

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SPRINGFIELD PUBLIC SCHOOL DISTRICT #186 AND Sparc**

This Memorandum of Understanding (MOU) is entered into by and between Springfield Public School District #186 (District) and Sparc on the **20th** day of **November, 2023**.

The parties acknowledge that Ink 186 (Program) exists to provide training and assessment for its students to allow them time to develop knowledge, skills and abilities in a professional environment that will prepare them for future employment/services. In conjunction with the District, Sparc is willing to provide real-life work experiences for certain high school students with disabilities that attend high school under the control of the District.

1. DISTRICT RESPONSIBILITIES

- a. District shall develop and design a real-life work experience Program that will materially contribute to the growth of the students and provide some linkages to Sparc.
- b. District will identify and select students to participate in the Program.
- c. District shall monitor the students during their program with Sparc. In addition, the District shall work with the Ink 186 Program Coordinator from Sparc to monitor the students during their program.
- d. District shall develop jobs for students with possible assistance from representatives of Sparc.
- e. District will arrange for transportation to and from the student's school building daily.
- f. District shall arrange for the provision and payment of up to 2.5 job coaches to the extent they are needed to assist any of the students participating in the program at Sparc.
- g. District will arrange for the provision and payment of the Ink 186 Program Coordinator. The Ink 186 Program Coordinator will act as a mentor and advisor and have overall responsibility for the conduct of the program, including by not limited to the student's on-the-job assignments and sales to various customers. The selection of the Ink 186 Program Coordinator will be made by the District but subject to approval of Sparc.
- h. District shall be responsible for payment to Sparc for its costs relating to the program, including the employment of a Program Coordinator and job coaches, in an amount not to exceed \$115,000 for the program year. Sparc will submit monthly invoices unless the parties agree to another payment schedule.

2. SPARC RESPONSIBILITIES

- a. Sparc will provide a suitable and safe location (2929 Stanton Avenue, Springfield, Sangamon County, Illinois) for students to work in the program.
- b. Sparc will provide a Program Coordinator, 2 full time job coaches and one part time job coach and maintain coverage of the Program while students are in attendance.
- c. Sparc will provide a summer program solely for District 186 students who participated in Ink 186 during the school year. The Ink186 Coordinator will coordinate and facilitate the summer program. The summer program will run for eight weeks and Sparc will provide transportation.
- d. Sparc agrees to cooperate fully in any investigation or inquiry resulting from a complaint made by a student, students, District employees with regard to the student's program experience with Sparc. Should Sparc fail to investigate such a complaint, cooperate with the District in an investigation, or fail to take appropriate action, to be determined in consultation with the District, the District has the right to immediately remove the student(s) from the placement and to terminate this MOU.

3. JOINT RESPONSIBILITIES

- a. District 186 and Sparc Program Coordinator will periodically review the progress of the students regarding the contributions of those activities to the professional growth of the student regarding the quality of the student's on-the-job performance.
- b. At the time the student is deemed ready for supported employment in a community job, the District will transfer the student to adult services with the Department of Rehabilitation Services and be recommended for job coaching services through Sparc.

4. SCHOOL YEAR PROGRAM GUIDELINES

- a. The program shall have two sessions per day; for example: 9:30-11:30 and 12:15-2:15 with no afternoon shift on Wednesdays during student attendance.
- b. These sessions shall comprise of various students from multiple schools.
- c. Session dates shall be established by the District to coincide with the school calendar.
- d. Each session shall be limited to no more than 10 students.
- e. Students may participate in the Ink 186 Program for 2 school years.

5. TERM

This MOU shall become effective November 20, 2023, (or execution of this MOU by the parties) and will terminate on November 20, 2024. This MOU may be renewed upon written agreement of both parties.

6. TERMINATION

- a. Either party may terminate this MOU for any reason upon ten (10) days written notice to the other.
- b. Either party may terminate this MOU for breach, including but not limited to failure to meet insurance requirements and failure to adhere to the responsibilities in this MOU. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the MOU may be terminated by giving ten (10) days written notice to the other party.
- c. District has a right to remove students and terminate this agreement if the students have failed to satisfactorily perform assigned duties, or if the students have failed to meet District's academic standards (e.g., placed on District academic probation, District academic suspension, or failure to adhere to code of conduct standards).

7. GENERAL PROVISIONS

- a. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- b. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- c. District's student information is contained in records maintained by the District and that this information is confidential by reason of District policy and the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) (hereinafter, the "Act"). Both parties agree to protect these records in accordance with the Act, to the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- d. The relationship of each party to the other under this MOU shall be that of Independent Contractor. While engaged in any activities under this MOU or related thereto, students shall not be considered an agent or employee of Sparc.
- e. The failure of either party at any time to enforce any provision of this MOU shall in no way be construed to be a waiver of such provision or affect the validity of this MOU or any part of thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this MOU.
- f. In the event that any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this MOU,

which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by District under this MOU are subject to constitutional and statutory limitations and restrictions binding upon District.

- g. In the event of any litigation arising in connection with this MOU, District and Sparc agree to cooperate in risk management, prevention, claims, investigation, and litigation under the direct control and supervision of their respective legal counsel.
- h. This MOU may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this MOU shall not be extinguished or otherwise affected by any such assignment.
- i. This MOU, attachments, and incorporated references shall constitute the entire MOU between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MOU. No modification, extension, or waiver of this MOU or any provision thereof shall be binding upon either Sparc or District unless reduced to writing and duly executed by both parties.

APPROVAL AND EFFECTIVE DATE

This MOU shall not be binding until signed by all parties. The persons signing this MOU represent and warrant that they have authority to bind their respective parties.

Springfield Public School District #186:

By: Ward H. Lamon
Title: Executive Director of Student Support Services
Date:

Sparc:

By: _____
Title: _____
Date: _____