



March 18, 2010



Enclosed is the executed contract for Duluth Public Schools ASAP grant. Suzanne Bursh has authorized our accounting department to proceed with payment.

Questions regarding:

- **Grant terms**, please contact Barbara Cox via e-mail at Barbara.cox@pcae.k12.mn.us or via phone at 763-591-4762.
- **Payment**, please contact Suzanne Bursh via phone at 763-591-4636 or via e-mail at suzanne.bursh@pcae.k12.mn.us.

Thanks for all your help toward executing this contract.

Jennifer Manning
OAS Senior, Contracts
763-591-4705

Enclosures: Contract Original

STATE OF MINNESOTA
GRANT CONTRACT

CFMS # B40682
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This grant contract is between the State of Minnesota, acting through its Perpich Center for Arts Education ("State") and Duluth Public Schools (Laura McArthur Elementary School), an Anchor Organization, not an employee of the State of Minnesota, address 215 North First Avenue East, Duluth, MN 55802, 218-336-8717 ("Grantee").

Recitals

1. Under Minn. Stat. § 12.061 the State is empowered to enter into this grant.
2. Under Minn. Stat. § 129.10 Subd C the Perpich Center for Arts Education is empowered to enter into this grant.
3. The State is in need of high quality arts education learning for all K-12 students in Minnesota, and the ASAP professional development program grants build the capacity of teachers and teaching artists to improve k-12 arts education statewide.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** March 5, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

As the Anchor Organization, the grantee will partner with Artist Rachel Nelson to participate in the Arts and Schools as Partners professional development grant program.

During the course of the grant period, the anchor organization and their assigned partner organizations will:

- 1) participate in PCAE program workshops (dates negotiated with PCAE) and planning to learn and develop partnering skills;
- 2) collaboratively plan and implement student learning experiences and professional development; and
- 3) document, assess, and communicate their work, including completion of reporting as requested and required by program staff.

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The Anchor Organization assumes responsibility for coordination of the partnership organizations and for management and reporting of all program activities and all expenditure of funds, inclusive of reports from the partnership organizations.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows:

A total of \$11,000 is awarded to each school and arts partner team for the two-year grant period. The grantee is the named fiscal agent for the partner team.

Payment disbursement terms:

\$3,850 within 30 days of contract execution.

\$1,650 upon receipt and acceptance of project plan and budget reports due June 15, 2010

\$3,850 upon receipt and acceptance of project plan and budget reports due October, 2010.

\$1,650 upon receipt and acceptance of final reports, which are due May 15, 2011.

Upon successful completion of year one and two, teams will be eligible to apply for a third and final year of funding.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$11,000 (Eleven Thousand dollars and Zero cents).

4.2. Payment

Invoices. No invoices are required for this contract. Payments will be made as stated in the payment disbursement terms listed in 4.1 Consideration.

Federal funds. (Where applicable, if blank **this section does not apply**) Payments under this grant contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

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6 Authorized Representative

The State's Authorized Representative is Barbara Cox, Arts Education Partnership Coordinator, Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley, MN 55422, 763-591-4762, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each report submitted for payment.

The Grantee's Authorized Representative is Keith Dixon, Superintendent, Duluth Public Schools, 215 North First Avenue East, Duluth, MN 55802, 218-336-8700. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant contract Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this grant contract 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 grant contract, or their successors in office.

7.2 Amendments. Any amendment to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

7.4 Grant Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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 grant contract.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights**

The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of and are paid for under this grant contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

The Grantee hereby assign to the State all rights, title and interest to the Materials. Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by the law for the Materials. The Materials created under this grant contract by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act.

All of the Materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than the performance of the Grantee's obligations under this grant without the prior written consent of the State's Authorized Representative.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers= Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

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13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee 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 tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: *Kasaland A. L. Johnson*

Date: 2-25-10

CFMS Grant contract No. B- 40682

3. **STATE AGENCY**

By: *Pedra Fitzgibbon-Meyer*
(with delegated authority)

Title: AMB

Date: 3-5-10

2. **GRANTEE**

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

By: *Scott M. L...*

Title: Superintendent of Schools

Date: 3/1/10

By: _____

Title: _____

Date: _____

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

State Accounting Information:

Agency:	Fiscal Year: 2010 / 2011	Vendor Number: 009-709000 00
Total Amount of Contract: FY10 \$5,506 \$11,000.00 FY11 \$5,500		Amount of Contract First FY:
Commodity Code: 023 11	Commodity Code:	Commodity Code:
Object Code: 5600	Object Code:	Object Code:
Amount: 5500.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 100	Fund: 100	Fund:
Appr: CAE	Appr: CAE	Appr:
Org/Sub: 3402	Org/Sub: 3402	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$5,500	Amount: \$5,500	Amount:

ACTIVITY ASAP

ACTIVITY ASAP

Processing Information: [some entries may not apply]

Start Date: 03/05/10 End Date: 06/30/11 (as defined in section IV to follow)

Requisition: _____
number / date / entry initials

Solicitation: _____
number / date / entry initials

Contract: B40682/2-25-10/PA
number / date / entry initials

Orders: _____
number / date / signature
number/date/signature

[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§ 16A15 and 16C.05.]
identification number and Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action requiring GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any. ***This grant contract will not be approved unless these numbers are provided.*** These numbers will be available to federal and state tax authorities and state personnel involved in approving the grant contract and the payment of state obligations.

Grantee Name and Address: Duluth Public Schools (Laura MacArthur Elementary School)
215 North First Avenue East
Duluth, MN 55802

Soc. Sec. or Federal Employer I.D. No. 416003776

Minnesota Tax ID No (if applicable) 8014301

THIS PAGE OF THE GRANT CONTRACT CONTAINS PRIVATE INFORMATION. EXCEPT AS
DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED OR DISTRIBUTED
EXTERNALLY WITHOUT EXPRESS WRITTEN PERMISSION OF THE GRANTEE.

If you circulate this Grant Contract internally, only offices that require access to the tax identification number
AND any individuals/offices signing this Grant Contract should have access to this page.