

**RESOLUTION**

Authorizing a Joint Powers Agreement with the  
State of Minnesota/Department of Education

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the Joint Powers Agreement with the State of Minnesota/Department of Education for implementing evidenced based practices in the Early Childhood Special Education Programs attached hereto is hereby approved.

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its **Department of Education** ("State") and **Independent School District- Duluth Public School District #0709-01** ("Governmental Unit"). This is a Cohort 1 agreement. Cohort 1 is the name for the first round of MN school districts that have applied and been accepted into this program by the Department of Education.

Each Joint Powers Agreement falls into 2 categories that are categorized as either Part C or Part B depending on the child's age (see attachment A with the base rate, child count rates and, decelerating funding schedule determined during date of initial application). Attachment A is incorporated and attached into this agreement.

- Part C Innovation = Base + \$50.00 per child count (0-2) on December 1, 2014  
 Part B Innovation = Base + \$100.00 per child count (3-5) on December 1, 2014

### 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:

Local education agencies (LEAs, which are also known as Minnesota school districts), the Governmental Units, who are implementing evidenced based practices in Early Childhood Special Education Programs in order to improve outcomes for eligible young children and their families and reduce the overall cost of service. Implementation with fidelity requires 5 years of training, coaching, data collection and systems interventions to ensure fidelity and full incorporation of evidenced based practices into the culture of the local program. This contract creates a five year decelerating financial agreement between the local education agency and the Minnesota Department of Education to approved ensure that funds for approved implementation expenses are available to the local early childhood program in order to build needed skills and capacity in local programs to ensure sustainability in of evidenced based practices long-term.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** **Upon Execution**, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** **June 30, 2020** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

Governmental Unit Responsibilities will include:

- Providing necessary staff to fill roles of the selected innovation. All innovation installation will require sufficient time dedicated for individuals to perform the duties of such roles
- Attend meeting or training necessary for beginning understanding and then ongoing expansion of skills with regard to the use of the selected innovation
- Developing and maintaining a local implantation team, with regular meeting frequency and membership
- Submit data on a monthly (or less frequent schedule as determined by the innovation) schedule for a 5 year period
- Submit invoices for allowable training and implementation expenses on a quarterly basis
- Upon request, share local data with MDE for implementation fidelity study and improvements

If Governmental Unit were to discontinue use of this innovation during any year of this five (5) year agreement, this Governmental Unit will be UNABLE to apply for additional innovation work for the NEXT five (5) years. If a Governmental Unit were discontinued from any Cohort project, the Governmental Unit will automatically be unenrolled in all Cohort projects that they may currently be enrolled in.

A Governmental Unit may apply for a different innovation in subsequent Cohort years if the program completed a new application, demonstrated all necessary readiness qualities, and was selected during the review process. An additional contract agreement would have to be established and put in place for a different 5 years of funding as established in this

agreement.

Department of Education Responsibilities

- Make training for selected professionals with regard to specific innovation regionally available at no cost to the Governmental Unit
- Provide skilled external coaching time to the program on the same decelerating rate as financial supports. Services will guide the Local implementation team and support the internal coach(es) of the program
- Provide data collection tools and schedule as appropriate
- Support the Governmental Unit programs with use of Active Implementation frameworks within their program

**3 Payment**

See Attachment B for 5 year budget breakdown which is attached and incorporated into this agreement. This attachment defines the decelerating financial supports that will be available for this innovation work within the Early Childhood Special Education program. This is based on the total funding allocated in year one of the contract.

Allowable expenses for practitioners who are being trained and expected to use the practices of this innovation include expenditures for mileage, meals, overnight hotel stays, substitution costs, required training materials, stipends for work on non-contract days (up to \$125.00 per day). When expenditures for mileage, meals, overnight hotel stays are being claimed, the Non-State Person's Expense Claim form, that is attached and incorporated into this agreement, must be completed and submitted with the quarterly invoice to MDE. Mileage must have start and end mileage recorded for each day traveled. When meals are being claimed, the work start and end time must be clearly listed for each day meals are being claimed.

Work of an internal coach is essential for the ongoing and successful use of the selected innovation. Funds may be used to support a portion of a professional position with release to conduct this work. Compensation would be provided to the district for a portion of the coaches' salary up to \$125.00 per day of work in this dedicated role of internal coach.

*Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this Agreement will be reimbursed in the same manner and in no greater amount than provided in the current complete "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget that can be found at <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp> which is incorporated in to this Agreement 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.

The school district (Governmental Unit) will invoice MDE for allowable expenses up to the established limit for each year on a quarterly basis.

Invoices will be submitted on a quarterly basis for each of the following months each calendar year for the duration of this agreement:

- September – invoice due October 15th
- December – invoice due January 15th
- March – invoice due April 15th
- June – invoice due July 15th

Expenses incurred beyond this maximum yearly amount become the fiscal responsibility of the school district.

If the total allocated amount for each year is not used to support this innovation at the program level, unspent portions will be forfeited to MDE for allocation to other applicants.

**Submit itemized invoices that document appropriate expenses via email to Accounts Payable and the Authorized Representative:**

MN Department of Education  
Accounts Payable Section  
[MDE.AccountsPayable@state.mn.us](mailto:MDE.AccountsPayable@state.mn.us)

And,

Michelle Dockter, Division of Special Education  
Authorized Representative: [michelle.dockter@state.mn.us](mailto:michelle.dockter@state.mn.us)

Total obligations by fiscal year, not to exceed amounts listed in Attachment C, that is attached and incorporated into this agreement.

The total obligation of the State under this agreement will not exceed \$70,800.00 for the five year period.

*Federal funds.* Payments under this contract will be made from federal funds obtained by the State through CFDA numbers 84.173A for Part B and 84.181A for Part C. The Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.

**4 Authorized Representatives**

The State's Authorized Representative or his/her successor is:

Michelle Dockter - Early Childhood Special Ed  
1500 Hwy 36 West  
Roseville MN, 55113  
Phone: 651.582.8347  
Email: [michelle.dockter@state.mn.us](mailto:michelle.dockter@state.mn.us)

The Governmental Unit's Authorized Representative or his/her successor is:

Name: William Gronseth  
Title: Superintendent of Schools  
Address: 215 N 1<sup>st</sup> Ave E.  
City/State/Zip: Duluth, MN 55802  
Phone: 218-336-8752  
Email: [William.gronseth@isd709.org](mailto:William.gronseth@isd709.org)

**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 and Federal Audits**

**7.1 State Audit.** 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.

**7.2 Federal Audit.** All state and local governments, colleges and universities, and non-profit organizations that expend \$500,000 or more of Federal awards in a fiscal year must have a single audit according to OMB Circular A-133. This is \$500,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

**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/VerifySubCertForm.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: Jennifer A. Bury  
Date: July 22, 2015

SWIFT Contract No. 96969 tied to Purchase Order #3000011516

**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

Minnesota Department of  
**Education**

**State of Minnesota Joint Powers Agreement: Attachment A**

Part C funds will be allocated to programs who are installing one of these CoE innovations  
 Family Guided Routines Based Interventions (FGRBI)  
 RP<sup>2</sup> Home visiting practices

Base funding will be calculated at the date of application. Rate will be determined by the Part C December 1, 2014 child count. This district 0-2 child count will be multiplied by \$50.00 and added to base for the total amount of support in the first year of this contract. This base rate will NOT be altered during the 5 years of the contract. This base rate will be provided on a decelerating rate as illustrated below:

Year of cohort work	Formula for funding
2015- 2016 (1)	Base rate (\$12,000) + Number of part C children on Dec 1, 2014 data x \$50. = Total
2016-2017	80% of Total in year one
2017-2018	60% of Total in year one
2018-2019	40% of Total in year one
2019-2020	20% of Total in year one

Part B funds will be allocated to programs who are installing one of these CoE innovations  
 Classroom Engagement Model (CEM)  
 The Pyramid Model  
 RP<sup>2</sup> Classroom based practices

Base funding will be calculated at the date of application. Rate will be determined by the Part B December 1, 2014 child count. This district 3-5 child count will be multiplied by \$100.00 and added to base for the total amount of support in the first year of this contract. This base rate will NOT be altered during the 5 years of the contract. This base rate will be provided on a decelerating rate as illustrated below:

Year of cohort work	Formula for funding
2015- 2016 (1)	Base rate (\$12,000) + Number of part B children on Dec 1, 2014 data x \$100. = Total
2016-2017	80% of Total in year one
2017-2018	60% of Total in year one
2018-2019	40% of Total in year one
2019-2020	20% of Total in year one





**NON-STATE PERSON'S EXPENSE CLAIM**

→ *Type or print all entries - See instructions on reverse*

ACCOUNTS PAYABLE USE ONLY	
Voucher Number	Date Entered
	Initials

1. Name (First, M.I., Last) \_\_\_\_\_

2. Home Address, City, State, Zip Code \_\_\_\_\_

3. Telephone Number ( ) - \_\_\_\_\_

4. SWIFT Vendor Number NA \_\_\_\_\_

5. Normal Work location: Name, Address, City, State, Zip Code: \_\_\_\_\_

6. E-mail address name.name@xxx.xxx \_\_\_\_\_

7. MDE Department Representative: \_\_\_\_\_

8. Name of workshop, meeting, conference. \_\_\_\_\_

9. DATE OF EXPENSE	10. MILEAGE TRAVELED		11. MEALS				12. OTHER EXPENSES (Receipts for Lodging, Registration Fee, Parking, etc. MUST Be Attached)	
	FROM (Address/City)	TO (Address/City)	TRIP MILES	B	L	D	COST	DESCRIPTION
				\$	\$	\$	\$	
<b>13. SUMMARY TOTALS</b>				\$	\$	\$	\$	

14. MILEAGE

TRIP MILES \_\_\_\_\_ X

RATE PER MILE\* = \$ \_\_\_\_\_

Cents \_\_\_\_\_

MEALS \$ \_\_\_\_\_

OTHER EXPENSE \$ \_\_\_\_\_

15. TOTAL DUE \$ \_\_\_\_\_

\*The Department Representative will inform you of the current MILEAGE RATE to use.

I hereby certify that the expenses claimed above are actual, correct, and that no other payment has been received nor will be claimed for same expenses. Additionally, per IRS language, any expenses not submitted within a reasonable amount of time (60 days) from the date they are incurred, are considered taxable income and need to be reported. See IRS Publication 15 (Circular E).

FOR DEPARTMENT REPRESENTATIVE

MDE Purchase Order Number: \_\_\_\_\_ Record PO No. from Joint Powers Agreement

Date MDE Received Invoice (From Vendor): \_\_\_\_\_

Is this expense claim for an event which occurred within the past 60 days? Y or N \_\_\_\_\_

Is this the final or partial payment for purchase order? Partial or Final \_\_\_\_\_

Department Representative Division: \_\_\_\_\_

I hereby certify that all services in connection with the expenses claimed have been performed in accordance with specifications and recommend payment of this claim.

Department Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

16. Claimant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# NON-STATE PERSON'S EXPENSE CLAIM (ED-00792)

## INSTRUCTIONS FOR COMPLETION

The **NON-STATE PERSON EXPENSE CLAIM** is used to reimburse persons who are not Department employees for expenses they have incurred in working for the Department under the direction of a Department staff member (**Department Representative**). Reimbursement expenses are automobile mileage, meals, lodging, registration fees and other expenses claimable by Department employees. These expense reimbursements are governed by terms of the Commissioner's Plan prepared by the Department of Employee Relations.

Non-state persons may not be reimbursed for meals and lodging within a 35 mile radius of their normal office unless the Department Representative has obtained a prior Special Expense authorization (ED-01637), which must be attached to the submitted claim.

**Expense report should be submitted to MDE quarterly with invoice to ensure prompt and proper payment.**

Please type or print legibly. Missing information will delay processing of reimbursement. **Attach receipts as specified below. Photocopies of receipts are not acceptable.** If originals have been lost or destroyed, (except for lodging – a duplicate invoice must be requested from the hotel), an affidavit may be obtained from the Department Representative to be completed and attached to this claim.

Specific instructions for other items are as follows:

### ITEM    ENTRY

1. Enter the name of the Department Representative who engaged your services.
2. Enter the name of the workshop, meeting, conference, etc. that you attended.
3. Enter month, date and year this expense was incurred.
4. **Mileage Traveled:** for computing travel, enter FROM and TO locations (city-to-city if different, street addresses if within the same city). If more than one location involved in the trip, enter FROM and TO locations for each stop and mileage between each location. (**NOTE: MAPQUEST can be used to determine trip miles.**)
5. **Meals:** Enter cost(s) of breakfast, lunch and/or dinner (including tax and tip). Information on maximum reimbursement rates will be provided by the Department Representative. You cannot be reimbursed for others meals or alcoholic beverages.
6. **Other Expenses:** Use this section to record the following expenses: Lodging; air, rail or bus fare; registration fee; taxi expense; and parking fees. Give cost and description of each. **Receipts must be attached for all items with the exception of telephone calls and parking paid at meters.**
  - Lodging: Enter the amount paid for hotel, motel, or other accommodations including tax.
  - Air, rail or bus fare: Enter cost of fares (including tax) for approved travel.
  - Registration fee: Enter registration fee paid for an approved conference.
  - Taxi and parking: Enter taxi or limousine expense paid for transportation. For parking, enter expenses paid for parking, indicate meter parking
  - Telephone calls: Information on maximum reimbursement rates will be provided by the Department Representative.
7. **SUMMARY TOTALS:** Enter totals for **TRIP MILES, MEALS** and **OTHER EXPENSES (#10, 11 & 12).**
8. Calculate mileage expense after obtaining current rate from Department Representative.
9. **TOTAL DUE:** Add **SUMMARY TOTALS** for **MEALS** and **OTHER EXPENSES** to total mileage amount.
10. Certify claim by signing and dating. Deliver (with receipts attached) to the Department Representative who will process them for your reimbursement.

**ATTACHMENT C**

Part C funds through Joint Powers with District programs						
School/Cohort 1	2015-16 (1)	2016-17 (2)	2017-18 (3)	2018-19 (4)	2019-20 (5)	TOTAL
Virginia	\$12,600.00	\$10,080.00	\$7,560.00	\$5,940.00	\$2,520.00	\$37,800.00
River Bend	\$14,000.00	\$11,200.00	\$8,400.00	\$5,600.00	\$2,800.00	\$42,000.00
Owatonna	\$13,450.00	\$10,760.00	\$8,070.00	\$5,380.00	\$2,690.00	\$40,350.00
Minnetonka	\$13,300.00	\$10,640.00	\$7,980.00	\$5,320.00	\$2,660.00	\$39,900.00
	<b>\$53,350.00</b>	<b>\$42,680.00</b>	<b>\$32,010.00</b>	<b>\$21,340.00</b>	<b>\$10,670.00</b>	<b>\$160,050.00</b>
Richfield	\$11,320.00	\$9,480.00	\$5,660.00	\$7,830.00	\$0.00	\$28,300.00
Zumbro Ed	\$11,280.00	\$9,480.00	\$5,640.00	\$7,820.00	\$0.00	\$28,200.00
Moorhead	\$13,360.00	\$10,020.00	\$6,680.00	\$5,340.00	\$0.00	\$33,400.00
Mankato	\$12,760.00	\$9,570.00	\$6,380.00	\$3,190.00	\$0.00	\$31,900.00
	<b>\$48,720.00</b>	<b>\$36,540.00</b>	<b>\$24,360.00</b>	<b>\$17,180.00</b>	<b>\$0.00</b>	<b>\$121,800.00</b>
Year total Part C	\$102,070.00	\$79,220.00	\$56,370.00	\$33,520.00	\$10,670.00	\$281,850.00

Part B funds through Joint Powers with District programs						
School/Cohort 1	2015-16 (1)	2016-17 (2)	2017-18 (3)	2018-19 (4)	2019-20 (5)	TOTAL
Duluth	\$23,600.00	\$18,880.00	\$14,160.00	\$9,440.00	\$4,720.00	\$70,800.00
South Wash	\$40,300.00	\$32,240.00	\$24,180.00	\$16,120.00	\$8,060.00	\$120,900.00
Westonka	\$15,500.00	\$12,400.00	\$9,300.00	\$6,200.00	\$3,100.00	\$46,500.00
N St. Paul	\$26,800.00	\$21,440.00	\$16,080.00	\$10,720.00	\$5,360.00	\$80,400.00
Eastern CC	\$21,500.00	\$17,200.00	\$12,900.00	\$8,600.00	\$4,300.00	\$64,500.00
Marshall	\$15,800.00	\$12,640.00	\$9,480.00	\$6,320.00	\$3,160.00	\$47,400.00
	<b>\$143,500.00</b>	<b>\$114,800.00</b>	<b>\$86,100.00</b>	<b>\$57,400.00</b>	<b>\$28,700.00</b>	<b>\$430,500.00</b>
Rochester	\$22,240.00	\$24,180.00	\$16,120.00	\$8,060.00	\$0.00	\$80,600.00
Elk River	\$24,480.00	\$18,360.00	\$12,240.00	\$6,120.00	\$0.00	\$61,200.00
St. Francis	\$17,280.00	\$12,960.00	\$8,640.00	\$4,320.00	\$0.00	\$43,200.00
Deer River	\$11,600.00	\$8,700.00	\$5,800.00	\$2,900.00	\$0.00	\$29,000.00
	<b>\$85,600.00</b>	<b>\$64,200.00</b>	<b>\$42,800.00</b>	<b>\$21,400.00</b>	<b>\$0.00</b>	<b>\$214,000.00</b>
Year total Part B	\$229,100.00	\$179,000.00	\$128,900.00	\$78,800.00	\$28,700.00	\$644,500.00