

MEMORANDUM OF UNDERSTANDING

Between

Goodwill Industries of South Mississippi, Inc.

and

Jackson County School District

I. Parties and Contract Identification

This Memorandum of Understanding ("MOU" or "Contract") is made and entered into by and between Goodwill Industries of South Mississippi, Inc., a Mississippi nonprofit corporation with its principal office at 1955 Pass Road, Biloxi, Mississippi 39531 ("Goodwill" or "Provider"), and Jackson County School District, with its administrative office at 4700 Colonel Vickrey Road, Vancleave, Mississippi 39565, Phone (228) 283-3000 ("JCSD" or "District").

II. Purpose

The purpose of this MOU is to define the working relationship between Goodwill and JCSD, clarify the collaborative roles and responsibilities of the parties, and establish the framework for providing workforce development and Pre-Employment Transition Services (Pre-ETS) to eligible students in coordination with the Mississippi Department of Rehabilitation Services (MDRS), as applicable.

III. Statement of Work / Scope of Services

A. Services to be Provided. Goodwill shall provide Pre-Employment Transition Services (Pre-ETS), as authorized and applicable to eligible students, in the following categories:

1. Job Exploration Counseling
2. Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education
3. Workplace Readiness Training
4. Instruction in Self-Advocacy
5. Work-Based Learning Experiences

Goodwill may also provide additional career exploration opportunities through Job Extravaganzas, employer engagement, career speakers, Goodwill store visits, and similar activities when available and mutually agreed upon.

B. Goodwill Responsibilities and Deliverables.

- Coordinate with JCSD staff and MDRS counselors, as applicable, to identify participating students, authorized services, schedules, and appropriate service locations.
- Provide services on JCSD campuses, at Goodwill locations, at approved community work sites, or through other mutually agreed settings appropriate to the service being delivered.
- Maintain documentation of services rendered, including applicable service dates, service type, duration or hours, attendance, and student progress toward Pre-ETS goals, consistent with MDRS authorization and documentation requirements.
- Provide qualified personnel and ensure assigned personnel complete applicable background screening, orientation, training, or other requirements for their duties and access to JCSD students or facilities.
- Communicate with designated JCSD staff regarding scheduling, student participation, service needs, and material program concerns.
- Provide requested documentation reasonably necessary for JCSD contract monitoring, audit, or compliance review, subject to applicable confidentiality requirements.

C. Frequency and Timeline of Services. Services shall be delivered on an ongoing basis throughout the school year according to student need, applicable MDRS authorization, and the schedule mutually established by JCSD, Goodwill, and MDRS. When a student's approved service plan calls for recurring instruction, the anticipated schedule may generally include approximately 1.5 hours per week, subject to authorization, school schedules, student availability, and the specific Pre-ETS service being delivered. Actual services provided shall be documented in attendance and/or individual service records.

D. JCSD Responsibilities.

- Identify and coordinate access to students who may benefit from services and, when applicable, work with MDRS to confirm eligibility and authorization.
- Provide reasonable access to appropriate instructional space, school personnel, and scheduling information needed for approved on-campus services.
- Provide appropriate school-based support and supervision consistent with district policies and student needs.
- Coordinate with Goodwill regarding student schedules, school closures, testing dates, transportation considerations, and other factors affecting service delivery.
- Provide follow-up support to participating students during and after program activities, as appropriate, and cooperate with Goodwill in tracking program outcomes when applicable.
- Notify Goodwill of district policies, safety requirements, visitor procedures, or other requirements applicable to Goodwill personnel while on JCSD property.

E. Performance Expectations and Measurable Deliverables.

- Services will be delivered only as mutually scheduled and, when required, supported by an applicable MDRS authorization.
- Each service occurrence will be supported by attendance and/or service documentation identifying the date and type of service and other required program information.
- Goodwill and JCSD will periodically review scheduling and service needs and may adjust implementation by mutual agreement consistent with this MOU.
- Required reports, claims, invoices, or supporting records will reflect services actually delivered and will be maintained in accordance with applicable program, funding, and record-retention requirements.

IV. Qualifications of Provider

Goodwill represents that it has relevant experience providing workforce development, vocational, employment, and transition services. Personnel assigned under this MOU will possess the education, training, experience, and program-specific preparation appropriate to their assigned duties and will meet applicable MDRS, state, federal, and JCSD requirements. Goodwill will maintain documentation of applicable staff qualifications, training, background screening, and certifications and will provide such documentation to JCSD upon reasonable request. A professional license is required only when the specific service or assigned role requires one by law or program requirement.

V. Compensation, Funding Source, and Payment Terms

Goodwill's Pre-ETS services under this MOU are funded through MDRS authorizations or other approved third-party funding, as applicable. No fee, tuition, or charge shall be assessed to JCSD or participating students for the services described in this MOU. Goodwill shall not invoice JCSD for services funded through MDRS.

Because this is a no-cost agreement to JCSD, there is no invoicing schedule or payment term applicable to JCSD. Any future financial obligation of JCSD must be established by a written amendment signed by authorized representatives of both parties and must identify the applicable funding source, rate or fee structure, invoicing requirements, payment terms, and revised not-to-exceed amount.

VI. Contract Threshold / Not-to-Exceed Amount

The total financial obligation of JCSD under this MOU shall not exceed ZERO DOLLARS (\$0.00) during the period of performance. Funding Source for JCSD: Not applicable - no-cost agreement. Services funded by MDRS are subject to separate MDRS authorizations, approved rates, and applicable program requirements.

VII. Cost Verification and Internal Controls

Goodwill shall maintain records supporting services actually provided, including applicable attendance, service dates, service type, duration, participant information as permitted by law, and authorization documentation. For services billed to MDRS or another approved payer, invoices or claims shall be reviewed against the applicable authorization, approved rate, service documentation, and program limits.

No amount may be billed to JCSD under this MOU. Documentation shall support the allowability, reasonableness, necessity, and allocability of costs when federal or other restricted funds are involved. JCSD may retain documentation necessary to support its internal contract review and audit requirements.

VIII. Debarment and Suspension Verification

Goodwill certifies that, to the best of its knowledge and belief, neither Goodwill nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Prior to execution of this MOU and at renewal when required, JCSD may verify Goodwill's status through the System for Award Management (SAM.gov) and retain documentation of the verification in the contract file. Goodwill shall promptly notify JCSD if its eligibility status changes during the term of this MOU.

IX. Period of Performance / Contract Term

This MOU shall commence upon execution by both parties, but not before September 1, 2026 (Effective Date), and shall remain in effect through August 31, 2027, unless earlier terminated in accordance with Section X. The term is intended to align with the anticipated school-year service delivery period. Services may not be provided under this MOU outside the effective term unless extended by written amendment.

X. General Terms and Conditions

1. Assignment. Neither party may assign or otherwise transfer its obligations or duties under this MOU without the prior written consent of the other party.

2. Compliance with Laws. Both parties shall comply with all applicable federal, state, and local laws, regulations, policies, procedures, grant requirements, and program requirements affecting services under this MOU, including applicable requirements of 2 CFR Part 200 when federal funds are involved.

3. Equal Opportunity. The parties shall perform their responsibilities under this MOU in accordance with applicable nondiscrimination and equal opportunity laws and policies.

4. Confidentiality and Student Records. Both parties shall protect confidential participant and student information and comply with applicable state and federal privacy requirements, including FERPA and, when applicable to the information or services involved, HIPAA. Information shall be disclosed only as authorized by law and as necessary to carry out this MOU.

5. Funding. Performance of services dependent upon external funding or authorization is contingent upon the availability and continuation of that funding or authorization. A reduction, delay, denial, or termination of funding may result in modification, suspension, or termination of affected services. The affected party shall provide written notice to the other party.

6. Governing Law and Legal Remedies. This MOU shall be construed and governed in accordance with the laws of the State of Mississippi. Neither party shall be obligated to pay the other party's attorney's fees or costs of legal action except as otherwise required by law.

7. Modification or Amendment. Any modification, change, extension, or amendment to this MOU must be in writing and signed by authorized representatives of both parties.

8. Resolution of Disputes. Any dispute that cannot be resolved by ordinary means shall be referred to the Chief Executive Officer of Goodwill and the Superintendent of JCSD, or their designees. Unresolved disputes shall be determined by a court of competent jurisdiction in Jackson County, Mississippi, as permitted by law. Pending final resolution, the parties shall proceed diligently with performance to the extent reasonably possible.

9. Termination for Convenience. Either party may terminate this MOU without cause by providing at least thirty (30) calendar days' prior written notice to the other party specifying the effective termination date.

10. Termination for Cause. Either party may terminate this MOU for a material breach by the other party. Unless immediate termination is required by law or necessary to protect student safety, confidential information, public funds, or program integrity, the non-breaching party shall provide written notice describing the breach and allow fifteen (15) calendar days to cure. Failure to cure within that period may

result in termination. Loss of required funding or authorization, debarment or suspension, or a material safety or compliance risk may also constitute cause.

11. Effect of Termination. Termination does not relieve either party of obligations accrued before the effective termination date. The parties will cooperate in an orderly transition or closeout of affected services and records.

XI. Notice

Any formal notice required or permitted under this MOU shall be in writing and sent by United States Certified Mail, Return Receipt Requested, or another documented delivery method mutually accepted by the parties, to the addresses below. Each party shall promptly notify the other of any change of address.

Goodwill Industries of South Mississippi, Inc.	Jackson County School District
Vicki Burton, Chief Executive Officer 1955 Pass Road Biloxi, MS 39531	David Baggett, Superintendent 4700 Colonel Vickrey Road Vanceleave, MS 39565 Phone: (228) 283-3000

XII. Records, Monitoring, and Audit Access

Each party shall maintain records required by applicable law, funding requirements, and its record-retention policies. Goodwill shall make relevant non-privileged records supporting services under this MOU available to JCSD for reasonable contract monitoring and compliance review, subject to confidentiality and privacy requirements. Nothing in this section authorizes disclosure of information prohibited by law.

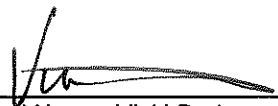
XIII. Entire Agreement

This MOU constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces prior negotiations, understandings, and agreements, written or oral, relating thereto. If a separate MDRS authorization or funding document applies to a specific service, that document governs the funding and billing requirements for that service, while this MOU governs the collaborative relationship between Goodwill and JCSD.

XIV. Approvals and Signatures

IN WITNESS WHEREOF, the parties have affixed their signatures below after first being authorized to do so. The undersigned certify that they are authorized to execute this MOU on behalf of their respective organizations.

**GOODWILL INDUSTRIES OF SOUTH MISSISSIPPI,
INC.**

By: 
Printed Name: Vicki Burton
Title: Chief Executive Officer
Date: 8/4/20

JACKSON COUNTY SCHOOL DISTRICT

By: _____
Printed Name: David Baggett
Title: Superintendent
Date: _____
District Use Only
Approval Date: _____
Authorized By/Board Action: _____