

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 2023-2024 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
701 E. Main Street
Broken Arrow, OK 74012
alodes@baschools.org

Goodwill and BAPS agree that selected BAPS students will receive Transition Services. Goodwill offers and this MOU includes the traditional Work Adjustment Program for the benefit of students with disabilities and students with Autism Spectrum Disorder (ASD).

MOU Period: The MOU is effective date of execution through June 30, 2024.

Students Eligible to Participate:

- With documented disabilities (includes individualized education plan (IEP), 504 Plan, or other documents) who:
 - Have been determined eligible for DRS services; or
 - Are on a trial work plan as determined by the DRS counselor;
 - With an approved DRS case;
 - With an individualized plan for employment (IPE) in place;
 - With WAT as a line of service on the IPE;
- Who have been provided written authorization by DRS as to their start date; 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.
- Students will transition into employment, (e.g., School WorkStudy, Supported Employment, and Employment and Retention) or other 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; and
- Physical capacities and psychomotor skills;
- 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 Technological Services

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.
- Camera used for capturing role modeling on film to replay either on the SMART Board, iPad devices.
- iPad devices available in the classroom for each student with social applications to regulate and modify his/her behavior, bridge the 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 Monday through Friday from 8:00 a.m. to 11:00 am or 12:00 pm. to 3:00 p.m. at 2210 W Washington Street S, Broken Arrow, Oklahoma. Students are not expected to attend on days in which school is not in session. Any day on which Goodwill is scheduled to be closed will be communicated in advance.

Broken Arrow Public Schools Responsibilities:

Referrals of Eligible Students

- BAPS and DRS will work together to provide eligible student referrals to Goodwill's Transition Work Adjustment 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 Transition staff of any pertinent changes in the IEP.
- Include Goodwill Transition 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

The relationship of the parties as outlined 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 BAPS. Likewise, neither BAPS 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.


Signature

11/15/23

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