

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/29/2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:
D23EAE1B28D6C0BCF621A58F055F8AC7 readySign

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Cabinet Team Member:
F2E63BEAAE31AA47112F240E69DA8A9F readySign

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the MOU agreement between Broken Arrow Public Schools and Goodwill Industries providing vocational training and transitional support services for select IEP students under terms specified. There is no cost to the district. D. Thornton

Goodwill provides vocational training services for select high school students. The students receive transitional training in an off-campus environment and are able to interact and communicate with peers and adults in a real world setting.

RENEWAL Agreement

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM OF UNDERSTANDING

Transition Work Adjustment Program 2024-2025 Among Goodwill Industries of Tulsa, Inc. and Broken Arrow Public Schools

This Memorandum of Understanding (MOU) is hereby entered into between Goodwill Industries of Tulsa, Inc. (Goodwill) and Broken Arrow Public Schools (BAPS).

Goodwill Industries of Tulsa, Inc.
David E Oliver
2800 Southwest Blvd.
Tulsa, OK 74107
DOliver@goodwilltulsa.org

Broken Arrow Public Schools
Attn: April Lodes
Transition Coordinator
701 S. Main Street
Broken Arrow, OK 74012
alodes@baschools.org

Goodwill and BAPS agree that selected BAPS students will receive Transition Services through the State of Oklahoma Department of Rehabilitation Services (DRS) Work Adjustment Training (WAT) program. Goodwill offers this MOU for the WAT Program to benefit students with disabilities.

MOU Period: The MOU is effective from the execution date through June 30, 2025.

Students Eligible to Participate:

- With documented disabilities (includes individualized education plan (IEP), 504 Plan, or other documents) who:
 - o Have been determined eligible for DRS services or
 - o Are on a trial work plan as determined by the DRS counselor.
 - o Have an approved DRS case.
 - o Have an individualized plan for employment (IPE) in place.
 - o Have WAT as a line of service on the IPE.
 - o Have been provided written authorization by DRS as to their start date; and
 - o Are at least 16 years old.

Goodwill Eligibility Criteria:

- Students who meet all DRS criteria listed above.
- Those who demonstrate the potential to work in the community after the WAT Program, with the assistance of Supported Employment.
- Those who have been interviewed by Goodwill staff and accepted by Goodwill's Admissions Committee.

Goodwill Responsibilities:

Objectives/Outcomes of WAT

- Students will have knowledge of jobs and working.
- Students will demonstrate job-seeking skills.
- Students will adjust to the world of work, including social pressures.
- Students will demonstrate employment readiness skills.
- Students will transition into employment (e.g., School Work Study, Supported Employment, and Employment and Retention) or post-secondary education.
- Staff will evaluate each student's stamina and ability to work.

Individualized Assessment

- Student's interpersonal skills, including the ability to interact socially.

- Capacity to understand verbal and written communications.
- Job skills, including the ability to meet both the physical and social aspects of employment.
- Work speed and endurance.
- Career interest and awareness.
- Work behaviors, which include the ability to work independently.
- Physical capacities and psychomotor skills.
- Job shadowing assesses an individual's job interests and allows students to ask questions regarding specific jobs. For students with sensory issues, the opportunity to assess and learn to regulate possible sensory input.

Individualized Training Plan

Goodwill will provide each student with an Individualized Training Plan (ITP), with input from the student, the student's family members or representative, the DRS counselor, and Goodwill WAT staff. Based on the individualized assessment, the ITP will address areas of strength and needed services and provide the basis for periodic evaluation of the student's progress.

Times of Service

The WAT program is offered Monday through Friday from 8:00 am to 11:00 am or 12:00 pm to 3:00 pm. Please note that morning and afternoon classes will only be conducted with sufficient enrollment, which is defined as a minimum of six students per class. Our primary location for these classes will be at 2800 Southwest Boulevard. Classes at this location will be filled first. Additional students will be accommodated at Goodwill's Broken Arrow facility if there is an overflow due to high participation. Any day Goodwill is scheduled to be closed will be communicated in advance.

Broken Arrow Public Schools Responsibilities:

Referrals of Eligible Students

- BAPS and DRS will collaborate to provide eligible student referrals to Goodwill's WAT Program.

Transportation

- BAPS will provide transportation to and from Goodwill to attend programming.
- Any alternate arrangements will need to be approved by Goodwill.

Meetings

- Inform Goodwill WAT staff of any pertinent changes in the IEP.
- Include Goodwill WAT staff in the exit IEP.

Modification

This MOU may be modified only by the written agreement of both parties.

Insurance

Goodwill agrees to maintain general liability insurance on itself and cover each employee that provides services with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Goodwill will also maintain workers' compensation insurance covering any employee providing services hereunder in the amounts required by Oklahoma law.

Relationship of the Parties

As this MOU outlines, the parties' relationship is between the contractor and the independent contractor. Nothing in this MOU is intended nor shall be construed as creating any partnership, joint venture, or agency relationship between the parties. Neither Goodwill nor its employees or agents shall in any way be deemed to be employees or agents of BAPS. Likewise, neither BAPS nor its employees or agents shall be considered employees or agents of Goodwill. Each party shall be solely responsible for the method and manner in which it and its respective employees carry out the duties imposed on it by this MOU. Neither party shall exercise any control or direction over the methods by which the other party and its respective employees perform their functions hereunder, except as may otherwise be provided in the MOU.

Governing Law

This MOU shall be governed by, construed, and enforced under the laws of the State of Oklahoma. The parties agree that the exclusive venue for all action relating to this MOU will be in a federal or state court of competent jurisdiction in Tulsa, Oklahoma.

Cancellation

Either party may cancel this MOU by providing thirty (30) days prior written notice to the parties' attention at the addresses listed on the first page of this MOU.

Entire Agreement

This MOU sets forth the parties' agreement and complete understanding regarding the services contemplated herein. It supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter.

Goodwill Industries of Tulsa, Inc.

David E. Oliver 4-16-24
Signature Date

Signature Date
Broken Arrow Public Schools

DAVID E. OLIVER
Print Name

Print Name

PRESIDENT
Title

Title

Broken Arrow Public Schools
Board of Education

Signature Date

Print Name

Title