**Boone County Schools\_ Project SEARCH**

**Skills Training Services Agreement between**
**Boone County Schools and**
**Easter Seals TriState, LLC**

This contract is between Easterseals TriState, LLC. a (an) non-profit corporation (the Provider) with its principal place of business at 2901 Gilbert Avenue, Cincinnati, Ohio 45206 and Boone County Schools with its principal place of business at 8330 US Highway 42, Florence KY 41042.

Whereas the Provider has specific expertise in job coaching, job placement services and educational job readiness courses for students with special needs.

Whereas Boone County Schools seeks job coaching services, job placement services and educational job readiness training/courses for students with special needs.

Now therefore in consideration of the mutual promises below, the parties agree as follows:

**ENGAGEMENT AND DUTIES**

This contract is for the provision of Job Development and Coaching Services by Easter Seals TriState, LLC to students in the Boone County Schools Project SEARCH programs administered by at Cengage Learning This contract is effective for the 2019-2020 school year. Boone County Schools and Easter Seals TriState, LLC agree to the following:

1. The Boone County Schools Project SEARCH, a non-paid work experience program for students with developmental disabilities, will operate in accordance with the attached Program Description.
2. Boone County Schools manages and operates their Project SEARCH program in cooperation with Cengage Learning the providers of work sites.
3. Transportation of students in the Boone County Schools Project SEARCH program to and from the work site at Cengage Learning is the responsibility of the referring school districts.
4. Boone County Schools shall employ a Special Education Instructor/Coordinator who provides on-site coordination of the Boone County Schools Project SEARCH program, including on-site services of the Skills Trainers.
5. Employment Services at Easter Seals TriState, LLC will provide Skills Training Services for the Boone County Schools Project SEARCH program as described in the attached Scope of Services.
6. Employment Services at Easter Seals TriState, LLC will provide Skills Trainers on a maximum of 4 students to 1 staff ratio. One of the Skills Trainers will act as the Lead Skills Trainer.
7. The Skills Trainers will provide individualized, on and off site support for training and assessment in the Project SEARCH work experience rotations at Cengage Learning.
8. The expenditure and funding budget for Skills Training Services provided by Easter Seals TriState, LLC to the Boone County Schools Project SEARCH program is agreed to as attached.
9. Funding support for the Skills Training services shall be dependent on Opportunities for Ohioan’s with Disabilities, Bureau of Vocational Rehabilitation fees for services and grants.
10. Easter Seals TriState, LLC shall maintain CARF accreditation for the Skills Training services and fulfill any other relevant the requirements of the Opportunities for Ohioans with Disabilities agency to qualify for their fees for services.
11. Easter Seals TriState, LLC shall assist in the development of grant proposals for funding to support the Skills Training services of the Boone County Schools Project SEARCH program.
12. Easter Seals TriState, LLC will provide documentation of Boone County Schools Project SEARCH Skills Training services rendered and funding received to Boone County Schools on a monthly basis according to the format required by Boone County Schools.
13. Boone County Schools will pay Easter Seals TriState, LLC for Skills Training Services rendered at the end of each internship rotation in accordance with the Boone County Schools Project SEARCH Skills Training expenditure and funding budget less funds directly paid to Easter Seals TriState, LLC through fees for service or grant sources.
14. Easter Seals TriState, LLC will provide proof of insurance upon request.
15. Boone County Schools will provide access to documents and student records as needed by Easter Seals TriState, LLC to perform the Skills Training Services.
16. The performance of Easter Seals TriState, LLC under the terms of this contract is contingent upon staff availability.

**NON-DISCRIMINATION**

1. During the performance of this agreement, neither Easter Seals TriState, LLC nor Boone County Schools will not discriminate against any other employee, applicant for employment or student on the basis of age, race, color, sex, national origin, religion, disability or in any manner prohibited by law.

**RELATIONSHIP OF PARTIES**

1. Each party is an independent contractor and not as an agent, partner or joint venture with the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligations, expressed or implied, on behalf of the other.

**CONFIDENTIALITY**

1. The parties to this contract acknowledge that any information it or its employees or agents obtain regarding its students, products, services or any other aspect of its business (specifically including information about clients) is confidential, and shall not be revealed or discussed with any person, company or entity without express written consent.

**MUTUAL INDEMNIFICATION**

1. Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors, sub-licensees and agents (and, in case of such licensors, their trustees, faculty, medical and professional staff and students) (collectively, “Representatives”) harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys’ fees and costs of litigation (collectively, “Damages”) arising out of or resulting from any claim, suit, proceeding or cause of action (each, a “Claim”) brought by a Third Party against a Party or its Representatives based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents.

**GOVERNING LAW**

1. This Agreement shall be governed in accordance with the laws of the State of Ohio.

**TERMINATION/DEFAULT**

1. Conditions for default may include non-payment, failure to perform duties of the contract, and violations of state and/or federal law. In the event either party shall be in material default of its obligations under this contract, the party not in default shall have the right to terminate this contract if the defaulting party fails to cure such default within fifteen (15) days of receiving written notice of the default. Either party may terminate this contract without cause upon thirty (30) days prior written notice to the other party. Cincinnati Public Schools will have the ability to cancel this contract with thirty (30) days written notice upon non-appropriation of funds without penalties incurred.

**FORCE MAJEURE**

1. Neither party shall be responsible for delay or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes or other natural disasters.

**ENTIRE AGREEMENT**

1. The parties have read this contract and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, verbal or written, and all other communications between them relating to the subject matter. No representations or statements of any kind made by either party, which are not expressly stated in this contract, shall be binding on the party. No provision in either party’s purchase orders or in any other business forms used by either party will supersede the terms and conditions of this contract, and not supplement, modification or amendment of this contract shall be binding, unless executed in writing by an authorized representative of each party to this contract.
2. All notices under this contract shall be in writing, sent by first class mail, postage prepaid to the address stated above or such other address as either party may designate by prior written notice to the other.
3. If the OVR/BVR fees are significantly different, either party reserves the right to revisit the contract for reassessment of services delivered, with no penalty, to work toward a mutually satisfactory contract.

**SEVERABILITY**

1. Should any provision of this contract or application thereof be held invalid or unenforceable, the remainder of the provisions of this contract shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Name: **Boone County Schools** Name: **Easter Seals TriState, LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROGRAM DESCRIPTIONS**

Boone County Schools **Project SEARCH** is a combined education and work experience program for students with developmental disabilities, who have completed their high school academic requirements, but who have not yet officially graduated. This one-year program prepares these students for competitive employment in the community. Students must be eligible to receive services from the Opportunities for Ohioan’s with Disabilities, Bureau of Vocational Rehabilitation.

Boone County SchoolsProject SEARCHis modeled afterProject SEARCH, a nationally recognized program originally developed by the Great Oaks Vocational School District and Children’s Hospital in Cincinnati, Ohio. The Boone County Schools Project SEARCH Program begun in 2006 is currently located at the sites, Cengage Learning Each site may have up to 12 student “interns.”

The students work on employability and independent living skills in the classroom for the first hour and last half hour of the day. The bulk of the day is spent in a job training work assignment for which they applied, interviewed and were selected. These work assignments are unpaid and rotate three times during the program year. Students receive Skills Training services in these work assignments with fading supports during the course of each rotation.

The goal of the Project SEARCH program is for each student intern to be placed in a competitive job no later than six months after the end of the Project SEARCH program year. Job development and placement services may begin during the third job rotation of the Project SEARCH program year, once the team has agreed to begin job development.

Students may apply to be “permanently” employed in an open position with the work site during the course of the school year. Students not employed or who do not anticipate being employed by the work site business by the end of the Project SEARCH program year, will be actively assisted in finding employment with other businesses in their community.

**ATTACHMENT A**

**SCOPE OF SERVICES**

**Skills Training Services Description**

Skills Trainers are responsible for training and problem-solving issues related to the student and meeting the employer’s/work based learning liaisons expectations. Key elements of Skills Training involve linking the student with on-site supports so that eventually, the coach is able to fade off the work assignment and enable the student to work independently on the job.

The Provider Agency responsibilities in Project SEARCH include:

* Providing Skills Trainers (on a maximum of 4 students to 1 staff ratio, one of which will act as the Lead Skills Trainer).
* Including the input of the Project SEARCH Instructor/Coordinators in the selection, assignment, and evaluation of the performance of Skills Trainers.
* Assisting in the development of the Project SEARCH work experience rotations at Cengage Learning with Project SEARCH Instructor/Coordinators.
* Assisting in the development of grant applications and/or other fund raising to support the Skills Training services of the Boone County Schools Project SEARCH program.
* Fulfilling the requirements of the Opportunities for Ohioan’s with Disabilities guidelines regarding their fees for services.
* Maintaining State of Ohio DD certification or acquire by initiation of contract.
* Participating in relevant Project SEARCH team and individual student intern review meetings.
* Providing appropriate pre-service and on-going training for Skills Trainers and assure their participation in required training by the Project SEARCH business sites and the Project SEARCH program.
* Maintaining regular, appropriate communication lines with the Project SEARCH Instructor/Coordinators and the Boone County Schoolsadministration.
* Assuring familiarity of other relevant Provider Agency staff with the Project SEARCH program.

Boone County Schools will pay the selected Provider Agency for Skills Training Services rendered at the end of each internship rotation in accordance with the approved **Boone County Schools** Project SEARCH Skills Training expenditure and funding budget less funds directly paid to the Provider Agency through Opportunities for Ohioan’s with Disabilities (OVR) fees for service or grant sources. This expenditure is not to exceed **$(20,000)** if Easter Seals expenses are not covered by OVR reimbursements.

While the school districts with students enrolled in Project SEARCH are responsible for their transportation to and from the business sites, the Provider agency may be approached to provide that service through Skills Trainers. These arrangements and service billings are to be worked out between any district and the Provider Agency.

**Job Development and Placement Services Description**

Job Development and Placement services include all activities related to a search for a job in the community, placement, and identification of training needs. Job Placement services are a required component of the Project SEARCH program.

Activities include, but are not limited to:

* Working with Project SEARCH team to identify job opportunities that match interests and abilities of the Project SEARCH interns.
* Working with Project SEARCH team to identify job accommodations and support needs.
* Identifying and following up on job leads.
* Marketing the individuals to prospective employers.
* Identifying and arranging on-the-job training needs.
* Participating in monthly job placement meetings with Project SEARCH team.
* Maintaining weekly interactions with Project SEARCH interns during the Job Development and Placement Phase of the program.