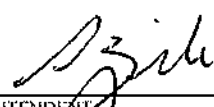
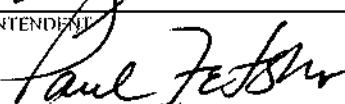


<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> <b>Curriculum &amp; Instruction/Human Resource Services/</b> <b>Risk Management</b>		<b>SCHOOL BOARD AGENDA</b> <b>EXECUTIVE SUMMARY</b>	
<b>TITLE</b> Memorandum of Understanding Between Southeastern Vocational Services/Lakeview Center and the School Board of Escambia County, Florida for Option2/Work Readiness Training		<b>SUBMITTED BY:</b> George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
<b>PERIOD OF CONTRACT</b> July 1, 2009-June 30, 2010	<b>FUNDING SOURCE</b> FTE-Project 0800	<b>PROJECT COORDINATOR AND DEPARTMENT</b> George A. Ziolkowski, Ph.D., Director Exceptional Student Education	
<b>AMOUNT OF FUNDING REQUEST</b> – Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) \$96,000 same as previous year		<b>TOTAL PROJECT</b> – Is amount more, less or same as last year? \$96,000 same as previous year	
<b>PURPOSE</b> The Memorandum of Understanding allows exceptional students who are not successful in the traditional school setting or who have dropped out of school an opportunity to earn an Exceptional Student Education (ESE) diploma. These students will be provided academic and vocational training coordinated through the School District and Southeastern Vocational Services.			
<b>IMPLEMENTATION PLAN</b> The School District of Escambia County, Florida will work cooperatively with Southeastern Vocational Services to provide academics, vocational and job placement training for students to meet the requirements of Option 2 as stated in Rule 6A.-1.0996.			
<b>PARTICIPATING SCHOOLS/AGENCIES</b> The School District of Escambia County Southeastern Vocational Services/Lakeview Center			
<b>ACTION REQUIRED</b> School Board approval and signature			
<b>STRATEGIC ALIGNMENT</b> – Include number and definition of Goal and Objective. <b>GOAL: 2: Prepare students for the workforce</b>  <b>OBJECTIVE: 2.3: Increase, by at least one percent each year, the number of Career and Technical Education students completing high school and articulating to post-secondary education and/or training, entering the military, or working in employment related to their training.</b>			
<b>DIRECTOR</b> 		<b>DATE</b> 5/4/09	
<b>ASSISTANT SUPERINTENDENT</b> 		<b>DATE</b> 5/5/09	<b>DATE OF BOARD APPROVAL</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHEASTERN VOCATIONAL SERVICES/LAKEVIEW CENTER  
AND  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
FOR  
“OPTION 2/WORK READINESS TRAINING”  
2009-2010**

**General:**

Option 2 is an individually designed option that may meet the needs of many young adults with disabilities. Option 2 requires that young adults:

- be successfully employed in the community for a minimum of one semester, at or above minimum wage,
- achieve the annual goals and short-term objectives related to employment and community competencies specified on their Transition IEPs,
- demonstrate mastery of the employment and community competencies specified on the Graduation Plan.

Option 2 requires the development of a Graduation Plan. This plan, which is unique for each young adult, is based on their individual needs, and must include:

- the employment and community competencies expected for the young adult,
- the criteria for determining and certifying mastery of the competencies,
- the work schedule and minimum number of hours to be worked per week,
- a description of the supervision to be provided by the school district staff.

**WORK READINESS TRAINING**

The Work 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. As a part of this program, the students may have the chance to work in the Industrial Services Department of Gulf Coast Enterprises (GCE).

The School Board of Escambia County, Florida will work cooperatively with Southeastern Vocational Services as the referring agent of students desiring admittance to the Option 2 Program. The School Board 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. Participate in developing a graduation plan (Option 2 only),

4. Provide an ESE teacher to work with students, write IEPs and complete school district paperwork for program (Option 2 only),
5. Work collaboratively with Southeastern Vocational Services personnel to monitor student progress,
6. Assist with transition services and referrals as needed,
7. Assist with job coaching on an "as needed" basis,
8. Collaborate with agency and community representatives for grading, evaluation, and graduation requirements,
9. Make sure required documentation is complete,
10. The School Board of Escambia County, Florida will issue payment to Southeastern Vocational Services, made payable to Lakeview Center, Inc., upon receipt of monthly invoices from Southeastern Vocational Services using a fee of \$40 (discounted from \$70) per student per day of enrollment.

Southeastern Vocational Services will be a part of a cooperative team to work with a group of students chosen by the screening committee as eligible for Option 2/Work Readiness Training. Southeastern Vocational Services 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 realistic occupational choices,
3. Conduct pre-vocational instruction addressing general health and safety, communication skills, community resources, personal finances (budgeting), employability skills, social skills and job information,
4. Participate as part of the Screening Committee, IEP Team, and the team writing the graduation plan,
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 once the student has reached a state of employment readiness. Southeastern Vocational Services 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 Board staff, to monitor student progress and provide documentation of student progress on a weekly basis,
9. Provide transition services, job placement and job coaching as needed,
10. Ensure that all personnel who have direct contact with the students served by this Agreement have undergone a level 2 background screening in accordance with Sections 435.04 and 1012.465, Fla. Stat.
11. Southeastern Vocational Services will invoice the School Board of Escambia County, Florida, monthly using a fee of \$40 (discounted from \$70) per student per day of enrollment. Billing will be at the end of each month. Payment per student shall not exceed \$8,000. The total contracted amount shall not exceed

\$96,000. Southeastern Vocational Services 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. 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. Southeastern Vocational Services 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.


The attached addendum entitled "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" is hereby agreed to and is incorporated herein by reference.

IN WITNESS WHEREOF, said parties have entered into this Memorandum of Understanding on the 19<sup>th</sup> day of May, 2009, to become effective July 1, 2009 through June 30, 2010.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Patricia Hightower, Chair

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

**APPROVED AS TO FORM**  
  
APR 27 2009  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

SOUTHEASTERN VOCATIONAL SERVICES/LAKEVIEW CENTER, INC.

By: \_\_\_\_\_  
Gary L. Bemby  
President/CEO  
Lakeview Center, Inc.

By: \_\_\_\_\_  
Richard J. Gilmartin, Vice President  
Southeastern Vocational Services

---

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

---

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 in 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	PR/AWARD NUMBER AND/OR PROJECT NAME
Lakeview Center, Inc.	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Gary L. Bembry, President/CEO	
SIGNATURE	DATE
	4/20/09

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.

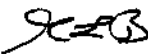
3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence 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:  
Signer:

Initials of each



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

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_