

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



CONTRACT FOR WORK BASED LEARNING SERVICES

This Contract for Work Based Learning Services ("Contract") is entered into by and between Independent School District No. 833 ("District"), a political subdivision of the State of Minnesota, and Goodwill-Easter Seals Minnesota ("GESM"), a Minnesota nonprofit corporation. The District and GESM are collectively referred to as "the parties."

WHEREAS, the District is seeking work based learning opportunities for students ranging from sixteen to twenty-two years of age; and

WHEREAS, GESM is in the business of providing work based learning opportunities for students ranging from sixteen to twenty-two years of age;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

I. TERM AND EARLY TERMINATION

The term of this Contract will begin on July 1, 2024 and will end on June 30, 2025. This Contract will not automatically renew. Either party may terminate this Contract, with or without cause and without penalty, by providing written notice of termination to the other party at least thirty (30) calendar days before the effective date of termination.

II. GESM RESPONSIBILITIES

A. Work Based Learning Services. GESM will provide work based learning services to District students at any one time at the Woodbury GESM location. Such services will include the following for each student:

- Convening and conducting an intake meeting;
- Providing work based learning opportunities in accordance with the student's IEP for up to four hours per day, five days a week, between the hours of 9:00 a.m. and 4:00 p.m., unless the parties agree to different hours;
- Assigning program staff to observe, monitor, supervise, informally assess, instruct, and assist the student in accordance with the student's IEP for up to four hours per day, five days per week, during work based learning opportunities;
- Following the provisions of the student's IEP that apply to work based learning opportunities;

- Collecting and recording data showing the level of progress the student is making in the program generally and on applicable IEP goals and objectives;
- Providing a monthly summary of progress data;
- Attending IEP meetings, at the District's request, for District students who receive work based learning services from GESM;
- Cooperating with the District's licensed special education staff in scheduling IEP meetings, attending IEP meetings, and otherwise complying with the District's obligations under the Individuals with Disabilities Education Act ("IDEA") and the related provisions of state law; and
- Paying participating students minimum wage.

B. Notice to District of Complaints. GESM must immediately notify the District, in writing, if it receives any type of complaint about the work based learning services a District student receives from GESM. Additionally, if at any time GESM determines that it cannot provide appropriate work based learning services for a particular student, GESM must immediately provide written notice of that determination to the District's Supervisor of Transition Programs.

C. Compliance with Federal and State Laws and District Policies. In regard to the work based learning services that it provides, GESM and its employees and volunteers must comply with all federal and state laws that apply to a public school district. These laws specifically include, but are not limited to, the U.S. Constitution, the Minnesota Constitution, the Family Educational Rights and Privacy Act ("FERPA"), the Minnesota Government Data Practices Act ("MGDPA"), the Individuals with Disabilities Education Act ("IDEA"), Minnesota special education laws, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Minnesota Human Rights Act, and Minnesota's records retention law. GESM and its employees and volunteers must also comply with all applicable District policies related to students, which are available for review on the District's website.

D. Data Privacy. All data that GESM collects, creates, or maintains on any District student who receives work based learning services are classified as "educational data" under the MGDPA and, specifically, Minnesota Statutes section 13.32. GESM must comply with the MGDPA when collecting, creating, maintaining, and disseminating educational data. Upon request, GESM must give the District access to any and all educational data that GESM collects, creates, or maintains on District students. GESM must implement reasonable safeguards in order to maintain educational data securely. Absent a court order or properly executed authorization to release data, GESM must not disclose or re-disclose educational data to any person or entity other than the District (including a school official of the District or a teacher of the District who works with the student). GESM must immediately notify the District if GESM receives a court order or lawfully subpoena to disclose educational data. Additionally, GESM must immediately notify the District if any unauthorized access occurs with respect to

educational data that GESM maintains. GESM must then cooperate fully with the District in investigating and determining the type of data that were accessed or acquired; the number of individuals whose data were improperly accessed or acquired; and how the data breach occurred.

E. Criminal Background Checks. Consistent with Minnesota Statutes section 123B.03, subdivision 1(c), GESM must conduct a criminal background check on every GESM employee and volunteer who provides work based learning services to a District student pursuant to this Contract. The background check must be completed before the services begin. If, at any time, GESM discovers that an employee or volunteer has been convicted of a crime that could potentially impact the person's fitness to work with vulnerable students, GESM must not permit the employee to work with any District students.

F. Billing. Within ten (10) business days after the end of each month that this Contract is in effect, GESM will submit an invoice to the District's Director of Special Services. The invoice will document the days of services and hours of service that were provided to each District student pursuant to this Contract. GESM will charge the District at the per diem rate of seventy dollars and zero cents (\$70.00) per student, subject to a cap of one-hundred ninety-five thousand six-hundred and fifty dollars and zero cents (\$195,650.00) for the term of this Contract. Under no circumstance may the total cost of this Contract exceed one-hundred ninety-five thousand six-hundred and fifty dollars and zero cents (\$195,650.00).

III. DISTRICT RESPONSIBILITIES

A. Selection of Students. The District will select the students who will receive work based learning services from GESM. To be eligible for such services, a student must have an active IEP; must be no less than sixteen years of age and no more than twenty-two years of age; must be able to provide self-care; and must be able to work with a 15:1 student-to-supervisor ratio, unless the District provides a school aide, negotiates with GESM or another service provider to provide additional supervision at the District's expense. Subject to a student's procedural safeguards, the District may terminate the work based learning services that GESM provides to a particular student if the student's IEP team determines that the services are unnecessary or inappropriate for the student, or if the student's parent (or student if age 18 or older) terminates such services.

B. Payment for Services Provided by GESM. Within thirty (30) calendar days after receiving an invoice from GESM for work based learning services, the District will pay the invoice, unless it has a good faith basis for disputing part or all of the invoice. In the event of a good faith dispute with part of the invoice, the District will pay the part of the invoice that is not in dispute within thirty (30) calendar days. If early termination occurs under any provision of this Contract, the District's obligation to make

payments will cease on the effective date of termination. The District is not responsible for paying for any services that GESM provides to a District student after that date or without the District's knowledge or consent.

IV. INDEMNIFICATION AND INSURANCE

A. Indemnification. GESM agrees to defend and indemnify the District, its board members, employees, agents, attorneys, insurers, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of or relating to the services GESM provides under this Contract. This indemnification specifically includes, but is not limited to, any action arising out of any allegation of the following: failure to comply with any federal or state law; any form of inappropriate conduct or contact by any representative, agent, officer, or employee of GESM; negligent supervision or other negligence by any GESM employee; or any allegation relating to the failure or alleged failure of GESM to pay an employee of GESM in a timely manner. The District shall have the right to choose its own legal counsel and seek reimbursement from GESM for the cost of defending itself in any legal action or administrative proceeding arising out of or related to the services which GESM provides under this Contract.

B. Insurance. At its own expense, GESM must maintain general liability insurance for its operations and employees throughout the term of this Contract. Such insurance shall be in an amount not less than one million five hundred thousand dollars (\$1,500,000) for any number of claims arising out of a single occurrence or event during the term of this Contract. The District shall be named as an additional insured on GESM's policy of liability insurance. Within ten (10) business days after receiving a fully executed copy of this Contract, GESM must provide the District with proof of such insurance. GESM must also maintain workers' compensation insurance and all other types of required insurance for GESM employees who provide services under this Contract.

V. NOTICES

Any notice given under this Contract is sufficient if it is in writing, legible, and delivered to the other party by hand, courier, electronic mail, registered mail, or certified mail at the address listed below for the party. Delivery by registered or certified mail is effective upon mailing as evidenced by the postmark from the U.S. Post Office. All other forms of delivery are effective upon receipt.

Erin McKoy
Director of Special Services
7362 E. Point Douglas Road South
Cottage Grove, MN 55016
emckoy@sowashco.org

Sheila Olson
Goodwill-Easter Seals Minnesota
553 Fairview Avenue North
St. Paul, MN 55104
solson@gesmn.org

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