



Community Based Vocational Instruction (CBVI)

Guidelines for Developing Worksites

Rationale: Community Based Vocational Instruction (CBVI) is a vocational program specifically designed for students with disabilities during their last two years of school and before, if appropriate. The goal of the training program is to expand the vocational training opportunities beyond traditional school buildings, to community-based sites where the students can learn appropriate work behaviors and specific work skills in a naturally occurring environment. Students gain valuable work skills while working along with the employee at each community site. Students are evaluated and supervised by the SSD teacher and/or paraprofessional, are transported by the school district to the worksite during school hours, and understand that they will not receive wages while participating in this training program.

The CBVI program may be listed as a high school course for credit or included in an IEP goal. In addition, teachers will evaluate students on a weekly basis and report progress to parents.

The following guidelines for developing CBVI work sites are to be followed by all SSD staff.

Developing a Worksite:

Teacher responsibilities:

- **Identify the Need:** Students who identify employment as a post secondary goal, on Form C in the IEP, and who would most likely receive support from an adult agency, such as supported employment from Vocational Rehabilitation, may benefit from a school-sponsored Community Based Vocational Instruction Program (CBVI). The student's *specific* areas of interest should be considered when determining the location and type of the work experience. Interest inventories, futures planning, or informal interviews may assist in identifying a specific career path or area of interest.
- **Guidelines for students:** Students 14-15 years of age should be involved in job shadowing or work experiences emphasizing career exploration on the high school campus. Students between ages of 16-17 should participate in 1-2 hours of CBVI 2-3 days per week, gradually increasing the length of time during the day and number of days per week spent at the work site. As students get older and closer to graduation, the focus should be on building stamina, focusing on skills in areas of interest, and working towards independently utilizing natural supports.
- **Request Approval:** The teacher will obtain written or verbal approval from the area coordinator/principal *before* developing a CBVI program/site.

- **Submit Request:** Teachers and Transition Facilitators collaborate to identify an appropriate site. To request assistance from a Transition Facilitator, teachers must provide the following information:
 - High School
 - Number of students
 - Days of the week
 - Time of day
 - A/C approval

- **Site Requirements:**

- located within a 10 mile radius from the attending high school
- located in St. Louis County
- free of religious icons

The CBVI location must provide opportunities that will be appropriate for the students. The CBVI site must provide opportunities to accommodate the number of students identified for the program, and offers the students a variety of jobs within student's identified career interests. Two or more CBVI sites should provide different experiences for students at each location.

All costs associated with the start-up must be budgeted for by school or zone: safety shoes or specific clothing, police checks, hepatitis shots, TB tests, uniforms, etc. Classroom locations may include costs for phone and internet access.

Transition Facilitator Responsibilities:

- **Contact the St. Louis County business if within 10 miles of the high school/ classroom :** Identify potential locations for the work site in St. Louis County within a 10 mile radius from the high school, and call for an appointment or make a "cold call". Meet with the store manager, human resource manager or other person in charge and describe the number of students involved, hours of participation, benefit to the student, benefit to the employer and goal of the program. Be prepared to leave a letter describing the program, and your contact phone number. A SSD sponsored CBVI brochure is available upon request from your Area Coordinator, Effective Practice Specialist for Transition or Transition Facilitator.
- Ensure that site meets with above site requirements and
 - **Identify sites used for CBVI by other high schools in the area by checking the CBVI Active Database.**
 - **Obtain guidance for appropriate locations for site development** (i.e. churches, animal shelters)
- **Signed Agreement:** Once the business has agreed to provide work experience for students, SSD AND THE BUSINESS MUST ENTER INTO A SIGNED AGREEMENT. This agreement MUST be approved by the SSD Board of Education and signed by SSD's Superintendent BEFORE students are taken to the business for the CBVI work experience. To obtain an agreement:
 - 1) Transition Facilitator requests an agreement from the Transition EPS. Written and/or electronic requests must include:

- High School name
 - CBVI teacher name
 - Official business name, street address, zip code , phone number
 - Name of the individual who will be signing the agreement, title of that individual,
 - Email, if available
 - Description of jobs student's will be doing at the site
- 2)** Once the request has been received by the Effective Practice Specialist (EPS) for Transition, a CBVI Agreement will be generated. The CBVI Agreement will be emailed to the Transition Facilitator with instructions to print two copies of the agreement. This agreement addresses liability issues, amount of time on premises, supervision of students and other significant issues. TWO copies of the agreement will be signed by the business and returned to the Transition Facilitator to be forwarded to the EPS for Transition. Any changes the business wishes to make to the agreement must be forwarded to the EPS for Transition and reviewed by the appropriate SSD representative. In some cases, this may require extensive legal review and may delay Board of Education approval.
- 3)** The EPS for Transition will prepare a Board Memo along with two copies of the CBVI Agreement (both signed by the business representative). The EPS will submit the Agreement to the Partner District Director for CBVI sites, Zone Director for VSP sites or Director of Special Education Schools for Special Education School CBVI sites. The Director will forward the agreement to the Assistant Superintendent for submission to the SSD Board of Education (BOE). Once the agreement has been approved by the SSD BOE, the requesting teacher, Transition Facilitator and AC will be notified by the EPS. The requesting teacher will give an original signed Agreement to the business. The second original Agreement will be kept on file with SSD. The Zone Transition EPS will file a copy. Immediately upon receipt of the signed agreement by the SSD Superintendent and business, the CBVI program may begin. The board approval takes a minimum of three weeks to secure, however, planning for the CBVI work experience may proceed during that time.
- 4)** A Liability Insurance Certificate is available upon request from the EPS for Transition.
- 5)** The EPS for Transition will enter the new business worksite into the Active Data Base for CBVI.

Area Coordinator Responsibilities:

- **Transportation:** Work with the teacher to determine time of day and day of week when the students will be transported to and from the worksite before submitting transportation request. SSD buses may provide transportation or request Metro bus passes if using public transportation.
- **Teacher supervision:** Assign SSD staff to accompany students and identify students participating in the CBVI Program.
- **Parent Permission, Emergency Contact Forms:** These forms must be returned to the teacher prior to taking students to the work site.
- **Fair Labor Standards Act:** Discuss guidelines for school sponsored work experience. (Appendix A)

Preparing the students:

Teacher Responsibilities:

- **Identify work site requirements.** Some businesses will require students to wear safety shoes or specific clothing, obtain police checks, hepatitis shots, TB tests, attend employee orientation, etc. It is the teacher's responsibility to develop a student agreement/contract, if needed.
- **Parent Permission:** Complete written SSD Parent Permission form (see Appendix B): You must receive a signed parent permission form for every student prior to participation in CBVI. The permission form will include: description and purpose of the program, location of business, carrier of personal medical insurance for student, clothing requirements, transportation, times, dates, attendance expectations, behavioral expectations benefits associated with the program.
- **Develop safety procedures:** Bring a copy of each student's Emergency Contact Form (available from the nurse) to the work site daily. Discuss emergency procedures with school nurse.
- **Work Performance Evaluation:** A weekly Work Performance Evaluation form will provide work behavior and skill evaluation data that can be included in the PLAAFP and provide data for progress monitoring towards meeting IEP goals. Samples are available from Transition Facilitator or EPS Transition upon request.
- **CBVI Release:** You must receive a signed CBVI Release (Appendix C) from parent/guardian prior to disclosure of any pertinent, work-related, academic, IEP related or medical information about the student at the work site.
- **Student Agreement:** You may develop a student contract to review student expectations outlined on student work evaluation data form. Provide information regarding consequences for inappropriate behavior.
- **Para-educator:** A para-educator may assist at the worksite while under direct supervision of the teacher. The para-educator will not be responsible of a large number of students for a long period of time.

IEP Documentation:

Form C:

- **Post Secondary Goal for Employment** - should identify a specific job of student interest.
- **Course of Study**: CBVI should be listed as a course (CBVI) for the specific year the student is involved in the program
- **Action Plan** (Activities or Strategies). Sample action plan:
 - 1. Call "CBVI work site" from home when absent on a scheduled work day.

Responsible Party: "student name" Time line: 2011-2012 school year

- **PLAAFP** : Relate information about CBVI to the following:
 - How the child's disability will affect the child's ability to reach his/her post-secondary goals?
 - How do the strengths of the child relate to the child's post-secondary goals?
 - Concerns of the parent/guardian's expectations for the child after leaving high school.

- How will this experience impact the child's ability to reach his/her post-secondary goal?
- **Goals, Objectives:** Specific goals addressing targeted needs should be written for all students participating in a work experience program. You will be responsible for reporting progress on all goals and objectives and for adjusting instruction as needed to insure progress toward meeting goals.
- **Services Summary:** Record minutes as Instruction in Job Skills in a General Education setting.

At the Worksite:

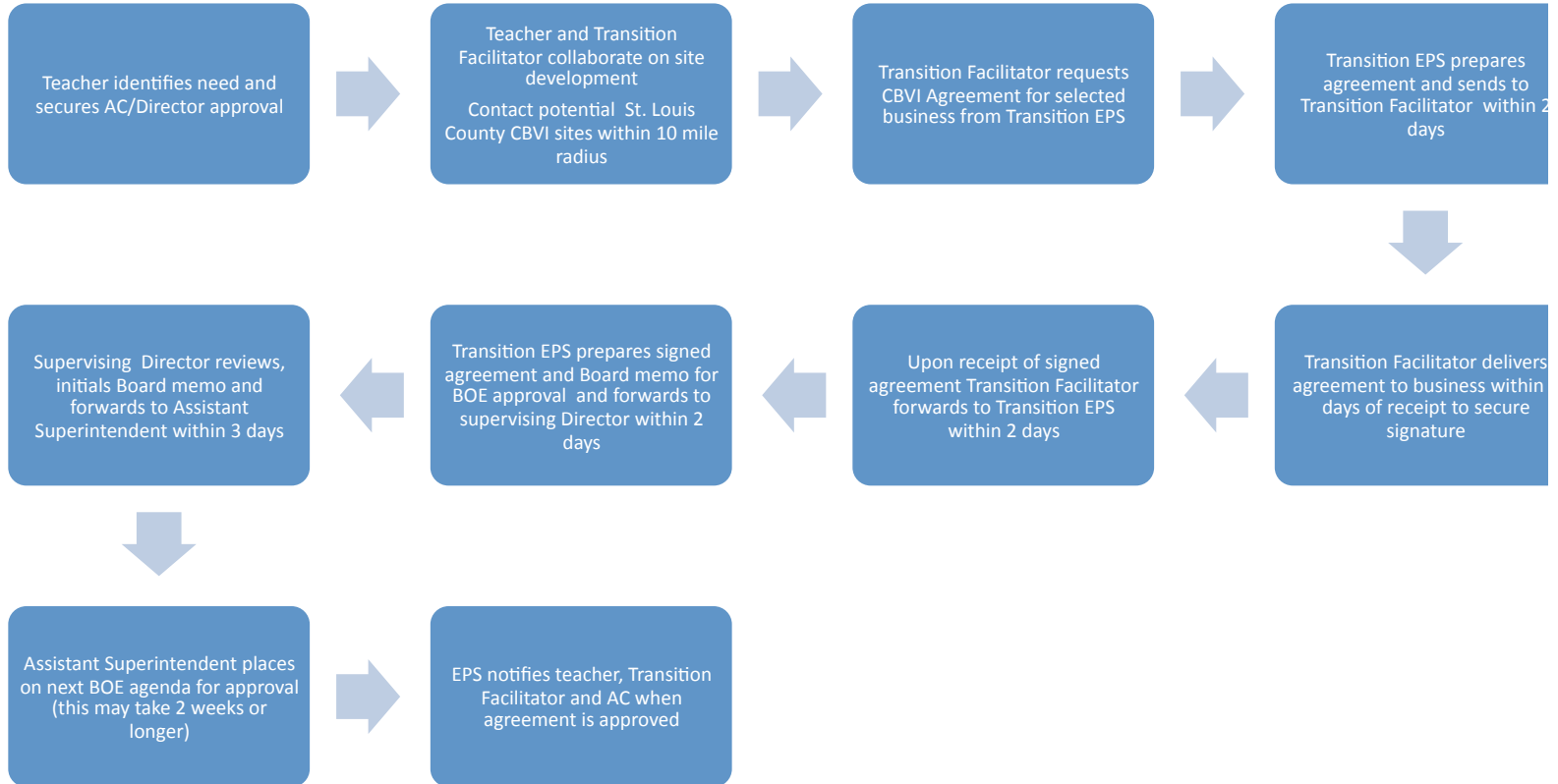
- It will be the responsibility of the teacher to maintain a professional relationship with the work site supervisor and staff. Fostering this relationship will insure the continuation of your program for many years to come.
- **Accommodations:** Worksite accommodations ensure full access to the workplace and success in performing necessary job tasks. Worksite accommodations, guided by the Americans with Disabilities Acts (ADA), provides *access* to employment for people with disabilities. Students must be prepared to know their rights and how to advocate for needed accommodations. Some accommodations may include, but not limited to : assistive devices, alternative and augmentative communication strategies, architectural modifications, telecommuting, re-structured job assignments, mentors and coaches, flex time and other scheduling accommodations, and employee assistance and other employer human resource management programs.
- **Life Skills Curriculum:** An SSD Board of Education approved curriculum framework is available on My World> Transition and may be used with approval from your Area Coordinator/Principal.
- **Start and end dates:** A signed agreement between the Work Site and SSD must be in place before the program may begin. Times and dates of the program will coordinate with the school calendar and should be shared with the worksite.

APPENDIX

- A. **CBVI SITE DEVELOPMENT PROCESS FLOW CHART**
- B. **DEPARTMENT OF LABOR GUIDELINES**
- C. **PARENT PERMISSION FORM**
- D. **CBVI RELEASE OF INFORMATION**
- E. **CBV I MASTER AGREEMENT**
- F. **BOARD OF EDUCATION MEETING DATES**

APPENDIX A.

CBVI Site Development Process



APPENDIX B. U. S. Department of Labor and U.S. Department of Education

**Guidelines for Implementation of Community-Based Education Programs for
Students with Disabilities**

The community-based program must take place under conditions that will not jeopardize the protections afforded by the Fair Labor Standards Act (FLSA) to program participants, employees, employers, or programs providing training services to individuals with disabilities. These criteria are:

1. Participants will be youth with physical and/or mental disabilities for whom competitive employment at or above the minimum wage level is not immediately obtainable and who, because of their disability, will need intensive on-going support to perform in a work setting.
2. Participation will be for vocational exploration, assessment or training in a community-based placement worksite under the general supervision of public school personnel.
3. Community-based placements will be clearly defined components of individual education programs developed and designed for the benefit of each student. The statement of needed transition services established for exploration, assessment or training or cooperative vocational education components will be included in the students' Individualized Education Program (IEP).
4. Information contained in a student's IEP will not have to be made available; however, documentation as to the student's enrollment in the community-based placement will be made available to the Departments of Labor and Education. The student and the parent or guardian of each student must be fully informed of the IEP and the community-based placement component and have indicated voluntary participation with the understanding that participation in such component does not entitle the student-participant to wages.
5. The activities of the students at the community-based placement site do not result in an immediate advantage to the business. The Department of Labor will look at several factors:
 - There has been no displacement of employees, vacant positions have not been filled, employees have not been relieved of assigned duties, and the students are not performing services that, although not ordinarily performed by employees, clearly are of benefit to the business.
 - The students are under continued and direct supervision by representatives either of the school or by employees of the business.
 - Such placements are made according to the requirements of the student's IEP and not to meet the labor needs of the business.
 - The periods of time spent by the students at any one site or in any clearly distinguishable job classification are specifically limited by the IEP.
6. While the existence of an employment relationship will not be determined exclusively on the basis of the number of hours, as a general rule, each component will not exceed the following limitation during any one school year:

• Vocational exploration	5 hours per job experience
• Vocational assessment	90 hours per job experience
• Vocational training	120 hours per job experience
7. Students are not entitled to employment at the business at the conclusion of their IEP. However, once a student has become an employee, the student cannot be considered a trainee at that particular community-based placement unless in a clearly distinguishable occupation.

Schools and participating businesses are responsible for monitoring that all seven of these criteria are met. If any of these criteria are not met, an employment relationship will exist, and participating businesses can be held responsible for full compliance with the FLSA. Business and school systems may at any time consider participants to be employees and may structure the program so that the participants are compensated in accordance with the requirements of FLSA. Whenever an employment relationship is established the business may make use of the special minimum wage provisions provided pursuant to section 14(c) of the Act.

APPENDIX C.

**SSD COMMUNITY-BASED VOCATIONAL INSTRUCTION (CBVI)
PARENT PERMISSION FORM**

Your son/daughter will participate in a Community-Based Vocational Instruction program during the _____ school year with on-site supervision provided by Special School District Staff. The program is designed to provide your child with an opportunity to learn valuable work skills that will assist him/her in employment. To participate, parent/guardian permission is required. Attached are descriptions of the work site and types of work experiences available at that site as well as specific activities your son or daughter may participate in. If you have any questions please contact _____ at _____

Student Name _____ Date of Birth _____

Name of Business _____ Phone: _____ Address _____

Days of Training _____ Times of Training _____

Transportation: _____ SSD Bus _____ Metro _____ Walk _____ Start Date: _____

Activities: _____

Clothing Requirements: _____

- Yes No I give my permission for _____ to participate in CBVI.
- Yes No I understand that my student's performance in CBVI will count as a grade in high school.
- Yes No I understand I will be notified if/when my child changes locations.
- Yes No I understand that my child will not be entitled to wages or worker's compensation during CBVI.
- Yes No I give permission for my child to be transported to the CBVI site by the school.
- Yes No In an emergency, I give permission for school personnel to obtain medical care for my child.
- Yes No I understand that my child must have medical insurance before participating in the CBVI Program.

I give permission for _____ to participate in the Community-Based Vocational Instruction Program.

Parent/guardian _____ Date: _____

APPENDIX D:


SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY
12110 CLAYTON ROAD, St. Louis MO 63131
314.989.8100
CBVI STUDENT INFORMATION EXCHANGE FORM

SSD#	Student	Date of Birth
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Parent/Guardian or Eligible Student:	
Address:	
City/State/Zip	
Home Telephone:	Business Phone:

I hereby give my permission for the Special School District of St. Louis County to:

OBTAIN the following information from: RELEASE the following information to:

Written Exchange Verbal Exchange Both

Work Site:	Telephone:
Attention:	Fax:
Address:	City/State/Zip:

- Individual Education Program (IEP) _____
- Evaluation Summary _____
- Other (*Please Specify*) Authorization to share/release information for community-based vocational instruction, work training/planning/employment purposes
- I/We authorize the Special School District staff to share information with _____

(Work site name)

for training, planning, or prospective employment purposes. I understand that staff will be providing information about the student to work staff at the training site and/or prospective employer. The information to be released will be work-related, academic or medical in nature and may include information contained in the student's Individualized Education Program. This may also include obtaining/sharing job/training Progress Reports and Attendance Reports when applicable to job placement and/or training. SSD staff may also invite site personnel to IEP meetings to discuss work-related information.

I understand this authorization is specifically for educational purposes. I further understand that Special School District (SSD) will not release information to any unauthorized person/agency without my written consent. Likewise, I understand that I can obtain an explanation and interpretation of any SSD records by scheduling an appointment with the Student Records Department by calling (314) 989-8170. Unless otherwise revoked, this authorization will expire in one(1) year. Copies of this form and signature(s) are to be considered as valid as the original.

Parent/Guardian Signature or Eligible Student

Date

Distribution of copies: Original to CO

Copies to SSD student file and parent/guardian or eligible student

APPENDIX E.

Community Based Vocational Instruction (CBVI)
Master Agreement

This Master Agreement made between **Special School District of Saint Louis County**, a Missouri public body, herein after called "**Special School District**," and ---, a Missouri corporation/business, hereinafter called "---", shall be effective July 1, 2011.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to cooperate in establishing a site for a Community Based Vocational/Instruction, whereby **Special School District** may utilize specified vocational experiences offered by ---,

WHEREAS, --- is willing to make available volunteer work experiences to **Special School District**.

NOW, THEREFORE, in consideration of mutual promises hereinafter contained, the parties hereby agree as follows:

I. SPECIAL SCHOOL DISTRICT AGREES TO:

- A. Adhere to the defined components of the program as set forth in the Community Based Vocational/Instruction Program (CBVI Program), as approved for the school year.
- B. Assume responsibility for the overall administration of the CBVI Program;
 1. evaluation, selection and coordination of students for the CBVI Program, and
 2. provision of faculty for on-going coordination with ---
- C. Withdraw from the CBVI Program any student or faculty member when it is determined by **Special School District** that the student or faculty member is undesirable for reasons of health, performance, or other reasonable cause.
- D. Maintain policies providing that the students and faculty abide by the rules and regulations of --- while performing activities pursuant to this Master Agreement, and providing that students and faculty will not enter locations or engage in any activities not authorized by --- staff.
- E. Assume the responsibility for any injury, destruction, or damage to any person or property caused by student or faculty while participating in the program as a result of their direct negligence, in relation to --- while on --- premises. However, such responsibility is limited to the amount of any insurance coverage maintained by the **Special School District** for the act of omission in question.
- F. Provide comprehensive general liability insurance for faculty during the term of the Master Agreement for a minimum of \$1,000,000 per occurrence and \$2,000,000 per year in the aggregate. Such insurance will not be canceled or materially altered unless --- is notified in writing thirty (30) days prior to such action. Any decrease in the limits outlined above, unless approved by --- would require termination of the Master Agreement.
- G. **Special School District** shall maintain workers' compensation insurance covering any liability it might incur under the Missouri Workers' Compensation Law which arises out of injuries sustained by its employees and including employer's liability insurance.
- H. Notwithstanding anything contained herein to the contrary, the **Special School District** does not herein waive any right of sovereign immunity available to the **Special School District** under the laws of the State of Missouri.

II. --- AGREES TO:

- A. Provide work training in designated areas for students. The number of students, hours, and days of the week for training are to be mutually agreed upon by **Special School District** and ---.
- B. Provide basic job descriptions and orientations to the designated work training positions with follow-up supervision to assure that job duties are efficiently and effectively carried out.
- C. Assume responsibility for explaining to and instructing its staff in their respective roles and relationships with the students and faculty of **Special School District**.
- D. Provide an orientation to the rules and regulations of --- for the faculty of **Special School District**.
- E. As needed and based upon the availability of ---, provide accommodating classroom space for students and faculty.

III. IT IS MUTUALLY AGREED BY BOTH PARTIES THAT:

- A. --- has the right to request removal from the CBVI Program outlined in this Master Agreement any student or faculty that it feels has not complied with the rules and regulations of ---, (including all personnel rules and policies applicable to staff).
- B. Neither party shall, in the operation of the Master Agreement, unlawfully discriminate against any individual on the basis of race, religion, sex, creed, national origin or physical or intellectual disability.
- C. Under no circumstances is the student or faculty of **Special School District** to be considered an agent or employee of --- while engaged in the CBVI Program activities as defined in this Master Agreement.
- D. The parties agree they will share responsibility for ensuring their CBVI Program fully complies with the U. S. Department of Labor and U. S. Department of Education Guidelines for Implementation of Community-Based Education Programs for Students with Disabilities. To ensure full compliance with these Guidelines, the parties agree that each party will have the following responsibilities:

Special School District shall be responsible for ensuring compliance with the following Guidelines:

1. Participants will be youth with physical and/or intellectual disabilities for whom competitive employment at or above the minimum wage level is not immediately obtainable and who, because of their disability, will need intensive on-going support to perform in a work setting.
2. Participation will be for vocational exploration, assessment or training in a community-based placement worksite under the general supervision of public school personnel.
3. Community-based placements will be clearly defined components of individual education programs developed and designed for the benefit of each student. The statement of needed transition services established for exploration, assessment or training or cooperative vocational education components will be included in the students' Individualized Education Program (IEP).
4. Information contained in a student's IEP will not automatically have to be made available to the Department of Labor, however, documentation that reflects the student and his or her parent or guardian is fully informed

of the IEP and the community-based placement component, have indicated voluntary participation, and understand that participation in such component does not entitle the student-participant to wages will be provided to the Department of Labor upon request.

5. Such placements are made according to the requirements of the student's IEP and not to meet the labor needs of the business.
6. The periods of time spent by the students at any one site or in any clearly distinguishable job classification are specifically limited by the IEP.

If the U.S. Department of Labor, U.S. Department of Education, or any other person or entity initiates an investigation or brings a claim, proceeding, or lawsuit against ___ based on an alleged action or omission under the Fair Labor Standards Act based on failure to comply with one of the six requirements immediately above, for which **Special School District** is responsible for ensuring compliance, then **Special School District** shall defend and fully indemnify ___ in that investigation, proceeding, or lawsuit.

___ shall be responsible for ensuring compliance with the following guidelines:

1. The activities of the student at the community-based placement site do not result in an immediate advantage to the business.
2. There has been no displacement of employees, vacant positions have not been filled with students rather than employees, employees have not been relieved of assigned duties, and the students are not performing services that, although not ordinarily performed by employees, clearly are of benefit to the business.
3. The students are not under continued and direct supervision of employees of ___ rather than of representatives of the school.
4. Students are not entitled to employment at ___ at the conclusion of their IEP. However, if a student becomes an employee of ___, the student cannot be considered a trainee at ___ unless in a different, clearly distinguishable occupation.
5. Each component will not exceed the following limitation during any one school year:
 - Vocational exploration 5 hours per job experience
 - Vocational assessment 90 hours per job experience
 - Vocational training 120 hours per job experience

IV. TERM AND TERMINATION

The term of this Master Agreement shall be for one (1) year from the effective date of the Master Agreement, however, this Master Agreement shall be automatically renewed for one (1) year periods unless canceled by thirty (30) days written notice by either party in advance of annual termination date.

V. ADDENDUM TO THIS MASTER AGREEMENT

Where applicable and if mutually agreed upon by both parties, an addendum to the Master Agreement may be made to evidence associated branches/stores/locations. When needed, such addendum will be attached as an appendix, in the form of attached Appendix A, and can be added with other signatures. The addendum is subject to all of the conditions described therein. The purpose is to incorporate into the Master Agreement,

branches/stores/locations associated with the original party where students will be participating in training activities.

(Signature) (Date)

John C. Cary
Superintendent of Schools
Special School District of St. Louis County
12110 Clayton Road
Town and Country, MO. 63131
(314) 989-8100
rboughan@ssdmo.org

(Signature) (Date)

Printed Name

Title

Address

City/State/Zip

Telephone

Email Address

ADDENDUM TO
 MASTER AGREEMENT
 BETWEEN
Special School District of St. Louis County
 And

6/22/2011

This document is an addendum to the Master Agreement and is subject to all of the conditions described therein.

The associated branch/store/location/site listed below will henceforth agree with and implement all the responsibilities listed in the Master Agreement including the guidelines for students with disabilities set forth by the U.S. Department of Labor and U.S. Department of Education. A copy of the Master Agreement is attached to this addendum.

(Signature)	(Date)	(Signature)	(Date)
John C. Cary Superintendent of Schools Special School District of St. Louis County 12110 Clayton Road Town and Country, MO. 63131 (314) 989-8100 rboughan@ssdmo.org		_____ Printed Name _____ Title _____ Address _____ City/State/Zip _____ Telephone _____ _____ Email Address	

C: Master Agreement-Parent Company
 SSD Accounting Department

APPENDIX F

Proposed Board of Education Meetings- 2011-2012

Tuesday, July 19
Tuesday, August 9
Tuesday, August 23
Tuesday, September 13
Tuesday, September 27
Tuesday, October 11
Tuesday, October 25
Tuesday, November 15
Tuesday, December 13
Tuesday, January 10
Tuesday, January 24
Tuesday, February 14
Tuesday, February 28
Tuesday, March 13
Tuesday, March 27
Tuesday, April 10
Tuesday, April 24
Tuesday, May 8
Tuesday, May 22
Tuesday, June 12
Tuesday, June 26

Scheduled Governing Council Meetings

Tuesday, September 20, 2011 at 7:00PM
Monday, December 5, 2011 at 7:00PM
Monday, March 5, 2011 at 7:00PM
Monday, June 4, 2011 at 7:00PM