

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **ISD 709 – Duluth Public Schools** (“Contractor”) whose designated address is 215 North First Avenue East, Duluth, MN 55802, and Minnesota Department of Education (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

1. Provide participant planning for program implementation to develop and expand high quality experiential learning and career development programs to Pre-K through Grade 12 Students with the local districts via the Carl D. Perkins consortium in Minnesota.
2. Key areas of focus will include Career and Technical Education Course Work as follows:
 - A. Form a work-based learning/intern advisory board for the city of Duluth and have the board complete two visits to exemplar state programs in Special Education, Center for Advanced Professional Studies (CAPS) and Step-Up.
 - B. Program activities and locations will be determined and agreed to by both parties in writing between the dates of September 19, 2016, and November 1, 2016.
3. District will submit a final summary of activities that will be due to MDE no later than November 3, 2016, for review and approval. The summary will include activities performed, materials developed and objectives accomplished.

The contractor will be paid a lump sum of **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.

6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

<http://mn.gov/mnrit/programs/accessibility/>

- A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.

10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- A. Use only print-quality department logo. Request a copy from mde.contactus@state.mn.us
- B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
- C. Video content must be open or closed captioned.
- D. Copy must be free of typographical and grammatical errors.

- E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
- 11. Plain Language Contractor must provide all deliverables in "Plain Language".** Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
- 12. Authorized Personnel**
- A. MN Department of Education's Authorized Representative is:
Michelle Kamenov, Career Development and CTE Supervisor
michelle.kamenov@state.mn.us
651-582-8434
 - B. Contractor's Authorized Representative is:
Bradley Vieths
Bradley.vieths@isd709.org
218-336-8711 ext. 1031
- 13. Term of Agreement and Payment Information**
- A. Agreement Begin Date: **September 22, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
 - B. Agreement End Date: **November 4, 2016**
 - C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
 - D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
 - E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
 - F. Contractor must submit **one invoice** and report detailing effort and outcomes upon completion of the above services, which is due no later than **November 10, 2016**, to Accounts Payable.
 - G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Contract number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**

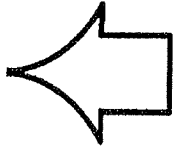
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed: <i>[Signature]</i>
Date: 9-21-16
Annual Plan T-number: 17A37
Purchase Order (PO) number: 3000014018

2. CONTRACTOR: ISD 709 Duluth Public Schools

By: <i>[Signature]</i>
Title: <i>Supt</i>
Date: <i>09/22/16</i>



3. STATE AGENCY:

By: <i>[Signature]</i> <small>Authorized signature</small>
Title: <i>Acctg Operations Mgr.</i>
Date: <i>9-23-16</i>