



## 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:

- Compensation.* The State will pay the Governmental Unit up to \$44,000.00 (forty four thousand dollars and zero cents)
- 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.
- 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- 116A25

**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