

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(d), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: PERPICH CENTER FOR ARTS EDUCATION	Name of Contractor: Duluth ISD 709
Current contract term: 08.01.2017 – 12.31.2017	Project Identification: Duluth Regional Center

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: 06.30.2018
Why is it necessary to amend the end date? Life and scope of project have been extended through end of School Year/Fiscal Year 2018.

2. <input checked="" type="checkbox"/> Amend Duties and Cost	Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below:	
Original:	\$22,650.00
This Amendment:	\$22,650.00
New Total:	\$45,300.00
2b. Describe the amendment: Increasing the life of the agreement from one half year to cover the entire school/fiscal year.	

3. Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Contract Start Date:	<u>08.01.2017</u>	Total Contract Amount:	<u>\$45,300.00</u>
Original Contract Expiration Date:	<u>12.31.2017</u>	Original Contract:	<u>\$22,650.00</u>
Current Contract Expiration Date:	<u>[IF APPLICABLE]</u>	Previous Amendment(s) Total:	<u>-0-</u>
Requested Contract Expiration Date:	<u>06.30.2018</u>	This Amendment:	<u>\$22,650.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Perpich Center for Arts Education ("State") and Duluth Public Schools ISD 0709, 215 North 1st Avenue East, Duluth Minnesota 55802 ("Contractor").

Recitals

1. The State has an agreement with the Vendor identified SWIFT Contract No. 128038
2. The State and the Vendor are willing to amend the Original Agreement as stated following:

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1.

1 Term of Agreement

- 1.1 **Effective date:** August 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~December 31, 2017~~ June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2.

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 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 = ~~\$9,250.00~~ \$18,500.00)

Peer Coaching (Subtotal = ~~\$2,250.00~~ \$4,500.00)

Curriculum & Assessment Development (Subtotal = ~~\$9,500.00~~ \$19,000.00)

Art James for Media Arts Education (Subtotal = ~~\$1,650.00~~ \$3,300.00)

REVISION 3.

3 Payment

3.1 Consideration. As outlined above:

- a) *Compensation.* The State will pay the Governmental Unit up to ~~\$22,650.00 (twenty two thousand six hundred fifty dollars and zero cents)~~ \$45,300.00 (forty five thousand three hundred 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 ~~\$22,650.00 (twenty two thousand six hundred fifty dollars and zero cents)~~ \$45,300.00 (forty five thousand three hundred dollars and zero cents).

3.2 Payment

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

Disbursement terms-

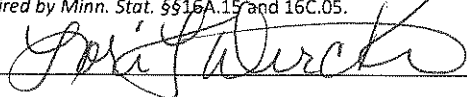
- \$16,987.50 (sixteen thousand nine hundred eighty seven dollars and fifty cents) within 30 (thirty) days of agreement execution and receipt of invoice
- \$16,987.50 (sixteen thousand nine hundred eighty seven dollars and fifty cents) within 30 (thirty) days of amendment execution and receipt of invoice
- ~~\$5,662.50 (five thousand six hundred sixty two dollars and fifty cents)~~ \$11,325.00 (eleven thousand three hundred twenty five dollars and zero cents) upon receipt of invoice and acceptance of annual report, and year-end budget report due ~~December 31, 2017~~ June 30, 2018

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.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: 

Date: 10-13-17

SWIFT Contract No. 128038

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy