



## 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 709 at 215 North First Avenue East, Duluth Minnesota 55802 for Duluth Ordean East Middle School ("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 arts integration for Minnesota K-12 educators and administrators to improve education statewide. It is also in need of examples of high-quality arts-integrated units of instruction to share and disseminate.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** November 1, 2016 or, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** September 29, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

A team of four (4) teachers at the Duluth Ordean East Middle School will participate in the 2016-2017 Perpich Arts Integration Network of Teachers, a multi-year professional development program in arts integration aimed at increasing student learning and instructor capacity. This agreement provides for reimbursement to the school for expenses related to this program based on a school team of four (4) participants.

#### Governmental Unit Responsibilities

**Duluth Public Schools and the Duluth Ordean East Middle School agree to:**

- Support team efforts to design and implement arts integration;
- Allow one (1) day release time for teacher workshop attendance and, additional release time as requested by teachers and agreed upon by administration, for team planning and/or co-teaching
- Create and submit an interim report of progress to be received no later than June 30, 2017
- Create and submit a fiscal year end budget report for the project to be received no later than July 31, 2017
- Provide an administrator to attend an on-line regional meeting for school leaders in the school year

**The teacher team at Duluth Ordean East Middle School of Duluth Public School, ISD 709 agrees to:**

- Participate in professional development coaching meetings (dates to be negotiated with program staff), and online learning community to learn, practice, and share arts integrated instruction that is standards-based and student-centered
- Collaboratively plan and implement integrated student learning experiences
- Design and implement aligned assessments of student learning
- Engage in professional inquiry in order to continually improve classroom and school skill in arts integration
- Learn and use technology tools necessary to participate in and document work created and/or developed within the project
- Meet with Perpich Center facilitators regularly, and provide response to on-line and face to face coaching
- Participate in project evaluation(s) upon request
- Electronically document project process and products, including completed unit plans and examples of student work, on a timely basis
- Complete necessary paperwork, gather media release forms, and report on progress and budget as required

State/Agency Responsibilities

**The State will:**

- Plan, book, organize and implement all Perpich Arts Integration Network of Teachers events and activities.
- Facilitate professional learning for teachers, in-person and online, that is focused on building capacity to design, assess aligned units of arts integration aimed at increasing student learning, and aid Teachers in expansion of technology skills
- Require the submission of completed arts integrated unit plans from the school site and team
- Provide guidance on use of funds
- Monitor the use of funds via the year-end report received from the participating team to ensure funds are used for purposes outlined above
- Require annual written reports on use of funds from the School

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

**Participation in Professional Development in Region (Subtotal = \$1951.45)**

1. **Substitute Teachers:** One day of Substitute Teacher Reimbursement for four (4) team members to attend one (1) school year workshop day. The workshop will take place 8:30am to 4pm Central Time in Duluth, Minnesota on a date to be determined in the 2016-2017 school year
2. **Mileage:** Mileage reimbursement based on State of MN Commissioner's Plan rates in effect at time expenses are incurred. Reimbursement is permitted for:
  - i. Four (4) teachers to make one round trip from school site to the Twin Cities metropolitan area to attend a summer workshop
  - ii. An administrator to attend the June 2017 conference in the Twin City metropolitan area
3. **Honorariums:** An honorarium of up to \$200 will be paid per teacher or, at the rate dictated by the teacher union contract during summer workshops when teachers are off-contract. There is a 1-day workshop in June 2017, for a total of 1 day
4. **Meals:** Dinner reimbursement up to \$16 per person when the team members stay overnight away from home for Perpich Center workshops. Tax and gratuities should be included in reimbursement however, the cost of alcoholic beverages cannot be included

**Arts Integration Planning, Implementation, Documentation, and Assessment at School:** (Subtotal = \$2,000): the team will receive a sum of money which, they must decide in collaboration with Perpich facilitators, how to spend and subsequently to plan, implement, document, and assess arts integrated units. This sum is calculated on a rate of \$500 per teacher on the team; the team allotment for Duluth Ordean Middle School is \$2,000

These funds can be used for:

- Substitute teacher costs for planning and co-teaching,
- Honorarium funds for work (planning, reflecting, coordinating) outside contract hours (based on Duluth Public Schools daily rate specified in the teacher union contract if applicable).
- Community and teaching artist resources (residencies, fieldtrips, guest experts in classroom, etc.)
- Supplies and materials for arts-integrated lessons

The following expenditures **are not** appropriate use of these 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
- Activities that engage in political lobbying, serve the religious socialization of participants or discriminate against any persons or groups

### 3 Payment

As outlined above, the State will pay the governmental unit up to \$3,951.45 (three thousand nine hundred fifty one dollars and forty five cents)

**Invoices:** Payments will be made upon submission of invoices following the schedule outlined here:

Payment disbursement terms:

\$2,963.59 (two thousand nine hundred sixty three dollars and fifty nine cents) within 30 (thirty) days of agreement execution and receipt of invoice

\$987.86 (nine hundred eighty seven dollars and fifty six cents) upon receipt of invoice and receipt and acceptance of narrative report, and year-end budget report due July 31, 2017.

The agreement provides reimbursement only. If the Governmental Unit has excess funds remaining from the payment schedule, the parties will determine whether to discontinue the Project or retain the Project for the 2017-2018 academic year. If the Project is discontinued, the Governmental Unit will return excess funds, if any, to the State within thirty (30) calendar days. If the Project is continued, the Governmental Unit will retain the unused funds for the 2017-2018 academic year.

The State will determine and provide written direction on additional parameters for use related to the Perpich Arts Integration Network of Teachers in the event that there are excess funds after all of the above outlined activity is completed.

The total obligation of the State under this agreement will not exceed \$3,951.45 (three thousand nine hundred fifty one dollars and forty five cents)

### 4 Authorized Representatives

The State's Authorized Representative is Pam Paulson Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley Minnesota 55422, telephone 763.279.4187, or his/her successor.

The Governmental Unit's Authorized Representative is Peggy Blalock, Duluth Public Schools ISD 709, 215 North First Avenue East, Duluth, Minnesota 55805, telephone 218.336.8700 or 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.

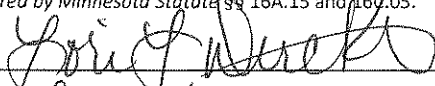
**10 Termination**

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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 9-30-16

CFMS Contract No. A- 115894

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. GOVERNMENTAL UNIT**

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

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

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

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

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

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

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

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