

## Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at the Historic Old Central High School, 215 North First Avenue East, Duluth, Minnesota 55802, on

Tuesday, October 20, 2015

### Members Present:

Annie Harala  
Art Johnston  
Rosie Loeffler-Kemp  
Mike Miernicki  
Judy Seliga Punyko  
Harry Welty  
Bill Westholm

### Others Present:

Bill Gronseth, Superintendent  
Bill Hanson, Deputy Clerk  
Melinda Thibault, Secretary

### Student Representatives:

Jude Goossens  
Thomas Olafson

➤ Chair Seliga Punyko called the regular school board meeting of October 20, 2015 to order at 6:30 p.m., and the pledge of allegiance to the American flag was given.

**M-Westholm, S-Welty, to approve the agenda as presented.**

**M-Johnston, S-Welty, to add an amendment to Policy 2015 to the Business Committee agenda as follows: To add a paragraph that states - Inform and provide copies to all School Board members of any: legal suits filed by or against the School District; Attorney correspondences to and from the School District; petitions and correspondences received by the School District from district residents; information requested by School Board members; and Information Requests received by the School District.**

Discussion took place regarding the proposed amendment.

**M-Harala, S-Miernicki, to call the question. Upon a vote, the same passed 5-2 as follows:**

**Yea: Harala, Loeffler-Kemp, Miernicki, Seliga Punyko, Westholm**

**Nay: Johnston, Welty**

**Upon a vote on the proposed amendment to the agenda, the same failed 2-5 as follows:**

**Yea: Johnston, Welty**

**Nay: Harala, Loeffler-Kemp, Miernicki, Seliga Punyko, Westholm**

**Upon a vote on the agenda as presented, the same passed – 6-1 as follows:**

**Yea: Harala, Loeffler-Kemp, Miernicki, Seliga Punyko, Welty, Westholm**

**Nay: Johnston**

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Chair Seliga Punyko asked school board members if there were any corrections or changes to the minutes of the Special School Board Meeting of September 17, 2015.

**M-Miernicki, S-Westholm, to approve the minutes of the September 17, 2015 Special School Board Meeting as presented. Upon a vote, the same was approved as presented – unanimously.**

Chair Seliga Punyko asked school board members if there were any corrections or changes to the minutes of the Regular School Board Meeting of September 22, 2015.

**M-Loeffler-Kemp, S-Westholm, to approve the minutes of the September 22, 2015 Regular School Board Meeting as presented. Upon a vote, the same was approved as presented – unanimously.**

Chair Seliga Punyko asked school board members if there were any corrections or changes to the minutes of the Special School Board Meeting of October 12, 2015.

**M-Westholm, S-Loeffler-Kemp, to approve the minutes of the October 12, 2015 Special School Board Meeting as presented. Upon a vote, the same was approved as presented – unanimously.**

**School and Community Recognition**  
**October 2015**

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Amy Starzecki: Members of the Board, this month I'm pleased to present Calvin Harris, Achievement Center coordinator for ISD 709. Cal is the recipient of the 2015 "20 Under 40" Leadership Award from the Duluth News Tribune. As achievement center coordinator, Cal provides students with leadership training, goal setting, organizational skills, critical thinking skills, and decision-making, problem-solving and motivation skills. He is an active member of the community, serving as President of the Twin Ports African American Men's Group; founder of the African American Student Alliance; volunteer at Neighborhood Youth Services; a member of Prince Hall Freemasonry; and a member of the NAACP. Cal is also the co-founder of Guys with Ties, an after-school program at Lincoln Park Middle School emphasizing academics. Through his efforts, the group visited Lake Superior College to learn about degrees offered; met with legislators during Day on the Hill hosted by the Council on Black Minnesotans; and met with the Deputy Under Secretary of the Navy for Policy and Senator Roger Reinert, among other activities. Through his work with our school district and the community, Cal is helping make a difference in the lives of young people in Duluth. Congratulations, Cal, and many thanks for your dedication and leadership!

**Public Comments**  
**October 2015**

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Member Loeffler-Kemp read the community vision statement.

Marcia Stromgren, no address provided, spoke to the school board regarding her concerns with the timeliness of information dissemination.

**Communications, Petitions, Etc.**

**October 2015**

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Superintendent Gronseth stated there had been no communications received.

**Superintendent's Report**

**October 2015**

--October is National Bullying Prevention Month and while our district is always working to decrease bullying, this month there have been even more events and efforts made to bring awareness to this issue. Lowell Elementary families and students covered school sidewalks with messages of kindness in chalk - so did Duluth East students. This evening Climate Coordinator Ron Lake is partnering with St. Luke's to provide a free presentation on Bullying - What It Is and What We Can Do About It. Our students and staff are talking about bullying--what it means and how to respond when it happens. I encourage parents to continue these conversations at home. Sometimes students don't know how to start the conversation and giving kids an opening to share things can be helpful. There's lots of helpful tips and well-researched information available at [stopbullying.gov](http://stopbullying.gov). This Saturday at 2:00, there will be a Path to Peace Walk hosted by the Duluth East Executive Board. Perhaps Student Representative Goossens can share some of the details on this during his report.

--Several schools also celebrated International Walk to School Day. Students from Lincoln Park met at Wheeler Field and walked as a group to their school. Congdon Park students met at Ordean East and walked together. The Lester Park Wellness Council provided coffee for parents who walked with their children to school. Walk to School Day is a global event that involves communities from more than 40 countries walking and biking to school on the same day. It's part of a movement for year-round safe routes to school and a celebration – with record breaking participation – each October.

--Most of our schools held goal setting conferences during the month of October. Teachers met with families and worked together to set goals for the year. Setting goals is really an important step-- if we don't know where we are headed we are very likely to arrive! The next step, is keeping those goals in mind and periodically checking on progress. Teachers track progress on an ongoing basis in many ways, but families can track progress too-- and of course celebrating successes along the way is another important part of the process! We know that students who have support at school and at home experience more success-- so I really encourage families to be involved.

--With that it is time for our student reports-- I believe Student Representative Olafson was at a big soccer game last month so why don't we start with him.

Tommy Olafson – Denfeld High, school is getting off to a quick start, MN State Supreme Court visited Denfeld six school districts participated, the SPEAR Program is working toward bettering relationships at Denfeld, Flexible Scheduling is a big success, fall sports are coming to a close, NHS induction is on December 5<sup>th</sup>, Jr. Rotary is getting up and running.

Jude Goossens – East High, Flexible Scheduling is running at East as well, fall sports are wrapping up, October is Anti Bullying month and at East it is “East for Peace” with events promoting peace within the school and anti-bullying, and ACT testing is on Saturday.

**Education Committee Report**  
**October 2015**

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Member Harala presented the Education Committee report, a copy of same being in the hands of each school board member.

Member Harala presented the resolution:

**RESOLUTION**  
 Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grants from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various organizations.

	Organization	Author/Contact	Project Title	Award Amount	Terms
1	State of Minnesota	Pam Rees	Increase in State Head Start Grant Award for 2015-16	\$106,000	The State Head Start Grant increase will be used to support the Head Start Program.
2	Essentia Health Corporate Contributions	Deidre Quinlan	Habitat Health On-site Health Care Services	\$21,000	Funds from this grant award will be used to cover the cost of four hours per week of an on-site clinical nurse practitioner to provide health care services and a four hour per week on-site clinical social work to provide infant mental health services at Habitat.
3	Northland Foundation	Jay Roesler	First Year Program	\$5,000	Funds from this grant award will be used to support the First Year Program at the Washington Family Center, which is a collaborative partnership between the Duluth Public Schools, Lutheran Social Services, St. Louis County Health and Social Services, and University of Minnesota Extended Services.

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4	Northland Foundation	Mary Ann Harala	Congdon Park EXCEL Program Transportation	\$3,000	Funds from this grant award will be used to transport students who participate in the EXCEL Program at Congdon Park.
5	Northland Foundation	Jay Roesler	ISD 709 Early Childhood-Kindergarten Transition and Alignment	\$4,000	Funds from this grant award will be used to continue work on the Early Childhood to Kindergarten transition and alignment initiatives.
6	Northland Foundation	Scott Pilate	Youth Outdoors Collaboration	\$4,950	Funds from this grant award will be used to support the Youth Outdoors Collaboration.
7.	Northland Foundation	Pam Rees	Head Start Dad's Group	\$5,000	Funds from this grant award will be used to start a new Dad's Group in Head Start and to continue work on antiracism.
8	St. Louis County	Sandy Chesley	Duluth Physical Education Teachers Common Assessments Inservice	\$8,000	Funds from this grant award will be used to support training for Physical Education staff on Common Assessments, including the Fitnessgram.
9	MSHSL	Shawn Roed	MSHSL Foundation Grant	TBD by East's total unduplicated number of free or reduced lunch students participating in East's activity programs during the 2014-15 school year.	Funds will be used to assist, recognize, promote, and fund extra-curricular participation by East High School students in athletic and fine arts programs.

E-10-15-3303

October 20, 2015

**M-Harala, S-Loeffler-Kemp, to approve Resolution E-10-15-3303 – Acceptance of Grant Awards to the Duluth Public Schools. Upon a vote, the same was approved – unanimously.**

**M-Harala, S-Loeffler-Kemp, to approve the remainder of the Education Committee Report.**

Member Welty withheld Item 1.A.2)

Member Welty withheld Item 1.A.2) – Mental Health Overview to note that he had been provided with a revised copy of providers but could not find the differences. Superintendent Gronseth stated that it was the same as what was published in the book.

**Upon a vote on the remainder of the Education Committee, the same was approved – unanimously.**

**Human Resources Committee Report**  
**October 2015**

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Member Miernicki presented the Human Resources Committee report, a copy of same being in the hands of each school board member.

Member Miernicki presented the resolution:

**RESOLUTION**  
**Education Directors Association**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Education Directors Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2013 to June 30, 2015, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

HR-10-15-3306

October 20, 2015

**M-Miernicki, S-Welty, to approve Resolution HR-10-15-3306 - Education Directors Association. Upon a vote on the same was approved - unanimously.**

**M-Miernicki, S-Harala, to approve the remainder of the Human Resource Committee report. Upon a vote, the same was approved – unanimously.**

**Business Committee Report**  
**October 2015**

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Member Westholm presented the Business Committee report, a copy of same being in the hands of each school board member.

Member Westholm presented the resolution:

**RESOLUTION**  
 Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various organizations.

**DONATIONS**

<b>SCHOOL</b>	<b>DONOR</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
East High	Jonathan/Karen Sande	Music Dept	1,000.00
East High	Teberg Fund		100.00
East High	Randy/Cynthia Correll	Green Club	50.00
East High	Randy/Cynthia Correll	Math Dept.	50.00
East High	Society for Science & the Public		1,000.00
East High	CenturyLink Clarke M Williams Found.	Robotics	500.00
East High	Susan Velner	Robotics	300.00
East High	Lahti Foundation	Robotics	5,000.00
East High	Susan Velner	Robotics	300.00
East High	Wayne Holmberg	Robotics	100.00
East High	Lakewalk Surgery Center	Robotics	500.00
East High	Amanda/Nathan Bruno	Robotics	100.00
East High	Kathrynne Dryke, DDS	Exec Board	200.00
East High	Relf EyeCare Specialists, PA	Exec Board	50.00
East High	At Sara's Table	Exec Board	100.00
East High	Lakewalk Brewery & Café Co.	Exec Board	300.00
Denfeld High	Rondi Erickson	Speech	300.00
Denfeld High	Ordean Foundation	Speech	1,000.00
Denfeld High	Fred T. Friedman	Speech	150.00
Denfeld High	Kay Biga	Speech	100.00
Denfeld High	Susan Stanich	Robotics	50.00
Denfeld High	Wallmart	Speech	300.00
Homecroft	Tom/Theresa Pearson	Chromebook	30.00
Homecroft	Susan Anderson	Chromebook	50.00
Homecroft	Brian/Sandra Asker	Chromebook	20.00
Homecroft	William/Anne Leino	Chromebook	10.00

Homecroft	Adam/Michaela Kent	Chromebook	10.00
Homecroft	Peter Grundt	Chromebook	30.00
Homecroft	Anonymous	Chromebook	140.00
Homecroft	Kathrynne Dryke, DDS	Chromebook	400.00
Homecroft	David/Amber Sadowski	Chromebook	40.00
Homecroft	Anonymous	Chromebook	102.00
		TOTAL	12,382.00

B-10-15-3301

October 20, 2015

**M-Westholm, S-Miernicki, to approve Resolution B-10-15-3303 – Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.**

Member Westholm presented the resolution:

RESOLUTION

Authorizing a Joint Powers Agreement with the  
 State of Minnesota/Perpich Center for Arts Education

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Joint Powers Agreement between the State of Minnesota/Perpich Center for Arts Education and ISD 709 attached hereto is hereby approved.

B-10-15-3307

October 20, 2015

**M-Westholm, S-Harala, to approve Resolution B-10-15-3307 – Authorizing a Joint Powers Agreement with the State of Minnesota/Perpich Center for Arts Education. Upon a vote, the same was approved – unanimously.**

Member Westholm presented the resolution.

RESOLUTION

Authorizing the Sale of the Rockridge Elementary School Property

WHEREAS, the School Board by Resolution B-6-07-2452 adopted a Long-range Facilities Plan for the District, and therein also directed the District’s administrative staff to commence with the disposition of certain non-school sites including the Rockridge School property; and

WHEREAS, said property will no longer be used for purposes set forth in Minnesota Statute Section 123B.51; and

WHEREAS, there are recent changes to the zoning relating to this property that have created conditions for this property to be subdivided and sold as separate parcels.

NOW, THEREFORE, BE IT RESOLVED the School Board of ISD 709, Duluth Minnesota hereby authorizes the sale of real property described on EXHIBIT A attached hereto, and



BE IT FURTHER RESOLVED the School Board authorizes District Administration to negotiate with prospective buyers the terms of sale for all property or portions of subject property as long as the terms for sale are consistent with parameters agreed by the board in Executive Closed Session on October 12, 2015, and the School Board Chair is authorized to execute purchase agreements and all other documents required for closing sale transactions.

B-10-15-3305

October 20, 2015

**M-Westholm, S-Miernicki, to approve Resolution B-10-15-3305 – Authorizing the Sale of the Rockridge Elementary School Property.**

Superintendent Gronseth pointed out that it is not the sale of the school building but property adjacent to it.

**Upon a vote, the same was approved – unanimously.**

**M-Westholm, S-Harala, to approve the remainder of the Business Committee report.**

Member Johnston withheld 1.F. for discussion and a separate vote on 4.A.

Member Johnston withheld Item 1.F. APU/(WADM) Projections to note his concerns with the loss of students in the District. Discussion continued regarding the numbers.

Chair Seliga Punyko reminded everyone that all the board meeting information is released on BoardBook (online) on the Thursday prior to the meetings so even if the mailed packet doesn't arrive the information is there and available to board members and the public for review.

**Upon a vote on the remainder of the Business Committee, withholding Items 4.A1)-4), the same was approved 6-1 as follows:**

**Yea: Harala, Loeffler-Kemp, Miernicki, Seliga Punyko, Welty, Westholm**  
**Nay: Johnston**

**Upon a separate vote on Items 4.A.1), 2), 3), and 4), the same was approved - unanimously.**

**Other**  
**October 2015**  
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Chair Seliga Punyko adjourned the Regular School Board Meeting of October 20, 2015 at 7:56 p.m.

CFMS Contract No. 101607  
300004040

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Executive Director of the Perpich Center for Arts Education ("State") and Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802 ("Governmental Unit").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high quality, professional development opportunities in the arts for Minnesota K-12 educators, teach artists students and administrators for the improvement of education statewide. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Joint Powers Agreement to the satisfaction of the State.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** November 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

##### Governmental Unit Responsibilities

##### **Duluth Public Schools ISD 0709 will:**

- Serve as a regional site providing arts education and professional development experiences that serve its regional area
- Build relationships with regional organizations, stakeholders and district leadership
- Provide professional development experiences to develop curriculum, alignment, and assessment
- Operate Regional Conferences including workshops of all 5 art areas for specialists & generalists
- Practice & implement best practice and/or pedagogy in arts education in collaboration with Perpich Agency Outreach staff
- Increase teaching and learning opportunities for teachers and students throughout the state
- Expand the public awareness of the impact of arts education and strengthen partnerships statewide
- Respond promptly and efficiently to emerging or changing needs
- Promote better statewide distribution of funds and professionals
- Complete necessary paper work, gather media release forms and report on progress and budget as requested
- Electronically document project process and products, including completed plans and examples of work, on a timely basis
- Participate in project evaluation(s) upon request

**Funding for Project Coordination and implementation of professional development can include:**

- Substitute teacher costs during workshops
- Travel expenses within the state of Minnesota (lodging when necessary, mileage, meals)
- Honorariums for workshop days
- Up to .3FTE for coordination of the Regional Center programming and outreach
- Substitute teacher costs for planning and co-teaching days, and honorarium funds for work (planning, reflecting, coordinating) outside contract hours
- Acceptable funds for personnel include contracts with community and teaching artists, guest speakers, or specialized professional development personnel.

**Expenditures not appropriate for project funds**

- Capital improvements or construction, purchase of capital equipment, real property or endowments
- Permanent significant purchases such as a piano
- Costs associated with fundraising events
- Programs designed for a specific school or schools within only your district do not meet program parameters.
- Funds cannot be used for school field trips.
- We do not cover expenses for administrative support.
- Activities that engage in political lobbying, serve the religious socialization of participants or discriminate against persons or groups

State/Agency Responsibilities

**The State will:**

- Require submission of plans from the regional site and its team
- Require an annual written report on use of funds from the governmental unit
- Provide guidance on use of funds
- Monitor the use of funds via the annual report required from the governmental unit to ensure funds are used for purposes outlined above

**This agreement provides reimbursement from the State to the Governmental Unit for:**

Coordinator/team member stipends (not to exceed Subtotal = \$30,000.00)

Intervention Arts (Subtotal = \$6,000.00)

Miscellaneous regional projects (Subtotal - \$8,000.00)

**3 Payment**

**3.1 Consideration.** As outlined above:

- a) *Compensation.* The State will pay the Governmental Unit up to \$44,000.00 (forty four thousand dollars and zero cents)
- b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the governmental unit as a result of this agreement will not exceed \$0.00 (zero dollars and zero cents); provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this document by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- c) *Total Obligation.* The total obligation of the State under this agreement will not exceed \$44,000.00 (forty four thousand dollars and zero cents)

**3.2 Payment**

- a) *Invoices.* Payments will be made upon submission of invoices following the schedule outlined here:  
Disbursement terms-
- \$33,000.00 (thirty three thousand dollars and zero cents) within 30 (thirty) days of agreement execution and receipt of invoice
  - \$11,000.00 (eleven thousand dollars and zero cents) upon receipt of invoice and acceptance of annual report, and year-end budget report due June 30, 2016.

This agreement provides reimbursement only. If the Governmental Unit has excess funds remaining from the payment schedule, the Governmental Unit will return excess funds, if any, to the State within thirty (30) calendar days.

**4 Authorized Representatives**

The State's Authorized Representative is Susan H. Mackert, Executive Director, Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley MN 55422, tel. 763.2790.4160, or his/her successor.

The Governmental Unit's Authorized Representative is William Hanson – Financial Officer, Duluth Public Schools ISD 0709, 215 North 1<sup>st</sup> Avenue East, Duluth Minnesota 55802, tel. 218.336.8704, or his/her successor.

**5 Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**6 Indemnification**

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit 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 Governmental Unit'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 Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: [Signature]

Date: 10/16/15

CFMS Contract No. A- 16A25

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy