

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through The Minnesota State Academies 615 Olof Hanson Drive Faribault, MN 55021 507-384-6605 ("State") and Cedar Falls Community School District 1002 W 1st Street Cedar Falls, IA 50613 ("Purchaser").

Recitals

1. Under Minn. Stat. § 125A.71 subdivision 3 and other applicable law the State is empowered to enter into income contracts.
2. The Purchaser is in need of Educational services for student [REDACTED].
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** September 5th, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** May 31st, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- Provide all educational services, including residential placement.**
- Ensure the use of an American Sign Language (ASL) environment.**
- Provide assistance with classroom work.**
- Provide extracurricular and leadership opportunities after school hours.**

3 Payment

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

The Academies will bill the school district per semester \$10,000 twice a school year.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is **\$ 20,000 for all services.**

4 Authorized Representatives

The State's Authorized Representative is Mike Hopwood, Fiscal Services Director, 507-384-6605, or his/her successor.

The State's Contract Coordinator is Patricia Rux, 507-384-6606, or his/her successor.

The Purchaser's Authorized Representative is Dr. Tracy Jones, Coordinator of Student Services, 319-553-2591 Tracy.Johns@cfschools.org or his /her successor.

The Purchaser's Contract Coordinator is Carrie DeBerg carrie.deberg@cfschools.org or his/her successor.

5 Amendments, Waiver, and Contract Complete

- 5.1 **Amendments.** Any amendment to this 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 contract, or their successors in office.
- 5.2 **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.

5.3 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 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 contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

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

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

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 terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

(Provided by Department of Administration)

1. PURCHASER

By: _____

Title: _____

Date: _____

2. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

Title: _____

Date: _____