



**MEMORANDUM OF AGREEMENT**

**19-05**

**BETWEEN**

**THE ABLE TRUST AND**

**FLAGLER COUNTY EDUCATION FOUNDATION**

This MEMORANDUM OF AGREEMENT (“Agreement”), by and between The Able Trust (“Foundation”) and Flagler County Education Foundation (“Organization”) takes effect on July 1<sup>st</sup>, 2018.

IT IS THEREFORE agreed between The Able Trust and Flagler County Education Foundation:

**I. Purpose:**

To fund the High School High Tech (HSHT) program in **Flagler** County, in the amount of Twenty-Two Thousand Dollars (\$22,000.00.) Funds disbursed are contingent upon the continuing availability of legislative funding.

**II. Scope of Work**

A. Florida HSHT is designed to encourage students to pursue careers in the technical fields of science, technology, engineering and mathematics (STEM), but does not exclude other professional careers or artistic experience. The overall goals of Florida HSHT include:

1. Improving participation in education and vocational-related activities leading to increased employment opportunities for students with disabilities;
2. Increasing enrollment in postsecondary education/training,
3. Increasing the graduation rate of students with disabilities, and
4. Providing meaningful career preparation and work-based experiences for students with disabilities.

**A general description of the HSHT program includes:**

- Motivating students with all types of disabilities, ages 14-22 to graduate from high school and pursue their interests and potential in STEM-related careers
- Encouraging students interested in technology-related careers to aim for post-secondary education, degrees, and certificates in their chosen field
- Providing students with appropriate postsecondary (college/vocational and career planning) information and guidance based on current labor market information
- Enhancing life skills and opportunities for socialization
- Collaborating with business and industry to ensure students are acquiring competitive skills that are aligned with industry standards.

B. The Guideposts for Success:

The Guideposts for Success were developed in 2000 by the National Collaborative on Workforce and Disability for Youth and adapted and expanded by The Able Trust as the program structure for Florida HSHT. It is required that each local site incorporates activities that address all 6 Guideposts including:

Guidepost 1: School- Based Preparatory Experiences: This includes the activities and services undertaken by the youth while at the program site or collaborating education site such as a postsecondary education facility. The term “preparatory” is used to indicate the “getting ready” nature of the activities for the world of work experiences. Activities may include career assessments, interest inventories, independent living goals etc. It is presumed the preparatory experiences are conducted in a friendly and safe environment where youth feel accepted and nurtured by staff.

Guidepost 2: Career Preparation and Work-Based Learning Experiences: This includes activities that sequentially build work skills through on-the-job experiences including a structured internship (age and stage appropriate for student). Activities may include site visits and skill development workshops. In all cases the lessons learned during the work-based experiences should be reviewed back “home” in-program to ensure that youth are connecting what they are learning in school and in the program to what they are learning from the on-the-job experience.

Guidepost 3: Youth Development and Leadership: Every student should be exposed to personal leadership skills such as self-advocacy and self-determination as well as activities that build self-esteem, interpersonal skills, and teaming. Peer-centered activities promoting responsibility and other positive social behaviors are encouraged. Each student should have the opportunity to participate in a structured relationship with an adult such as informal/formal and individual/group mentoring. Based on a students’ interest, students should also be encouraged to take advantage of elite leadership opportunities such as the Youth Leadership Forum and student representation on Workforce Innovation and Opportunity Act (WIOA) Youth Councils and other advisory groups. Activities may occur during school or non-school hours as appropriate.

Guidepost 4: Connecting Activities: HSHT programs cannot be stand-alone efforts. It is necessary to connect with other institutions (e.g., sponsoring schools, postsecondary institutions, local workforce development organization, the services of the sponsoring organization and others) in order to provide the necessary support services for the student and to enrich the content of the program. The services listed are a mix of direct support and information about future needs such as independent living options. The arrangements will vary depending upon the needs of the student in the program.

Guidepost 5: Family Involvement & Supports: Family involvement is about promoting collaborative alliances with parents and families that will increase family participation in promoting the social, emotional, physical, academic, and occupational growth of youth, leading to improved post high school outcomes. Because of the diversity of family experiences and living situations in our current world, many youth require services and systems that recognize an expanded definition of “family”, which includes grandparents, relative caregivers, other relatives, non-relatives, and caring adults all of which takes into consideration unique cultural issues and practices. These systems need to promote a supportive network of family members, peers, mentors, and/or significant adults to be included in all aspects of life planning for the young person.

Guidepost 6: Communication Skills

The ability to communicate both verbally and in writing with a wide variety of people, maintain good eye contact, write clearly and succinctly, demonstrate a varied vocabulary, and tailor language according to the audience are all essential skills that employers seek out. Good verbal and written communication means getting the message across with less chance of misunderstanding. The desired outcome or goal of any communication process is to understand or to be understood. The development of communication skills should be incorporated into all Guidepost/HSHT activities.

C. DOE/Division of Vocational Rehabilitation Connection

Each potential HSHT student shall obtain an enrollment package which contains at a minimum the following materials or their updates:

- The DOE/DVR, *A Guide for School to Work Transition Service* information pamphlet;
- An overview of The Able Trust/*DVR Florida High School High Tech Program goals and services*; and
- Contact information for the DOE/DVR unit office in the student's respective area.

The HSHT Local Site Coordinator[s] will follow up regarding the student's interest and contact with DOE/DVR.

D. Florida HSHT Annual Training

The Program Coordinator must participate in the Florida HSHT Annual Training which will be held in September, 2018. During the training, programmatic and financial reporting requirements will be distributed and basic standards for program activities will be reviewed. In addition, Program Coordinators will learn about innovative statewide and national transition resources, The Able Trust youth programs and will share best practices, achievements and lessons learned. It is the responsibility of the Organization to designate travel funds for the Annual Training in its local budget.

III. Deliverables:

A. Program Operations

1. Recruitment and orientation of a minimum of fifteen (15) students to participate in the HSHT program. This enrollment goal should be reached by October 31, 2018 to assure adequate opportunity for the students to gain from the HSHT experience.
2. A release of information from each student used for educational or promotional purposes of The Able Trust programs.
3. Distribution of the Able Trust Welcome Packet to all enrolled students.
4. An annual student recognition event. This event may be a Kickoff Event, End of the Year Celebration, Summer Internship Recognition or a combination event (i.e. Disability Employment Awareness Month Activities). The local Program Coordinator will provide written notification and details of the event to Foundation executive management at least **30 days** prior to the event.
5. Reports of any changes in HSHT staff and top executive of the organization to Foundation executive management **within two business days** of occurrence.

6. An active Business Advisory Council (BAC) that includes a minimum of 50% membership from the private business community. The BAC will meet at least two times within the contract. The meetings, memberships and activities must be described in the required quarterly progress report.
7. The opportunity for each active, enrolled student to participate in HSHT activities (i.e. workshops, group activities, site visits) or other events an **average** of two times per month for the contract year.
8. Career activities which meet HSHT Career Experience Guidelines for a minimum of 50% of active, enrolled students on an annual basis.
9. Graduation of 80% of all active, enrolled seniors.
10. Assistance, as requested by the Foundation, with exit interviews of HSHT graduating seniors.
11. Program sustainability through the pursuit of additional resources. Sustainability efforts will be reported in each quarterly report.
12. Appropriate use of logos (The Able Trust, Vocational Rehabilitation, and Florida HSHT) on all promotional and educational materials, updated as needed and consistent with guidelines provided by the Foundation.
13. Actively assisting Foundation in the distribution of communication materials from Foundation to students during the program year.

## B. Reporting

The Organization must submit to the Foundation:

1. HSHT Enrollment forms for every student and alumni enrolled in the HSHT program submitted quarterly by October 10, 2018, January 10, 2019, April 10, 2019 and July 10, 2019.
2. Quarterly program reports to document comprehensive program services each quarter and quarterly finance reports, both due by October 10, 2018, January 10, 2019, April 10, 2019 and July 10, 2019. Annual data at the end of the contract year including, but not limited to, outcome data of graduated seniors, number of students in the program, number of students obtaining an employment, number of students graduating from high school and/or advancing to the next grade level, number of students offered acceptance into college /vocational technical centers, number of students referred for Vocational Rehabilitation Services. End-of year updated contact list of all HSHT participants which includes name, address, email address, cell phone, and family contacts.
3. Supplemental materials with all quarterly, fiscal, and programmatic reports such as copies of receipts, invoices, salary paid, photographs and other listed materials.

## C. Budget

1. The Organization must submit a budget for program expenses that totals at least \$22,000.
2. Florida DVR funds must be expended by June 30, 2019. All funds from the Foundation portion must be expended by July 31, 2019.
3. Include the **total cost** of the HSHT Program associated with any additional Organization funds.
4. Name and contact information for person responsible for submitting the **fiscal report**:

Name: Dr. Kimberli L. Halliday \_\_\_\_\_

Job title: FCS Transition Coordinator \_\_\_\_\_

Telephone #: (386) 446-6742 extension: 1141 \_\_\_\_\_

Email: [hallidayk@flaglerschools.com](mailto:hallidayk@flaglerschools.com) \_\_\_\_\_

Supervisor Name: Dr. Timothy King \_\_\_\_\_

Supervisor Telephone#: (386) 586-2395 extension: 3126 \_\_\_\_\_

Supervisor Email: [kingti@flaglerschools.com](mailto:kingti@flaglerschools.com) \_\_\_\_\_

**Financial Consequences:** Non-performance of the above deliverables will result in the following financial consequences:

1. \$250 for each report and requirement not met timely;
2. \$500 for non-attendance at the required annual program coordinators training;
3. Possible ineligibility for renewal consideration.

**IV. Terms:**

- A. This Agreement shall become effective upon budget approval and signing by both parties. The agreement will continue to be in effect for the FY unless terminated by either party upon sixty (60) days written notice to the other party at the stated address below. Further modifications, changes or amendments to this Agreement may be made by the Foundation and presented in writing and signed by the parties hereto.
- B. Compliance - The Foundation may perform on-site inspections of the project anytime during regular business hours or scheduled functions. The on-site visit may be completed by a board or staff member of the Foundation or any representative designated by the Foundation. The Foundation may conduct an audit of the project at any time during or after the completion of the project described in this Contract. Such audit shall include, but is not limited to financial records relating to the project funded and time/work completed on the project. Audits may include interviews with recipients of services.
- C. In the event of a breach of any promise, representation, warranty or agreement made by Organization under this Contract, or in the event that the Foundation believes that the Organization has not attempted to or cannot or will not complete the project described in its Grant Application, the Foundation shall be released from any and all obligation to provide the Funds or any undelivered portion thereof to the Organization. Upon any such occurrence, the Foundation shall be entitled to the immediate delivery of any unused funds by the Organization, as well as to the delivery of any personal property purchased with the funds by the Organization, and shall be entitled to pursue any other legal remedy available to it, resulting from the Organization's breach of this Contract.
- D. If any provision of this Agreement is amended by the parties, or held to be void or unenforceable in a court of competent jurisdiction, all other provisions shall remain in full force and effect.

**V. Other Contract Conditions**

- A. The Organization acknowledges that the Organization is not an agent or employee of the Foundation. The Organization agrees to indemnify and hold harmless the Foundation, its Board members and employees from any and all cost, loss, damage or expense (including reasonable attorney's fees) which may occur by virtue of the Organization's implementation of the proposed project to the extent authorized by law and without waving any rights under the State of Florida Sovereign Immunity Statute, Chapter 768 F.S.
- B. The Organization will acknowledge existing Foundation grants and/or those that will operate concurrently to this grant prior to the execution of this Contract.

**VI. Contract Service Dates: The awarded contract will be from July 1, 2018 thru June 30, 2019**

**VII. Payments**

**General Contract Payments**

Three payments will be made. The first payment is scheduled for August 15, 2018 in the amount of \$11,000 and is dependent on a returned signed MOA by August 1, 2018 with completed items A thru H below.

The second payment is scheduled for February, 2019 in the amount of \$10,000 and is contingent upon utilization of the first payment, demonstrated with complete and timely fiscal reports, sufficient enrollment of students and completion of program activities for the first half of the program year.

The third payment in the amount of \$1,000 will be paid within 30 days of receipt of the final reports due on July 10, 2019.

All payments are made subject to continuation of State of Florida funding.

The Foundation shall not be required to deliver any of the funds to the Organization until the Organization has complied with each of the following requirement or conditions:

- A. Submission of a signed contract.
- B. Provision of a budget reflecting the use of awarded funds for the travel, food, lodging and other needs for implementing the HSHT Program according to the Guideposts of Success of the program. The submitted budget is subject to review and approval by the Foundation.
- C. Provision of the **total cost** of the HSHT Program associated with additional Organization funds for the Foundation's internal purposes.
- D. Provision of the resumes of the individuals delivering the HSHT Program to youth with disabilities and verification of employment eligibility of those individuals (USCIS Form I-9).
- E. Provision of a copy of the most recently filed audit or completed Internal Revenue Service form 990.
- F. Provision of an outline of proposed activities for the program year which includes two or more activities for each of the Five Guideposts and expected results.
- G. Provision of a list of the Business Advisory Council membership, tentative meeting dates, and projected goals of the BAC for the program year.
- H. Provision of a description for how additional funds and resources will be developed and/or maintained to ensure program sustainability.

**VIII. Insurance**

During the Agreement, including any renewals and extension, the Organization shall maintain at its expense, insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Evidence of such insurance shall be provided to the Foundation in writing from the covering insurance company, within 30 days of the effective date of the Agreement.

The following types of insurance are required:

- A. Commercial General Liability Insurance
- B. Workers' Compensation
- C. Employer's Liability (100,000/100,000/500,000 as minimum limits) or other coverage limits if established by Florida statutes.

**IX. Project Management:**

The Foundation and the Organization designate their respective representatives, identified below for coordination, communication, and management of the Project.

**Foundation:**

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**Foundation:**

Program Support and Reporting including but not limited to: Enrollment Forms, Monthly Narratives, Quarterly Reports and Annual Data

Allison Chase      The Able Trust 3320 Thomasville Rd. Suite 200, Tallahassee, FL 32308  
 VP, Youth Programs      Phone: 850-224-4493      allison@abletrust.org

Fiscal Reporting

Guenevere Crum      The Able Trust 3320 Thomasville Rd. Suite 200, Tallahassee, FL 32308  
 Senior VP      Phone: 850-224-4493      guenevere@abletrust.org

**CONTACT INFORMATION FOR ORGANIZATION:**

Name: Kimberly Holliday      Position: Project Coordinator  
 Address: 1169 E Moody Blvd Bldg 2 Burnell, FL 32110  
 Telephone: (386) 446-6742      extension: 1141  
 Email: hollidayk@dogter-schools.com

Name: Joe Rizzo      Position: Chief Executive  
 Address: 1169 E Moody Blvd. Bldg 2 Burnell, FL 32110  
 Telephone: 386-446-6742      extension: 335  
 Email: jrizzo@dogter-schools.com

X. This Agreement is non-transferable by Organization unless agreed in writing by Foundation.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the dates set forth below.

**The Able Trust**

By: \_\_\_\_\_  
Susanne F. Homant, President & CEO

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

**Organization**

By: [Signature]  
Title: Executive Director

Date: 7/2/18

HSH/General Rev. 4/24/2018

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 Address: 1769 E Moody Blvd Bldg 2 Bunnell, FL 32110  
 Telephone: (386) 446-6742 extension: 1141  
 Email: hollidayk@flagler-schools.com

Name: Joe Rizzo Position: Chief Executive  
 Address: 1769 E Moody Blvd. Bldg 2 Bunnell, FL 32110  
 Telephone: 386-437-7526 extension: 325  
 Email: ri320j@flaglerschools.com

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IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the dates set forth below.

**The Able Trust**

By: Susanne F. Homant  
 Susanne F. Homant, President & CEO

Date: 7/19/18

**Organization**

By: Joseph Rizzo  
 Title: Executive Director

Date: 7/2/18



2018-19 HSHT			dates: 10/10, 1/10, 4/10, 7/10
	<b>Budget Item</b>	<b>Funding The Able Trust</b>	<b>Funding Vocational Rehab</b>
	Administrative (Ed Foundation)	\$0.00	\$2,200.00
	Salary Stipend	\$0.00	\$10,000.00
	Annual Required HS/HT Training	\$1,814.00	\$0.00
	Staff Travel/Training (other)	\$0.00	\$0.00
	Youth Development/Leadership Recognition Event	\$3,000.00	\$0.00
	Field trips/industry, campus, community visits	\$3,000.00	
	BAC Refreshments (min 2x)	\$200.00	\$0.00
	Career Training/internship stipends	\$1,200.00	\$0.00
	HS/HT Supplies		\$586.00