

Status Encumbered

Status Change Date

2015-01-14

Action Select...

Contract Specialist

Vicki Berends

Date Submitted	Name of Auth. Rep (Person managing APA)	Name of Preparer	Fund	FinDeptID	AppropID	UFARS/
1/7/2015	Carolyn Cherry	Barbara Kizzee	3000	E373D230	E370811	CFDA 84.027A

Division	PC Bus. Unit	ProjectID(3000 Fund)	ActivityID (3000 Fund)	Source (3000 Fund)
Special Education	E3701	E3708114	A	REIMB

Contractor Name:

ISD 0709

Contractor Address:

ISD 0709 - Duluth

ATTN: Laura Fredrickson

215 N 1st Ave E

Duluth, MN 55802-2069 - laura.fredrickson@isd709.org

Vendor Number: 00000194009

New APA PDF:

File Attachment

Amendment - attach a copy of the original APA when routing an amendment for signature

File Attachment

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **ISD 0709** ("Contractor") and the **Minnesota Department of Education** ("State"). 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 services:

The Minnesota Department of Education (MDE) must submit a State Systemic Improvement Plan (SSIP) to the US Department of Education by April 2, 2015. The SSIP is to increase graduation rates for students with disabilities, especially Black and American Indian students. Districts have been selected to become pilots for implementing evidence-based practices (EBPs) to improve graduation rates and outcomes for students with disabilities. The District will gather stakeholder input, leadership team development, district planning and infrastructure analysis, and strategies and reporting of progress. The District will:

1. Make arrangements for one or two focus group meetings to be held in the district by February 27, 2015. District will work with MDE team to determine group participants, scheduling and arrangements, and use of protocol and logistics for focus groups.
2. Initiate a leadership team to meet at least monthly to review district data, district needs, district infrastructure, stakeholder input (i.e., surveys, focus groups) and begin the planning process to select appropriate evidence-based practices to implement. The district is expected to submit meeting agendas, notes and relevant documentation to the Authorized Representative and the Director of Special Education at MDE.
3. The district will communicate progress to the MDE team and problem solve in a collaborative manner. The leadership team will review and give input into the *District and MDE Agreement to Actively Manage SSIP Pilot Implementation* (aka 'Give/Get Chart') with MDE team as the planning process begins.
- 4.

A payment of \$2,500 will be made upon the successful completion of the focus groups and submission of a mid-point report outlining the districts' progress related to activities in item #2 by March 20, 2015. A final payment of \$2,500 will be made upon the submission of a second report outlining the district subsequent progress for activities in item #2 and a preliminary plan for implementing an evidence-based practice to increase graduation rates for students with disabilities in the district.

Partial Payment - \$2,500 (March 20, 2015) and \$2,500 (June 30, 2015)

APA Begin Date 1/26/2015

APA End Date 6/30/2015

APA term may not cross state fiscal years

Amended New End Date

Amount for services \$ 5,000.00	Amount for expenses \$ 0.00	Total amount to be paid \$ 5,000.00
Amendment amount for services \$	Amendment amount for expenses \$	Total amount for this amendment \$
		Revised total to be paid \$

Contractor: By signing this agreement the Contractor agrees to perform the services within the terms and conditions of this agreement including the terms set forth on Attachment A which is attached and incorporated into this Agreement. The Contractor certifies it is not a State employee, a family member or relative of any MDE employee, and is not currently working under any other Annual Plan Agreement or Professional/Technical contract which might call for payment for the same or similar services for the same time period.

1. Division Director: By: _____ Date: _____	2. Contractor By: <u>W. C. Hanson</u> Date: <u>1/27/15</u>	3. State Agency: Dept of Education By: _____ Date: _____
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ADMINISTRATIVE SERVICES USE ONLY	INVOICE SECTION (TO BE COMPLETED WHEN WORK HAS BEEN PERFORMED)
Contract ID #: 0...78905 Annual Plan Category #: 1	<input type="checkbox"/> I hereby certify that I have completed the services in the manner as prescribed above. NOTE: APA & EXPENSE FORM MUST BE SUBMITTED TOGETHER FOR PAYMENT. When travel is required and outlined below in the services section, Contractor will be reimbursed for airfare, lodging, transportation, parking and meals up to the expense amount shown below. Except for meals, receipts are required for all expenses. Payment will be made based upon actual expenses incurred and in accordance with the State Commissioner's Plan. Contractor Signature: _____ Date: _____
Acct. Code (Services): 411375 Acct. Code(if expenses): 411374 Annual Plan FY15: T #15A37 UNSPSC/ Category Code: 80101500	
ENCUMBRANCE VERIFICATION Date of Encumbrance: <u>1/14/2015</u> Signature: _____	<input type="checkbox"/> I certify that the services have been satisfactorily performed by the contractor in accordance with this Agreement and payment therefore is hereby recommended. Amount for Services: _____ Amount for Expenses: _____ Total Amount to be Paid: _____ Partial _____ Final _____ Authorized Representative Signature: _____ Date: _____

Attachment A

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 in 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 5(b), 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 contract 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 contract.

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. **Debarment and Suspension Certification** Contractor agrees to follow the President's Executive Order

12549 and the implementing regulation "Non-procurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions;" unless excluded by law or regulation.

10. 325I.05 VIDEO CAPTIONING

Subdivision 1. **Requirement.** A person may not in the ordinary course of business distribute a prerecorded videocassette tape or similar audio-visual material to a videotape seller or videotape service provider unless it is open-captioned or closed-captioned for the deaf and hard of hearing. For purposes of this section, "videotape seller" and "videotape service provider" have the meanings given them in section 325I.01.

Subd. 2. **Enforcement.** A person who violates this section is subject to the penalties and remedies provided in section 8.31, except subdivision 3a.

Subd. 3. **Application.** This section applies to prerecorded videocassette tapes or similar audio-visual material that:

(1) is primarily produced for sale to educational institutions, training facilities, state or local government agencies, or medical facilities; and

(2) is released or rereleased on or after June 1, 1997, and more than 500 copies are produced in the release or rerelease; or

(3) is produced by a governmental entity for educational purposes.

History: 1995 c 143 s 1

11. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- Use only print-quality department logo. Request a copy from linda.hildebrant@state.mn.us.
- Copy must follow latest edition of the AP (Associated Press) Stylebook.
- Copy must be free of typographical and grammatical errors.
- Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
- Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
- Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.

Please direct questions regarding printed material to the authorized representative for this Agreement.