTATION PLAN Students sixteen (16) years old or older will participate in the Goodwill Easter Seals two (2)-year work program. The students will be taught skills to prepare them for the world of work.			
PARTICIPATING SCHOOLS/AGENCIES All High Schools, Goodwill Easter Seals			
ACTION REQUIRED Board approval and signature			
STRATEGIC ALIGNMENT - Include number and definition of Goal and Objective. PILLAR: Quality Goal Q.1: To increase rigor at all levels OBJECTIVE: Q.1.1. Strengthen existing academics through differentiated instruction and increased use of data as measured by a district developed teacher survey collected in the spring of each year.			
DIRECTOR 	DATE 5/26/10		
ASSISTANT SUPERINTENDENT 	DATE 5/28/10	DATE OF BOARD APPROVAL	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GOODWILL EASTER SEALS  
AND  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
FOR  
JOB READINESS TRAINING  
2010-2011**

**General:**

**On-The-Job Training (OJT) is a special cooperative work program developed to ensure that Escambia County's exceptional students are provided with opportunities to learn marketable skills to ensure that they become productive citizens.**

**It is a two-year work program which provides students with legitimate, appropriate, supervised community-based training, where students learn to become responsible citizens by working for school credit to learn a marketable skill. To qualify for OJT, a student must be staffed into the Exceptional Student Education Program, where an Individual Educational Plan (IEP) is written by a team consisting of School District Professionals and the student's parents.**

**During the first year of the OJT Program, the student will attend school part of the day and work in the community part of the day to earn school credit. Transportation to and from the worksite is provided by the School District, and the work experience is non-salaried. Job sites are public or non-profit organizations.**

**The second year, the OJT student attends school and may work in paid, private-sector employment to earn school credit. Many students may go on to post secondary education (i.e., PJC, UWF, George Stone). Other students may continue to work part or full-time upon graduation from high school, and some students who are not ready for private-sector employment are referred to appropriate helping agencies for further training or assistance.**

**Job Readiness Training will consist of three phases:**

**Phase I            Vocational Evaluation  
Retail, Custodial, Clerical (5 hrs. each)**

**Phase II           Work Adjustment / Assessment  
Retail, Custodial, Clerical (90 hrs. each)**

**Phase III Vocational Training / Job Placement  
Retail, Custodial, Clerical (120 hrs. each)**

(Age requirement: 16 years & older)

**JOB READINESS TRAINING**

The Job Readiness Training Program helps students prepare for employment by offering instruction in areas that are important to employers. Examples include completing job applications, time management, dealing with frustration at the work site, problem solving, job interviewing techniques, money management, how to understand employer benefits, managing child care, arranging transportation, etc.

The School District of Escambia County, Florida will work cooperatively with Goodwill Easter Seals as the referring agent of students desiring participation in the OJT Program. The School District of Escambia County, Florida agrees to:

1. Participate as part of the screening committee,
2. Provide curriculum frameworks course codes, and grading system, as needed,
3. Work collaboratively with Goodwill Easter Seals personnel to monitor student progress,
4. Assist with transition services and referrals as needed,
5. Assist with job coaching on an "as needed" basis,
6. Collaborate with agency and community representatives,
7. Make sure required documentation is complete,
8. Issue payment to Goodwill Easter Seals upon receipt of monthly invoices from Goodwill Easter Seals using a fee of \$30 per student per day of attendance.

Goodwill Easter Seals will be a part of a cooperative team to work with a group of students chosen by the screening committee. Goodwill Easter Seals agrees to:

1. Conduct a vocational assessment to identify work-related strengths and factors that may interfere with efficient work performance,
2. Provide vocational counseling to assist the student in developing appropriate occupational choices,
3. Conduct pre-vocational instruction addressing general health and safety, communication skills, community resources, personal finances, employability skills, social skills and job information while completing job tasks,
4. Participate as part of the Screening Committee and IEP Team,

5. Provide work activities for the student that are designed to afford the opportunity to improve skills and behaviors within a work environment by utilizing simulated and actual work activities,
6. Provide job development and placement services for 8-10 students once they have reached a state of employment readiness. Goodwill Easter Seals staff will identify potential job leads, arrange job interviews, coordinate the development of a resume and/or completion of job applications, and provide follow-up assistance to ensure continued success once employed,
7. Provide the physical space to house the program,
8. Work cooperatively with the School District staff, to monitor student progress and provide documentation of student progress on a weekly basis,
9. Provide transition services and job placement,
10. Invoice the School District of Escambia County, Florida, monthly using a fee of \$30 per student per day of attendance. Billing will be at the end of each month. Payment per student shall not exceed \$5,400. The total contracted amount shall not exceed \$54,000. Goodwill Easter Seals shall provide with each invoice for services, a list of activities as well as results of those activities during the invoice period, including but not limited to the following: workshops, presentations, programs, consultations, staff or students, the locations of these activities, the number of participants, evaluation of the service by participants, and an evaluation of the progress made by students either in knowledge and / or attitudes related to the topics presented or services provided. Billing will be based on days of attendance per student. Vocational Training and job placement services shall be provided for each student up to 18 weeks. At that time, if the student has not been employed in the private sector, a review of status will determine additional vocational training opportunities available to the student. Some evaluations may be in the form of direct feedback to school based personnel. However, for counseling services, direct feedback must be provided to appropriate school based personnel. Goodwill Easter Seals will be responsible for the development of evaluation instruments as well as the administration of these instruments. District personnel from the Exceptional Student Education Department must review evaluation instruments,
11. Require a level 2 background screening of all personnel who have direct contact with children in the program, as required by Section 1012.465, Florida Statutes.
12. The attached Addenda entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" and "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" are hereby agreed to and incorporated herein by reference.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GOODWILL EASTER SEALS  
AND  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
FOR  
JOB READINESS TRAINING  
2010-2011**

IN WITNESS WHEREOF, said parties have entered into this Memorandum Of Understanding on the 14<sup>th</sup> day of June, 2010 to become effective July 1, 2010 through June 30, 2011.

**THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Gerald W. Boone, Chair

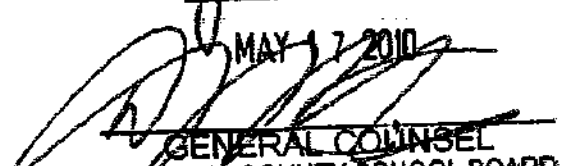
ATTEST: \_\_\_\_\_  
Malcolm Thomas, Superintendent

**GOODWILL EASTER SEALS**

By: \_\_\_\_\_  
Frank Harkins  
Goodwill Easter Seals, CEO

By: \_\_\_\_\_  
Terri Bolin  
VP-Program Services  
Goodwill Easter Seals

**APPROVED FOR LEGAL CONTENT  
FOR June 2010 AGENDA**

  
MAY 17 2010  
\_\_\_\_\_  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

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Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.


8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Goodwill Easter Seals of the Gulf Coast, Inc. "Job Readiness Train"	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Frank Harkins, President / CEO	
SIGNATURE	DATE
	04/08/2010

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

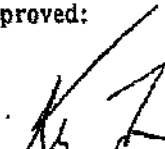
1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$500,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Initials of each Signer:

  
Keyon T. Windham, CFE, Director  
Risk Management  
Escambia School District  
215 West Garden Street  
Pensacola, FL 32502

  
Frank Harkins Pres/CEO