

## AMENDMENT TO AGREEMENT

The Sub-Recipient Funding Agreement for the State of Minnesota, Department of Employment and Economic Development, Workforce Development Division, Health Career Pathways (the "Agreement") between the City of Duluth ("City") and **ISD 709 Adult Basic Education** ("Grantee") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota is amended as set forth below.

WHEREAS, the City and Grantee entered into the Agreement on or about September 15, 2016 (Approved by City Resolution #16-0668) (City Contract# #22977);

WHEREAS, the City has been awarded an additional \$50,000 in grant funding from the State of Minnesota (the "Program Grant"), acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED"); and

WHEREAS, the City desires to award a portion of the additional grant funding to Grantee for performance of its obligations under the Agreement and to extend the time of performance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. The first sentence of Paragraph 1 (Award) is amended as follows:

The City awards a Subgrant to the Grantee in the amount of ~~Six Thousand Three Hundred Seventy Nine Dollars and no/100<sup>th</sup> (\$6,379.00)~~ Twelve Thousand Three Hundred Seventy Nine Dollars and no/100<sup>th</sup> (\$12,379.00) for Grantee's performance of its obligations under the Program Grant including:

2. Paragraph 3 (Time of Performance) is amended as follows:

Grantee must start the Program ~~upon~~ effective January 1, 2017 regardless of the date of execution of this Agreement and complete the Program on or before ~~December 31, 2017~~ June 30, 2018. The City is not obligated to pay for

any Program costs incurred after that date or any earlier termination, whichever occurs first.

3. Except as specifically amended pursuant to this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

*[Remainder of this page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

**CITY OF DULUTH, MINNESOTA**

**ISD 709 ADULT BASIC EDUCATION**

By \_\_\_\_\_  
Mayor

By *Douglas A. Hansen*  
Its: CFD

ATTEST: \_\_\_\_\_  
City Clerk

Dated: 9/21/17

Dated: \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_  
City Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ORIGINAL  
CONTRACT

SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
ISD 709 ADULT BASIC EDUCATION  
AND  
CITY OF DULUTH  
FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION  
HEALTH CAREER PATHWAYS

**THIS AGREEMENT**, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Center; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars and no/100 (\$72,427.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education ("the Project"). The Project Specific Plan ("PSP") is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Six Thousand Three Hundred Seventy-Nine Dollars and no/100<sup>th</sup> (\$6,379.00) for Grantee's performance of its obligations under the Program Grant including:
  - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
  - B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce 1 reporting and the Healthcare Careers Healthcare Project data.
  - C. Submit invoice outlining services provided with supportive documentation to City Manager on a quarterly basis. Examples of documentation for services include detailed receipts and timesheets.
  - D. Coordinate with City staff on scheduling for services and/or workshops.
  - E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
  - F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

3. **TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before December 31, 2017. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

5. **DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,316 in the SFY 2016 and \$3,063 in SFY 2017 with the total amount not to exceed \$6,3790.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices can be submitted on a monthly basis, but must be submitted quarterly. Quarterly due dates are as follows:

- September 15, 2016
- February 15, 2017
- June 15, 2017
- October 15, 2017

Payment for services will be sent within 45 days of receipt of invoice.

6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

*City:* City of Duluth  
Manager, Workforce Development  
402 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
218-730-5241  
Attn: Paula Reed

**GRANTEE:** ISD 709 Adult Basic Education  
Attn: Patricia Fleege, Program Director  
215 N 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
218-722-8985

**7. GENERAL CONDITIONS.**

**A. General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

**B. Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

**C. Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

**D. Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**E. Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

**F. Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

**G. Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

## **8. ADMINISTRATIVE REQUIREMENTS.**

**A. Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

### **B. Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments**. The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement**. The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

#### 9. MISCELLANEOUS.

A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Copyright**. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

C. **Relationship of the Parties**. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT**. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

ISD 709 ADULT BASIC EDUCATION

By \_\_\_\_\_  
Mayor

By W. C. Hanson

Attest: \_\_\_\_\_

Its: CFO

\_\_\_\_\_  
City Clerk

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

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

Its: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

As to form:

\_\_\_\_\_  
City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan

Exhibit B: Award Letter

Exhibit C: Work Plan

Exhibit D: Budget Narrative

Exhibit E: Grantee's Budget



**STUDENT TUITION CONTRACT**

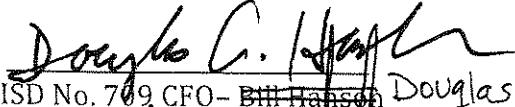
**WHEREAS**, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

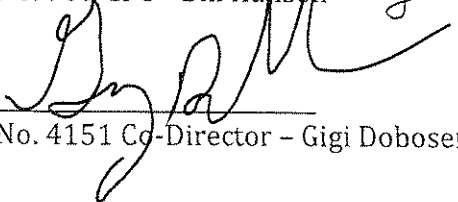
**WHEREAS**, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

**THEREFORE**, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student \_\_\_\_\_ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Noah Young, District 4151 anticipates paying for the equivalent of one semester long class for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ( $\$6188 * 1.2 / 6 / 2$ ) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 31st day of Augst 2017.

  
ISD No. 709 CFO - ~~Bill Hanson~~ Douglas A. Husler

  
ISD No. 4151 Co-Director - Gigi Dobosenski



### STUDENT TUITION CONTRACT

**WHEREAS**, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

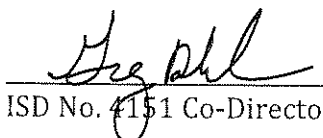
**WHEREAS**, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

**THEREFORE**, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student \_\_\_\_\_ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Nelson, District 4151 anticipates paying for the equivalent of two year-long classes for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ( $\$6188 * 1.2 / 6 / 2$ ) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 20th day of September 2017.

  
ISD No. 709 CFO- Douglas Hasler

  
ISD No. 4151 Co-Director - Gigi Dobosenski

**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 Duluth Public School District ("Contractor") whose designated business address is 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802-2058 and MN 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. The district and/or school will participate in Project Dream Catcher, an initiative to train American Indian education staff to carry out behavior observations that are conducted as part of interventions, special education evaluations, functional behavior assessments, behavior manifestation determinations and similar special education procedures.
  - a. The school will designate up to 3 Indian Education staff and one special education staff member that will participate in Project Dream Catcher.
2. Sites will receive ongoing coaching by MN Department of Education (MDE) identified consultant(s) through twice monthly virtual meetings.
  - a. Coaching will focus on developing observation skills, interpretation of behavior, cultural considerations when analyzing behavior, presenting information orally and in written reports and collaboration between programs.
3. In addition, each site will receive at least one on-site visit with MDE identified consultant(s).
4. It is anticipated that Indian Education staff members will conduct at least 5 behavior observations during the course of this annual plan agreement, although the actual number will depend on student referrals.
5. Special education staff members will ensure that their Indian Education counterparts are included in evaluation plans and invited to meetings.
6. As appropriate, participating sites may be asked to share with MDE identified consultant(s) redacted copies of documents such as Individualized Educational Plans (IEPs) or excerpts from evaluation reports that summarize the results of behavior observations and decisions made regarding students.
  - a. Copies of documents that are normally prepared but with student information redacted will be shared as appropriate.
  - b. Sites are not required to prepare reports specifically for this project.

The Contractor will be paid an amount not to exceed \$1,500.00 upon completion of the above services, for a grand total not to exceed \$1,500.00.

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 at 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 Agreement 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 Agreement.
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/mnit/programs/policies/accessibility/>
  - A. Contact the MDE Communication Office at [mde.contactus@state.mn.us](mailto: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 the MDE Communication Office at [mde.contactus@state.mn.us](mailto: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, 12 pt. Calibri, 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:  
Elizabeth Watkins, English Learners

Elizabeth.Watkins@state.mn.us  
651-582-8678

B. Contractor's Authorized Representative is:  
William Gronseth, Superintendent  
william.gronseth@isd709.org  
218-336-8752

**13. Term of Agreement and Payment Information**

- A. Agreement Begin Date: October 11, 2017 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 Agreement 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: May 30, 2018
- 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 \$1,500.00
- E. The total amount that the State agrees to pay for this annual plan is not to exceed \$1,500.00
- F. Contractor must submit one invoice upon completion of the above services, which is due no later than June 21, 2018 to Accounts Payable.
- G. Invoice must include the following information:
  - i. MDE's Authorized Representative's name
  - ii. The Purchase Order (PO) and Agreement 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 Agreement 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:	Jennifer G. Fleckner
Date:	Sept. 25, 2017
Annual Plan T-number:	18A37
Purchase Order (PO) number:	3000016638

2. CONTRACTOR:

By:	W. J. Samuel
Title:	Superintendent
Date:	9/26/17

3. STATE AGENCY:

By (authorized signature):	Patricia Schneider
Title:	Actg Operations Mgr
Date:	9-26-17