

DUBUQUE COMMUNITY SCHOOL DISTRICT

NOTICE OF PUBLIC MEETING

You are hereby notified that the Board of Education of the Dubuque Community School District will meet at 12:00 p.m. on the 19th day of January 2023, at the Forum, 2300 Chaney Road, Dubuque, Iowa.

DUBUQUE COMMUNITY SCHOOL DISTRICT
2300 Chaney Road
Dubuque, Iowa

Date Posted: January 18, 2023

By:

Carolyn Mauss, Board Secretary

<p>SPECIAL BOARD MEETING January 19, 2023 12:00 p.m.</p>
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- I. Call to Order and Roll Call
- II. Approve the Agenda
- III. Approve the Contract with the State of Minnesota–Minnesota State Academies
- IV. Other Items
- V. Adjournment

MISSION

To develop world-class learners and citizens of character in a safe and inclusive learning community.

Agenda

Recommendation:

✓ I move that the Board of Education approve the agenda as submitted

Motion for Service Contract

Recommendation:

✓ I move that the Board of Education approve the service contract with the State of Minnesota-Minnesota State Academies for \$10,000.00 for educational services



State of Minnesota

Income Contract

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through the Minnesota State Academies ("State") and Dubuque Community School District whose designated business address is 2300 Chaney Road Dubuque, Iowa 52001 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 125.71 the State is empowered to enter into income contracts.
2. The Purchaser is in need of educational services for the second semester of the 2022-2023 school year for 1 student at the Minnesota State Academy for the Blind.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. January 23, 2023 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 8, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- Provide direct and indirect educational services, including residential placement.
- Provide assistance with classroom work and the residential setting.
- Provide assistance to develop skills in various activities with Blind/Visually Impaired peers.
- Provide sports experience and other extra-curricular activities, optional.
- Other services as needed and agreed upon between both parties.

3. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

- The Purchaser will pay the State \$ 10,000 per semester for educational services.
- All payments for services will be made to the Minnesota State Academies Accounts Payable 615 Olof Hanson Drive Faribault, MN 55021.
- An Invoice for services will be sent in June to the Authorized Representative listed on this contract, after the second semester is completed.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$ 10,000 plus the cost of other services as agreed upon, if needed.

4. Authorized Representative

The State's Authorized Representative with Delegate Authority is Amber Miller, Fiscal Services Director, amber.miller@msa.state.mn.us 507-384-6605, or his/her successor or delegate.

The State's Authorized Student Support Services Director is Brittany Thomforde, Brittany.thomforde@msa.state.mn.us 507-384-6677 or his/her successor or delegate.

The State's Contract Coordinator is Patty Rux, patty.rux@msa.state.mn.us 507-384-6606 or his/her successor or delegate.

The State's Accounts Receivable contact is Sara Vollbrecht, sara.vollbrecht@msa.state.mn.us 507-384-6608 or his/her successor or delegate.

The Purchaser's Authorized Representative is Kate Parks, School Board President, kparks@dbqschools.org 563-552-3000 his/her successor.

If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed, and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

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

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State. *Additionally, Purchaser and State must comply with the Family Educational Rights and Protection Act (FERPA) with regard to the confidentiality of any Education Records, as defined by FERPA, created, maintained, transmitted, or exchanged by and/or between Purchaser and State.*

If the Purchaser *or State* receives a request to release the data referred to in this clause, the *party receiving such request* must immediately notify and consult with the *other party's* Authorized Representative as to how the *such party* should respond to the request. The Purchaser *or State's* response to the request shall comply with applicable law.

8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this 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, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchasers' books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. Governing Law, Jurisdiction, and Venue.

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

11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____