

**AMENDMENT COVER SHEET**  
**JOINT POWERS AGREEMENT AMENDMENTS**  
(Minn. Stat. §§ 16C.05, subd. 2(c), 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: MN Department of Education (MDE)	Name of Contractor: Duluth Public School District #0709-01
Current contract term: 11/15/19-12/30/19	Project Identification: SWIFT contract #167861 to implement P3 systems

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.

<b>1. X Amendment to the end date of the agreement</b>
<b>Proposed New End Date: February 29, 2020</b>
<b>Why is it necessary to amend the end date?</b> On Nov. 20, 2019 the federal government approved MDE's end date extension request from Dec. 30, 2019 to Feb. 29, 2020 for the preschool development grant (PDG) that is funding this project. MDE is amending this Joint Powers Agreement to extend the end date to Feb. 29, 2020 to match the funding source end date.

<b>2. <input type="checkbox"/> Amend Duties and Cost                                  X Amend Duties Only</b>
<b>2a. If cost is amended, insert amount of original agreement AND amount of each amendment below:</b>  
<b>2b. Describe the amendment:</b> The due dates for tasks are being extended to allow additional time to complete each task.

<b>3. <input type="checkbox"/> Amendment to change other terms and conditions of the agreement</b>
<b>Describe the changes that are being made:</b>  

Agreement Start Date:	<u>Nov. 15, 2019</u>	Total Agreement Amount:	<u>\$20,000.00</u>
Original Agreement Expiration Date:	<u>Dec. 30, 2019</u>	Original Agreement:	<u>\$20,000.00</u>
Current Agreement Expiration Date:	<u>Dec. 30, 2019</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>Feb. 29, 2020</u>	This Amendment:	<u>\$0.00</u>

This amendment #1 is by and between the State of Minnesota, through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #0709-01 whose designated business address is 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802 (“Governmental Unit”).

### Recitals

1. The State has an Agreement with the Governmental Unit identified as SWIFT Contract Number 167861 (“Original Agreement”) to begin implementing components of comprehensive, inclusive prekindergarten to grade three (P3) systems. P3 systems are a K-12 reform effort intended to improve the quality and coherence of children’s learning and care experiences from the prenatal stage through grade three.
2. On Nov. 20, 2019 the federal government approved MDE’s end date extension request from Dec. 30, 2019 to Feb. 29, 2020 for the preschool development grant (PDG) that is funding this project. MDE is amending this Joint Powers Agreement to extend the end date to Feb. 29, 2020 to match the funding source end date and to add additional time to complete tasks for this project.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

### Agreement Amendment #1

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

**REVISION 1.** Clause 1. “**Term of Agreement**” is amended as follows:

- 1.1 **Effective date:** Upon execution, the last date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** ~~December 30, 2019~~, February 29, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 2. “**Agreement between the Parties**” is amended as follows:

#### 2 Agreement between the Parties

##### The Governmental Unit’s responsibilities will include:

- 2.1 Identify staff who will serve as the P3 project coordinator and/or P3 implementation specialist.
- 2.2 Select P3 strategies and develop a P3 Regional Collaborative Implementation plan with support of the MDE Authorized Representative (AR). The P3 Regional Collaborative Implementation plan should be completed and emailed to the MDE AR no later than two (2) weeks after execution of this Joint Powers Agreement.
  - a. The P3 strategies will be selected by the Governmental Unit to determine the best approach for their community. Required P3 strategies areas are: partnerships and collaborations, transitions, and high-quality programming and/or teaching. Other P3 strategies include, but are not limited to: learning environments, instructional effectiveness, family engagement, data-driven improvement, and access to programming and services.
- 2.3 Provide and support necessary staff to fill roles of the selected strategies. Strategies will require sufficient time dedicated for individuals to perform the duties of such roles.

- 2.4 Provide a minimum of two workshops/trainings that focus on P3 implementation elements and invite community partners and at least one neighboring district to participate. The Governmental Unit can provide in-house workshops/trainings for this task. These two workshops/trainings should be completed no later than ~~December 23, 2019~~ February 26, 2020.
  - a. The Governmental Unit should notify the MDE AR when the workshops/trainings will be held and provide a list of attendees no later than three business days before the events are conducted.
- 2.5 Participate in a case study that will highlight progress and accomplishments of P3 work. The information from the case study will be collected no later than ~~December 20, 2019~~ February 27, 2020.
- 2.6 Participate in an MDE created pre- and post-evaluation that will be in the form of a digital or online survey of the P3 work. The pre-assessment should be completed no later than two (2) weeks after execution of this Joint Powers Agreement. The post-assessment should be completed no later than ~~December 20, 2019~~ February 27, 2020.
- 2.7 Participate in at least two professional development opportunities related to P3 work. MDE will notify the Governmental Unit of other professional development opportunities if they become available.
  - a. Participate in the MDE provided Equity Focused training that will be held December 3-4, 2019, at Metro State University in St. Paul, Minnesota. Attendance at the Equity Focused training will be considered as one of the two professional development opportunities.
- 2.8 Create a P3 leadership team comprised of district, community, and county representatives, with at least one member also serving on the district's World's Best Workforce (WBWF) advisory council. The list of P3 leadership team members should be submitted to the MDE AR no later than ~~December 20, 2019~~ February 26, 2020.
- 2.9 Identify components and/or priorities of a comprehensive, inclusive three year P3 plan that should be submitted to the MDE AR no later than ~~December 20, 2019~~ February 26, 2020. MDE understands and acknowledges that the Governmental Unit may not be able to generate an exhaustive list of components and/or priorities by ~~December 20, 2019~~ February 26, 2020.
- 2.10 Attend and participate in the P3 Regional Collaborative kickoff event to be held in accordance with clause 2.15 of this Agreement.

**MDE's responsibilities will include:**

- 2.11 Provide weekly individualized check-in calls with P3 project coordinator and/or P3 implementation specialist to support implementation activities.
- 2.12 Review P3 Regional Collaborative Implementation plan and provide feedback.
- 2.13 Provide support, individualized training and technical assistance to implement P3 programming and systems.
- 2.14 Conduct monthly conference calls with implementation specialists and invited others that are working on this project.
- 2.15 Conduct a P3 Regional Collaborative kickoff event that is anticipated to go from 10am to 3pm CT for Governmental Unit staff to attend. The date and location of the event will be mutually agreed upon between the MDE AR and Governmental Unit and will be held no later than three (3) weeks after execution of this Agreement. The kickoff event may be delivered in person or via webinar as mutually agreed upon between MDE and the Governmental Unit.
- 2.16 Assist the P3 Regional Collaborative staff with gathering and analyzing data.
- 2.17 Provide an evaluation plan survey tool to the P3 Regional Collaborative and analyze data.
- 2.18 Help the P3 Regional Collaborative make connections with other districts and community partners.

The due dates of tasks listed in this Joint Powers Agreement may be adjusted as needed based upon mutual written agreement between MDE and the Governmental Unit. If any dates are adjusted then the tasks should be completed before the Joint Powers Agreement end date.

Except as amended herein, the terms and conditions of the Original Agreement 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: Jessie A. Fleckner  
Date: Dec. 4, 2019

SWIFT Contract No. 167861 tied to  
PO # 3000021676

**2. GOVERNMENTAL UNIT**

By: Cathie Eilson  
Title: CFO  
Date: 12/5/19

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 the Office of State Procurement*

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy



Ford Automotive Career Exploration (ACE) Program

FORD TRAINING EQUIPMENT DONATION AGREEMENT

This EQUIPMENT Donation Agreement ("Agreement"), entered into this 11/7/2019 is by and between Ford Motor Company ("FORD"), whose address is 1555 Fairlane Drive, Allen Park, Michigan 48101 and Denfeld High School ("SCHOOL") whose address is 401 N 44th Ave W, Duluth, MN 55807

RECITALS

- A. FORD is willing to donate to SCHOOL certain EQUIPMENT as defined below, in support of SCHOOL's automotive training in the FORD Automotive Career Exploration (ACE) Program.
B. SCHOOL is willing to receive the EQUIPMENT and use it for the purpose and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS & CONDITIONS

- 1. "EQUIPMENT" shall mean production sub-assemblies of vehicles (for example, but not specifically engines, transmissions, etc.), or other production items to support an automotive training program (for example, but not specifically VCMs, tools specific to FORD vehicles, etc.) as identified below:

Table with 3 columns: Serial Number, Description, Quantity. Row 1: UBAF00067R, 3.0L Diesel Engine Turbocharger, 1.

- 2. Donation.
(a) FORD hereby donates the EQUIPMENT specified above to SCHOOL, to be held and used by SCHOOL or its designees in accordance with the terms and conditions of this Agreement:
(b) All intellectual property including any trademarks and tradenames owned by FORD, including but not limited to intellectual property, trademarks and tradenames incorporated in or on the EQUIPMENT ("INTELLECTUAL PROPERTY") are, and will remain the exclusive property of FORD. SCHOOL shall not take any action that jeopardizes the INTELLECTUAL PROPERTY, and shall acquire no licenses or any other rights in the INTELLECTUAL PROPERTY. SCHOOL acknowledges and agrees that nothing in this Agreement shall be construed to be an assignment of any rights in any of Ford INTELLECTUAL PROPERTY, and that it will not assign, sublicense, transfer, or otherwise convey its rights or obligations under this Agreement.
(c) ALL EQUIPMENT IS USED. SCHOOL AGREES THAT THE EQUIPMENT IS BEING DONATED IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

3. Location; Risk of Loss. Upon execution of this Agreement and upon delivery of the EQUIPMENT to SCHOOL, the EQUIPMENT shall become the property of SCHOOL, and SCHOOL shall bear the risk of loss of and damage to the EQUIPMENT and/or any personal injury (including death) or property damage caused by SCHOOL's use of the Training EQUIPMENT, in each case including loss or damage that occurs despite SCHOOL's or FORD's exercise of reasonable care.
4. FORD expressly disclaims, and SCHOOL expressly releases FORD from any and all liability associated with the EQUIPMENT.
5. Taxes, Fees and Other Permits. SCHOOL shall pay all occupational taxes and governmental charges imposed in connection with the use and operation of the EQUIPMENT.
6. Delivery. FORD shall be responsible for delivery of the EQUIPMENT to SCHOOL [OR SCHOOL] shall pick up the EQUIPMENT at \_\_\_\_\_ FORD shall not be responsible for any delay in delivery or availability of the EQUIPMENT.
7. Use of EQUIPMENT.
  - (a) SCHOOL may utilize the EQUIPMENT only for training programs. When the EQUIPMENT is no longer useful for training, SCHOOL shall properly dispose of the EQUIPMENT in such a manner as to ensure that the EQUIPMENT or any of its/their components can no longer be used or sold or have any value other than as scrap. The EQUIPMENT will be disposed of at SCHOOL's expense, including transportation to any scrap yard and any other associated fees. SCHOOL is entitled to collect and keep any funds received for the scrap value of the EQUIPMENT.
  - (b) The EQUIPMENT may not be installed or used on vehicles operated on public roads. SCHOOL shall not use or operate the EQUIPMENT in violation of any federal, state, local, or provincial law, rule, regulation or ordinance. The EQUIPMENT shall be operated at all times in a safe, careful and lawful manner and by legally qualified operators. Under no circumstances shall any such operators be presumed to be the agent, servant or employee of FORD, nor shall any of them be deemed to be under FORD's exclusive direction and control.
  - (c) In no event shall SCHOOL make the EQUIPMENT available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than (i) SCHOOL's own authorized designees, or (ii) FORD and its designated agents.
8. Confidentiality and Publicity. Except as required by law, SCHOOL shall not disclose or publicize to any third party: (i) any description of the EQUIPMENT, technical specifications or other information about the EQUIPMENT, (ii) the nature or terms of this Agreement, or (iii) the results of any testing, inspection or evaluation by SCHOOL without FORD's prior written consent. SCHOOL shall take the necessary steps to familiarize all appropriate employees and students of its obligations under this paragraph.
9. Force Majeure/Limitation of Liability.
  - (a) FORD shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond FORD's control.
  - (b) **IN NO EVENT SHALL FORD BE LIABLE FOR ANY DAMAGE TO THE EQUIPMENT AND/OR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY SCHOOL'S USE OF THE TRAINING EQUIPMENT, OR FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR**

**FAILURE OF THE TRAINING EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME.**

10. Dispute Resolution. If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation with the Model Procedure for Mediation of Business Disputes of the Center for Public Resources ("CPR"). Each party will bear equally the costs of the mediation.
- (a) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within twenty (20) calendar days.
  - (b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days.
  - (c) If the mediation is not successful, either party may initiate litigation. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.
11. Miscellaneous.
- (a) This Agreement constitutes the entire agreement between the parties and may only be amended, modified or supplemented by a written amendment executed by FORD and SCHOOL. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.
  - (b) Failure by FORD to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions or rights.
  - (c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service sent to the address of the party listed above.
  - (d) Electronic Signature. A faxed signature or other electronically transmitted signature (i.e. via a .pdf file) on this Agreement will have the same legal force and effect as though it were the original of such signature

By its signature below, SCHOOL represents that such person is the duly authorized representative of SCHOOL and SCHOOL hereby accepts and acknowledges receipt of the EQUIPMENT listed above and has read, understands, and is in agreement with the terms and conditions of this Agreement.

**Signature Page Follows**

Please return this completed Agreement to the Regional Technical Talent Placement Specialist  
[apinker3@ford.com](mailto:apinker3@ford.com)

SCHOOL

*Steve B. Soland*  
Instructor's Signature

Steve B. Soland  
Instructor's Printed Name

*Catherine Erickson*  
SCHOOL Officer/Authorized Representative's Signature

Catherine A. Erickson  
SCHOOL Officer/Authorized Representative's  
Printed Name

11-20-19  
Date

*Jamie K...* 11/26/19

\_\_\_\_\_  
Date

CFD  
SCHOOL Officer/Authorized Representative's  
Title

EQUIPMENT Delivery Contact at SCHOOL:

Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Ford Motor Company (FORD)

**Name:** Adam Pinkerton

**E-Mail:** [apinker3@ford.com](mailto:apinker3@ford.com)

**Title:** Regional Technical Talent Placement Specialist

**Date:** 11/7/2019