



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

BOARD APPROVED

JUN 27 2017

LAWTON PUBLIC SCHOOLS

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
LAWTON PUBLIC SCHOOL (LPS) INDEPENDENT
SCHOOL DISTRICT NUMBER 8,
COMANCHE COUNTY, OKLAHOMA**

FOR

SUBJECT: Support of Lawton Public Schools Transition Program. (PL06)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and Lawton Public Schools. When referred to collectively, the USAG/IMCOM and Lawton Public Schools are referred to as the "parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison" or "DFMWR" which is the Directorate of Family and Morale, Welfare and Recreation.

1. AUTHORITIES:

- 1.1. DoDI 4000.19, Support Agreements, 25 April 2013.
- 1.2. IMCOM EXORD 08-001, Army Community Covenant.
- 1.3. IMCOM EXORD 08-002, Operationalizing The Army Family Covenant
- 1.4. IMCOM EXORD 08-0009, Army Community Covenant.

2. PURPOSE: This Memorandum of Agreement (MOA) between the Lawton Public School (LPS) District and Fort Sill defines the responsibilities of both parties to provide an educational and work-related transitional program for Students enrolled in the Transition Program on Fort Sill, under the umbrella of the Garrison DFMWR. This MOA will be referred to as the Program.

2.1. Through this partnership, special needs children will be provided an opportunity to develop educational and occupational skills that will compliment them as they transition from an educational environment to a work environment.

2.2. Goals of this program include the development of "behavioral skills," "relationship skills," "career skills," and "life skills." Behavior skills include self-determination, time management, and ethics. Relationship skills include social interaction with peers on and off the job site and learning conflict resolution and citizenship skills. Career skills include helping Students not only get a job, but helping them maintain it and possible advance in their position. Life skills include assisting the

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Students with adapting to change, helping them make better decisions, building better money management skills, and using community resources.

2.3. This Program will provide opportunities to all enrolled with the Transition Program without regard to race, religion, color, age, sex, or national origin.

2.4. Both LPS and DFMWR will help market the Program to the Students and Families enrolled in the Program, and potential new Students that may find or need to enroll in the Program to help further develop work and academic skills that will help sustain them in life, as they transition from the academic environment to the work environment.

3. RESPONSIBILITIES OF THE PARTIES.

3.1. The Garrison will –

3.1.1. DFMWR will provide an approved list of designated work locations for the Program. The designated locations will be open to LPS on all DFMWR/Fort Sill scheduled school days unless arrangements are made, in writing, between DFMWR facility and the LPS's assigned administrator to reschedule the transitional work on an alternate day. LPS will inform parents of the Students of the alternate days for rescheduling of transitional work days. If LPS needs assistance in contacting the parents, DFMWR agrees to help if necessary. If a student is under 18 years of age, they must be supervised by a staff member who has background checks completed, to include the Care National Agency Check and Inquiries (CNACI). If the students are 18 or older, they may be supervised by DFMWR general staff.

3.1.2. DFMWR will provide job training to Students without providing Students with compensation. Examples of job training could include answering the telephone, greeting customers, typing and preparing correspondence, filing, sorting paper products, stuffing envelopes: and performing recreational support tasks such as sorting and stocking shelves or issuing supplies to include basketball, soccer items, and towels.

3.2. The LPS will –

3.2.1. LPS agrees to provide Job Coaches and Program Coordinators/Teachers necessary to administer this Program ("Employees"). These Job Coaches and Program Coordinators/Teachers will be under contract with LPS and will be required to comply with all of the policies of LPS. Employees are entitled to all holidays, breaks, vacations and other release times as granted by the LPS calendar. Employees will not be required to work any additional time outside of the calendar requirements of their LPS contracts to support the Program in DFMWR facilities.

3.2.2. LPS will provide a Job Coach and Program Coordinator/Teacher for the Students assigned to DFMWR facilities. Employees assigned to support the students working with DFMWR will be paid solely by the LPS. Compensation, including wages

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and fringe benefits, shall be provided at a rate determined by LPS and will result in no compensation from Fort Sill, or DFMWR. There is no employer/employee relationship between DFMWR and the job coaches, program coordinators, or Students.

3.3. Both parties will –

3.3.1. Agree that the services to be provided to the Students enrolled in this program must meet the requirements of the Oklahoma State Department of Education, the goals and objectives of both the Transition Program, and DFMWR, and any applicable Army or Fort Sill regulations.

3.3.2. DFMWR will not charge for any educational and employment services rendered on behalf of this Program.

3.3.3. The Job Coach, Program Coordinator/Teachers and students assigned to DFMWR facilities under the transition program must be evaluated by a LPS administrator and the Transition Program. The evaluation process will include the input of the assigned representative of DFMWR. In particular, the assigned representative of DFMWR shall provide the designee of the District with information regarding LPS's and the Student's compliance with DFMWR regulations and overall work efforts.

3.3.4. For the purpose of this agreement, the term "disciplinary action" includes admonishment, suspension, reassignment, dismissal, non-reemployment and/or the initiation of any process or proceeding required by law to accomplish these actions.

3.3.5. Should DFMWR find any LPS employee to have acted in a manner which (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this agreement, DFMWR shall promptly report the acts in writing to LPS. LPS shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. Disciplinary actions are solely LPS decisions since they are LPS employees.

3.3.6. LPS and DFMWR staff will meet quarterly to review the progress of the Program pursuant to this agreement. Both parties will prepare an evaluation in May of each year this agreement is in effect. At any of these meetings either party may request that a Program improvement plan be developed and implemented, or the Program be terminated. The administrative staff of both parties must agree that a program improvement plan is needed and that the proposed plan is acceptable before the plan is put into effect.

3.3.7. DFMWR shall carry general liability insurance and errors and omissions insurance in minimum limits of ONE MILLION DOLLARS (\$1,000,000). LPS shall carry general liability insurance in the amount of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000) per person and ONE MILLION DOLLARS

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(\$1,000,000) aggregate and errors and omissions insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000).

3.3.8. LPS and DFMWR agree to indemnify and hold the other harmless from any claims or actions arising under this Agreement brought against the other party. The parties further agree to indemnify the other party through actions of its employees arising under this Agreement, including costs and attorney fees incurred in defending such claim or action. DFMWR will not be held responsible or liable for the actions of Students that are unrelated to the Student's duties within the Program. DFMWR will not be held responsible or liable in the event a Student decides to leave the DFMWR without authorization.

3.3.9. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

3.3.10. Garrison Commander reserves the right to revoke post privileges at any time due to misconduct or other questionable behavior.

3.3.11. Under certain threat levels and/or emergencies Fort Sill may become closed or locked. Under these conditions no one will be allowed to enter or leave Fort Sill.

4. **PERSONNEL:** Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

5 GENERAL PROVISIONS:

5.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Ms. Carleen Pilcher, Resource Management Office, or (580) 442-3111, email: carleen.l.pilcher.civ@mail.mil.

5.1.1.2. Ms. Jennifer Aguirre, Exceptional Family Member Program Coordinator in DFMWR, (580) 442-6818, email: Jennifer.Aguirre.civ@mail.mil.

5.1.2. For Lawton Public Schools.

5.1.2.1. Mr. Tom Deighan, (580) 357-6900, email: tom.deighan@lawtonps.org .

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

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5.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

5.2.2. To Lawton Public Schools, Post Office Box 1009, Lawton, OK 73502.

5.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide 180 days advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.5. **DISPUTES:** Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

5.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 180 written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

5.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for five years or until canceled by mutual agreement or until canceled by 180 days written notice to the other Party.


5.10. **EXPIRATION DATE:** This Agreement expires five years after the last signature date.

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5.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject "Support of Lawton Public Schools Gateway Success Center", Agreement # PL06 and effective date of 9 September 2014.

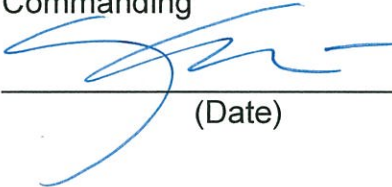
6. AGREED:

TOM DEIGHAN
Superintendent
Lawton Public Schools




(Date) 6-27-17

SAMUEL W. CURTIS
COL, SF
Commanding



(Date) 11 July 2017



DR LORI BRIDGES, PRESIDENT
LAWTON BOARD OF EDUCATION 6-27-17