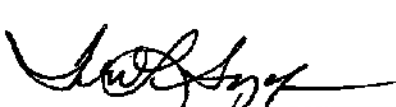
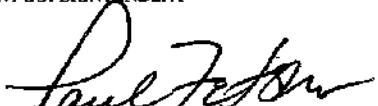


<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> <b>Curriculum &amp; Instruction/Human Resource Services/</b> <b>Risk Management</b>		<b>SCHOOL BOARD AGENDA</b> <b>EXECUTIVE SUMMARY</b>	
<b>TITLE</b> Cooperative Agreement Between Goodwill Easter Seals and the School Board of Escambia County, Florida for Job Readiness Training		<b>SUBMITTED BY:</b> Teri L. Szafran, Director Exceptional Student Education	
<b>PERIOD OF GRANT/CONTRACT/REQUEST</b> July 1, 2011 – June 30, 2012	<b>FUNDING SOURCE</b> FTE-Project 0800	<b>PROJECT COORDINATOR AND DEPARTMENT</b> Teri L. Szafran, Director Exceptional Student Education	
<b>AMOUNT OF FUNDING REQUEST – Is amount more, less or same as last year?</b> <i>(Explain differences at end of Purpose section if additional space is required)</i> \$54,000 Same as last year		<b>TOTAL PROJECT – Is amount more, less or same as last year?</b> \$54,000 Same as last year	
<b>PURPOSE</b> The agreement will allow opportunities for exceptional students to learn marketable skills to ensure that they become productive citizens.			
<b>IMPLEMENTATION PLAN</b> Twelve (12) students age 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.			
<b>PARTICIPATING SCHOOLS/AGENCIES</b> All Escambia County high schools and Goodwill Easter Seals			
<b>ACTION REQUIRED</b> Board approval and signature.			
<b>STRATEGIC ALIGNMENT – Include number and definition of Pillar, Goal and Measurable Objective.</b> <b>PILLAR:</b> Quality <b>GOAL Q.1:</b> To increase rigor at all levels <b>MEASURABLE OBJECTIVE:</b> Q.1.1. Increase the percentage of students making a learning gain in reading and/or mathematics as measured by state mandated tests.			
<b>DIRECTOR</b> 		<b>DATE</b> 5/31/11	
<b>ASSISTANT SUPERINTENDENT</b> 		<b>DATE</b> 6-1-11	<b>DATE OF BOARD APPROVAL</b>

**COOPERATIVE AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
GOODWILL EASTER SEALS  
2011-2012**

THIS AGREEMENT dated the 21<sup>st</sup> day of June, 2011, by and between THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, hereinafter referred to as the "District" and GOODWILL EASTER SEALS, a Florida not-for-profit corporation, hereinafter referred to as the "Provider."

The purpose of this Agreement is to provide a cooperative work program providing on-the-job training opportunities for exceptional students in accordance with their Individual Education Plans (IEPs).

WHEREAS, the Provider is approved by the School Board of Escambia County, Florida, as the school conducting programs of education, training and related services for exceptional students; and

WHEREAS, the District wishes to provide a special program of job readiness training for exceptional students who have each met the following criteria:

1. Is a resident of Escambia County, Florida and is enrolled in or has made application for enrollment in the Escambia County School District.
2. Has been appropriately identified as a student with disabilities by the District in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. Has an individual educational plan established, based on assessment results, which indicates specific educational and/or vocational needs and such plan and needs are agreed upon by the parents of the student and the School District of Escambia County, Florida.
4. Has attained the minimum of sixteen (16) years of age.

Job readiness training prepares students for employment by offering instruction in key employability skills such as time management, problem solving, dealing with frustration in the work environment, money management, understanding employment paperwork and benefits, and arranging transportation. The job readiness training will consist of three phases within retail, custodial and clerical fields:

Phase I Vocational Evaluation (five [5] hours in each field)

Phase II Work Adjustment/Assessment (ninety [90] hours in each field)

Phase III Vocational Training/Job Placement (one hundred twenty [120] in each field)

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 District agrees to:**

1. Participate as part of the screening committee.
2. Provide curriculum framework, 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. Assist with completing required documentation.
8. Reimburse Goodwill Easter Seals thirty dollars (\$30) per student per day of attendance no later than the 20<sup>th</sup> of the month immediately following the month service was provided. The name and address of the official payee to whom payment should be made is:

Goodwill Easter Seals  
2448 Gordon Smith Drive  
Mobile, AL 36617

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. Provide job development and placement services for twelve (12) students once they have reached a state of employment readiness. Goodwill Easter Seals' staff will identify potential job leads, arrange interviews, coordinate the development of a resume and/or completion of job applications, and provide follow-up assistance to enable continued success once the student is employed. Placement services shall be provided for eighteen (18) weeks.
2. Conduct a vocational assessment to identify work-related strengths and factors that may interfere with efficient work performance. Goodwill Easter Seals will be responsible for the provision of evaluation instruments as well as the administration of these instruments. District staff must review the evaluation instruments.
3. Provide vocational counseling to assist the student in developing appropriate occupational choices.

4. 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.
5. Participate as part of the screening committee and IEP team.
6. Provide work activities for students that are designed to afford the opportunity to improve skills and behaviors within a work environment by utilizing simulated and actual work activities.
7. Provide the physical space to house the program.
8. Work cooperatively with District staff to monitor student progress and provide weekly written documentation of student progress.
9. If students are not employed in the private sector following the OJT Program, a review of status will be conducted to determine additional vocational training opportunities available to the student.
10. Require a level 2 background screening of all personnel who have direct contact with students in the program as required by Section 1012.465, F.S.
11. Invoice the District monthly using a fee of thirty dollars (\$30) per student per day of attendance. Billing will be at the end of each month. The total contracted amount shall not exceed \$54,000. Goodwill Easter Seals shall provide with each invoice a list of activities as well as an evaluation of those activities during the invoice period.
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.

Jurisdiction for any legal claims arising under this Agreement shall lie solely in the Circuit Courts of Escambia County, Florida.

This Agreement may be terminated for any reason or no reason at all by any party at any time giving sixty (60) days prior notice to the other party.

IN WITNESS WHEREOF, said parties have entered into this Cooperative Agreement on the 21<sup>st</sup> of June, 2011 to become effective July 1, 2011 through June 30, 2012.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

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

ATTEST

By: \_\_\_\_\_  
Malcolm Thomas, Superintendent

GOODWILL EASTER SEALS

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

By: \_\_\_\_\_  
Terri Bolin, Vice-President  
Program Services  
Goodwill Easter Seals

APPROVED FOR LEGAL CONTENT

FOR June 2011 AGENDA

MAY 26 2011

\_\_\_\_\_  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

---

## 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 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 Training	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Frank Hopkins, Pres / CEO	
SIGNATURE	DATE
	4/21/2011

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 \$1,000,000 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 \$1,000,000 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

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