

## MEMORANDUM OF UNDERSTANDING

### Transition Work Adjustment Program 2021-2022

Among

Goodwill Industries of Tulsa, Inc. and  
Broken Arrow High School

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

Goodwill and Broken Arrow High School agree that selected Broken Arrow High School students will receive Transition Services. Goodwill offers and this MOU includes the traditional Work Adjustment Program for the benefit of students with disabilities, as well as students with Autism Spectrum Disorder (ASD).

**MOU Period:** The MOU is effective July 1, 2021 through June 30, 2022.

#### **Students Eligible to Participate:**

- Determined eligible for Oklahoma Department of Rehabilitation Services (DRS) services with an open and active case;
- DRS Individualized Employment Plan (IPE) in place, and Work Adjustment Training or Transition Services at Goodwill as a line of service on the IPE;
- Have a documented disability of a Learning Disability/Intellectual Disability and/or ASD; and
- Who are at least 16 years of age.

#### **Goodwill Eligibility Criteria:**

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

#### **Goodwill Responsibilities:**

##### Objectives/Outcomes of Transition Services

- 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;
- 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; and
- Use of job shadowing in order to assess individual's job interests and allow 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

Each student will be afforded an Individualized Training Plan (ITP) which will include input from the student, the student's family members or representative, DRS counselor, and Goodwill Transition Specialists. The ITP will address areas of strength and needed services based on the individualized assessment, and it will provide the basis for periodic evaluation of the student's progress.

### Specialized ASD Services

Because of the special needs of those with ASD, Goodwill provides the following additional Transition Services:

- SMART Board in order to make use of Career Exploration videos, as well as YouTube and other media applications.
- Sensory Area which has comfortable surroundings, blue lights and noise-reduction headgear for the purpose of allowing overwhelmed students to voluntarily leave the classroom, calm themselves and return.
- Flip camera used for capturing role modeling on film to replay either on the SMART Board, iPod Touch or iPad mini devices.
- iPod Touch and iPad mini devices available in the classroom for each student with social applications to regulate and modify his/her own behavior, bridge communication gap between students and those without ASD in the classroom or work world, and for use as reminders of job skills, customer service, social cues and other special types of communications.

### Times of Service

The Transition Services program is at 2210 West Washington Street, Broken Arrow, Oklahoma Monday through Friday from 8:00 a.m. to 11:00 a.m. or 12:00 p.m. to 3:00 p.m., depending on utilization of that classroom. Students are not expected to attend on days in which school is not in session. Any day in which Goodwill is scheduled to be closed will be communicated in advance.

### **Broken Arrow High School Responsibilities:**

#### Referrals of Eligible Students

- Broken Arrow High School and DRS will work together to provide eligible student referrals to Goodwill's Transition Work Adjustment Program;
- Goodwill Transition staff will interview referred students. Goodwill's Admissions Committee will make the final determination on acceptance into the program.

#### Transportation

- Broken Arrow High School will provide transportation to and from Goodwill to attend programming.
- Any alternate arrangements will need to be approved by Goodwill.

#### Meetings

- Inform Goodwill Transition staff of any pertinent changes in the 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 covering 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**

The relationship of the parties as set forth in this MOU is that of contractor and independent contractor. Nothing in this MOU is intended nor shall be construed as creating any kind of 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 Broken Arrow High School. Likewise, neither Broken Arrow High School nor its employees or agents shall be deemed to be 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, and neither party shall exercise any control or direction over the methods by which the other party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in the MOU.

**Governing Law**

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

**Cancellation**

This MOU may be canceled by either party by providing thirty (30) days prior written notice to the attention of the parties at the addresses listed on the first page of this MOU.

**Entire Agreement**

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

Goodwill Industries of Tulsa, Inc.

Broken Arrow High School

David E. Oliver  
Signature

\_\_\_\_\_  
Signature

DAVID E. OLIVER  
Print Name

\_\_\_\_\_  
Print Name

PRESIDENT  
Title

\_\_\_\_\_  
Title

MARCH 29, 2021  
Date

\_\_\_\_\_  
Date









# CONTRACT REVIEW - GOODWILL MOU - 21-22

Final Audit Report

2021-04-30

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