

## ADMINISTRATIVE REPORT

**DATE:** June 20, 2024  
**TOPIC:** 5.12 – Approval of Goodwill Easter Seals Contract Renewal  
**PRESENTER:** Erin McKoy, Director of Special Services  
**REFERENCE TO POLICY/STATUTE:** 701

### A. PURPOSE OF REPORT

- a. Attached is the contract for the work-based learning partnership with Goodwill-Easter Seals.
  - i. South Washington County schools has partnered with Goodwill-Easter Seals for the last ten years.
  - ii. The district utilizes their vocational assessment program to develop and gauge employability skills for our students as they prepare for integrative competitive employment.
  - iii. South Washington County Schools students who access this include students of employment age through 22 who are supported through special education with work-based learning goals aligned to their specially designed instruction and individualized needs related to independent living skills.

### B. RECOMMENDATION

- a. Administration recommends approval of the contract.

### C. CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Student Pathways and Systemic Supports
- c. Operations, Staffing, and Finance











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Director of Special Services  
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Goodwill-Easter Seals Minnesota  
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## **VI. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

GESM agrees to provide equal opportunities to all employees and applicants for employment in accordance with all applicable equal employment opportunity laws and the directives and regulations of all Federal and State governing bodies, including but not limited to the Equal Employment Opportunity Commission and the Minnesota Department of Human Rights. GESM further agrees that no person shall be excluded from full employment rights in, be denied participation in, be denied the benefits of, or otherwise be subjected to discrimination in regard to any program, service, or activity on the ground of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

## **VII. NATURE OF RELATIONSHIP**

Nothing in this Contract may be construed to create a partnership, joint venture, or joint enterprise between the District and GESM. Except as expressly stated in this Contract, the parties have no power under this Contract to take any action that could legally bind the other. The parties are not entering into an employment agreement or an employee employer relationship. GESM is an independent contractor and retains the full and exclusive authority to supervise, direct, and control its employees. No employee of GESM will be considered to be an employee or agent of the District for any purpose. GESM is exclusively responsible for paying its employees who provide services under this Contract and for providing all required forms of insurance for its employees, including, but not limited to, workers' compensation insurance. The District will not pay or reimburse GESM or any of its employees for any mileage costs or other expenses incurred by GESM or its employees. This Contract is between GESM and the District; it is not between the District and any employee of GESM or any other third party.

## **VIII. NO ASSIGNMENT OR THIRD PARTY BENEFICIARY**

GESM may not assign or subcontract any of its responsibilities under this Contract. This Contract is not intended to confer any rights or remedies upon any person or entity other than the District and GESM. All indemnifications and insurance shall survive the termination or expiration of this contract.

**IX. MISCELLANEOUS**

- A. Choice of Law and Forum.** This Contract will be governed by and construed in accordance with the laws of the State of Minnesota. The parties irrevocably submit to the jurisdiction of the courts of the State of Minnesota and, to the extent applicable, to the Federal District Court of Minnesota.
- B. Severability.** If any provision of this Contract is held unenforceable by a court of law, the remaining portions of the Contract will remain in full force and effect, unless the remaining portions would not serve the original purpose of the Contract.
- C. Entire Contract.** The terms stated in this Contract represent the entire agreement of the parties. Except as expressly stated in this Contract, no party has relied on any statement, promise, inducement, or representation by the other party. This Contract supersedes any and all prior statements and agreements between the parties relating to the subject matter of this Contract for the term of this Contract. No changes to this Contract will be valid unless a duly authorized representative of each party agrees to the change in writing. A copy of this Contract will have the same legal effect as the original.

**By signing below, each party acknowledges that it understands and agrees to the terms set forth in this Contract and that it has the authority to enter into this Contract.**

GOODWILL EASTER SEALS MINNESOTA

  
\_\_\_\_\_  
President and CEO or CFO

5/31/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Services & Programs Officer

6/4/24  
\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT NO. 833

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Special Services  
RASW115016

\_\_\_\_\_  
Date