

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Memorandum of Understanding between Goodwill Industries of El Paso, Inc and Canutillo ISD Special Education Department for Student Education and Training, pursuant to CH (Local)

Justification Statement: The purpose of this agreement is to create and maintain a High School-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities

Purpose of Agenda Item:

☐ Information ☒ Discussion ☒ Action

Item Type:

☐ Curriculum & Instruction ☐ Human Resources ☐ Business Services

Staff Responsible:

Melissa Mena, Jesica Arellano and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

4/17/25

Agenda Summary:

The purpose of this agreement is to create and maintain a high school-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities. Canutillo Independent School District and Goodwill Industries of El Paso, Inc. will promote and assist students accepted into the program with the acquisition of jobs as they complete their student internships with Goodwill Industries of El Paso, Inc. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's training program. Participants in the Goodwill Industries program include students in the age range of 16-21 who have disabilities and are enrolled in the Special Education Transition to supported work program, training and have post-secondary goals. Funding is provided by the Employee Development Services through grant funds distributed to Goodwill Industries of El Paso, Inc. In order for the district to benefit from the program at no cost it was necessary to secure the District's commitment to program participation signature immediately in order to secure the necessary funding for the District program and prior to the scheduled Board Meeting. This commitment was provided in the manner in accordance to CH (Local) and as appropriate by delegated authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and Goodwill Industries of El Paso, Inc as presented

PRIOR BOARD ACTION: None

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

Memorandum of Understanding

REQUESTING DEPARTMENT:

Special Education Department

CONSEQUENCES OF NON-APPROVAL:

Students will not be able to participate in this training program funded by Goodwill Industries of El Paso, Inc.

IMPLEMENTATION TIMELINE:

As soon as formally approved by the Board of Trustees

ATTACHMENT(S):

MOU



Canutillo Independent School District
AND
GOODWILL INDUSTRIES OF EL PASO

MEMORANDUM OF UNDERSTANDING (MOU)
2025-2026 School Year

This is an agreement between Canutillo Independent School District Special Education Department and GOODWILL Industries of El Paso, Inc., a nonprofit agency and employer. A collaboration/partnership with GOODWILL Industries will help to provide students with disabilities with an education and training that emphasizes effective transition services to promote successful post-school employment and education. Training will be designed to meet the unique needs of students with disabilities to prepare them for further education, employment, and independent living as well as continued focus on life skills, self-knowledge, and work ethic.

PURPOSE

The purpose of this agreement is to create and maintain a high school-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities. Canutillo Independent School District and Goodwill Industries of El Paso, Inc. will promote and assist students accepted into the program with the acquisition of jobs as they complete their student internships with Goodwill Industries of El Paso, Inc. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's training program.

PARTICIPANTS

Participants in the Goodwill Industries program include students in the age range of 16-21 who have disabilities and are enrolled in the Special Education Transition to supported work program, training and have post-secondary goals.

RESPONSIBILITIES OF GOODWILL

- Goodwill will take the lead role in retail training of students Canutillo Independent School District at the Goodwill job site.
- Director of Mission Services/Goodwill Industries Instructors will determine if a student meets the entry criteria after attending the New Student Observation.
- Goodwill will provide job site project supervisor (instructor) and provide Canutillo ISD with attendance records and progress reports related to student training at the Canutillo High School job site.
- Goodwill will provide contents of store to include necessary fixtures in line with their other retail locations, goods for sale, cash register, and signage.
- Goodwill will provide access to hiring opportunities if a student trainee is appropriate for an internal job opening.

- Goodwill will provide the program with ongoing feedback to evaluate program progress and continuously work toward improvement.
- Goodwill will require all staff participating in this program who have direct contact with Canutillo ISD students to have completed an appropriate independent criminal background check.
- Goodwill will, upon request of the District, provide proof of workers' compensation and general liability insurance (with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate) for all work performed by Goodwill under this agreement.

RESPONSIBILITIES OF THE DISTRICT

District will provide site for the setup of a high school-based Goodwill retail store. (White boards/chalk boards, chairs, locked cabinet for business and student files, basic classroom supplies, internet connectivity, and telephone) and install accessibility ramp.

- District will provide the Goodwill employees and customers designated parking spaces, in addition to parking permits and I.D.'s, if necessary.
- District will act as the liaison between Canutillo ISD, Goodwill, and student trainees assigned to Canutillo High School job site, and their families.
- District will provide onsite access to a special education transition instructor and job coach to ensure the success of the CISD/Goodwill Partnership Program, in addition to helping monitor student progress and coordinating the day-to-day operations of the school-based Goodwill retail store.
- District will participate in meetings with Goodwill Industries of El Paso, Inc. to discuss, evaluate and improve student and program outcomes.
- District will develop program entry criteria and guidelines and identify, recruit, and select student program participants.
- The district will promote Districts/Goodwill Partnership and program within the district and community.
- If an investigation is to be conducted on premises of the Employee Development Service Program, Director and President/ CEO of Goodwill Industries of El Paso need to be involved in the entirety of the investigation.
- The District will only have donation bins provided by Goodwill Industries of El Paso, Inc. on all school properties that will be utilized for EDS training.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.
- Goodwill employees shall not, at any time, be considered employees of the District. The District shall have no obligation to provide insurance or benefits of any kind to Goodwill employees.

GENERAL TERMS AND CONDITIONS

- Either party may terminate this MOU upon 90-days of written notice to the other party, with or without cause.
- If the school district decides to relocate the Employee Development Service (EDS) program, it is the district's responsibility to notify the Director of Mission Services at least 90 days advanced notice of the required move-out date. Additionally, the district

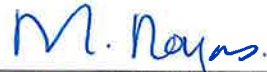
is responsible for assisting with the relocation of all program materials and equipment to the new site. Coordination with the Director of Mission Services is required to determine the moving schedule and the destination of all items.

- The term of this MOU shall commence upon execution by the parties and shall remain in effect for the 2025-2026 school year and shall automatically be extended on a year-to-year-basis.
- No guarantees of acceptance or continuation in the program are given, intended, or implied. Such agreements must be documented.
- Days and hours will be agreed upon by Goodwill Industries and the Transition Coordinator and will not exceed the normal academic schedule.
- All students participating in the Training Program will be considered in a classroom vocational/transition program and therefore will not be employees. No Remuneration is requested. Parents and students have signed a document stating they are aware of the training nature of this activity.
- The students participating in the program will not be considered employees or agents of Goodwill or Canutillo Independent School District for any purpose. The sole purpose of this program is to provide educational opportunities as part of the District's curriculum and instruction for students participating in the program.
- Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.
- It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by Canutillo ISD of its governmental immunity or of its state governmental immunity.
- To the extent Goodwill receives, generates, or maintains educational records related to the participating student, Goodwill agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the District, and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Canutillo ISD hereby designates Goodwill employees assigned under this Agreement as a District official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to Canutillo ISD's records is required by Goodwill to carry out the program.

We have read the MOU and are in full agreement with the above articles and statements. By signing below, each party certifies that it is authorized to obligate its organization to The conditions of this MOU.




Special Education Director Signature



Director of Mission Services Signature



GIEP President/ CEO Signature



Superintendent Signature



Date