



**Application & Reimbursement Request
FY 2025 - 2026**

**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs



Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2026 through June 2026 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 24, 2026

GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

Email Applications to John Engelking - NESC

APPROVAL COMMITTEE: NESC CTE

Subcommittee: Danette Seboe, Scott Patrow, Kristi Berlin, Shannon Malovrh, John Engelking

The Rural CTE Grant will fund externship grants of 80 to 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires them to indicate their business partner. The Budget Committee will review applications and provide notice of approval. Requests for NESC payment are due by July 1, 2026.

IF APPROVED, SUBMIT REIMBURSEMENT REQUEST, INVOICE, AND SUPPORTING DOCUMENTS TO:

Kathy Jankila and John Engelking

Name of the proposed CTE Externship Project or Projects.	
Digital Marketing externship with Zac Carlson Creative LLC	
If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. (Yes or No)	
Primary Project Contact Name/Email/Phone:	
Zac Carlson / zaccarlsonphoto@gmail.com / 1-763-242-0709	
Teacher(s) Assigned to Externships Name/Email/Phone:	
Cameron Kolodge / cameron.kolodge@isd709.org / 1-218-590-2077	
Primary Project School:	
Duluth East High School	
Primary Partners (businesses or industries) Marketing, Branding, Public Relations, Social Media Strategy,	

District Number :	ISD709
Proposed Project Start Date:	Could start remote May 1, 2026 otherwise in person June 6th 2026
Projected number of students impacted as a result of the Externship	~300 per year. Utilizing this experience as real world examples to explain related concepts to students.
Project Grade Level(s) Impacted:	9-12
Describe the activities, goals, and intended outcomes/student impact:	<p>Activities: I will assist with four concurrent contract projects involving Social Media Branding with alignment to the brand mission, image, and target markets. I will also learn the pricing, legal structures, and internal branding/marketing of the host company.</p> <p>Goals: Gain broad understanding of the rebranding process, gain technological understanding of the general industry, understand the process of pitching to clients.</p> <p>Outcomes/Student Impact: Use this knowledge to brand the newly developed school store, Deca communications, and Business Education department in general. Share my first hand knowledge of these projects with students to show the real world application of what we are learning in class.</p>
Indicate if this externship was previously funded and the source of that funding.	Hoping to gain funding from the FY 2025 - 2026 Career & Technical Education Grant Externships / Professional Development Request
Hourly Rate and Total Requested Funding. (IE, The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Amount:	My host has the contract work lined up to accommodate up to 200 hours for the externship but I will take whatever is available @\$30/hr. I am hoping for at least 80 hours to have a meaningful experience.

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief, and that I have the authority to apply for the requested award and in the amount requested.

Simone Zurich
 Signature of Business Manager

 Signature of Authorized Supervisor

Simone Zurich
 Printed Name

 Printed Name

Exec. Dir. Finance & Business Serv.
 Title

 Title

4/14/26
 Date

 Date



**Application & Reimbursement Request
FY 2025 - 2026
Career & Technical Education Grant
Externships / Professional Development Request
Basic Project Information and Externship Details
For Office Use: UFARS Code 305 Costs**

Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2026 through June 2026 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 24, 2026

GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

[Email Applications to John Engelking - NESC](mailto:john.engelking@nesc.org)


APPROVAL COMMITTEE: NESC CTE

Subcommittee: Danette Seboe, Scott Patrow, Kristi Berlin, Shannon Malovrh, John Engelking

The Rural CTE Grant will fund externship grants of 80 to 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. **Districts are limited to \$7,000 per academic year**, and this may be reduced and equitably distributed to accommodate more requests. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires them to indicate their business partner. The Budget Committee will review applications and provide notice of approval. Requests for NESC payment are due by July 1, 2026.

IF APPROVED, SUBMIT REIMBURSEMENT REQUEST, INVOICE, AND SUPPORTING DOCUMENTS TO:

[Kathy Jankila and John Engelking](mailto:kathy.jankila@nesc.org)

<p>Name of the proposed CTE Externship Project or Projects. Agate Acres and Duluth East Partnership</p>	
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. Yes</p>	
<p>Primary Project Contact Name/Email/Phone: Sonja Hakanson, sonja.hakanson@isd709.org, 608-408-0437</p>	
<p>Teacher(s) Assigned to Externships Name/Email/Phone: Sonja Hakanson, sonja.hakanson@isd709.org, 608-408-0437</p>	
<p>Primary Project School: Duluth East High School, Duluth MN</p>	

Primary Partners (businesses or industries) Agate Acres, Two Harbors MN	
District Number :	709
Proposed Project Start Date:	5/01/2026
Projected number of students impacted as a result of the Externship	100+
Project Grade Level(s) Impacted:	9-12
Describe the activities, goals, and intended outcomes/student impact:	
Indicate if this externship was previously funded and the source of that funding.	No
Hourly Rate and Total Requested Funding. (IE, The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Amount:	\$30.00 X 80 = 2,400 plus 16% in benefits = \$2784.00

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief, and that I have the authority to apply for the requested award and in the amount requested.

Simone Zunic
 Signature of Business Manager

 Signature of Authorized Supervisor

Simone Zunic
 Printed Name

 Printed Name

Exec. Dir. Finance, Business Services
 Title

 Title

4/20/26
 Date

 Date



**DATA SHARING AGREEMENT FOR RELEASE
OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION**

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND, is entered into as of July 1, 2026 ("Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2026-2027 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to the District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
 - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

 - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District’s direct control.

 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not disclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2027. On July 1, 2027, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: _____ By: _____
 Director of Assessment / Evaluation / Performance

DATE: 4-28-26 By: AMY GALAROWICZ

Title: DIRECTOR, TRIO UPWARD BOUND & UPWARD BOUND MATH + SCIENCE
 Phone: 218-723-6760

DATE: 4-28-26 By: Simone Znuich
 Executive Director, Business Services, Duluth Public Schools

**DATA SHARING AGREEMENT FOR RELEASE
OF DATA UNDER “SCHOOL OFFICIAL” EXCEPTION**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2026. (Effective Date”). The District and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2026-2027 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”) allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a “school official” exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a “school official.”

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to the District.** Requesting Entity is a *NON - PROFIT ORGANIZATION* whose *TUTOR* will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records

as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.

4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
 - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each STUDENT TEACHERS must review and sign the acknowledgement and consent form attached hereto as Exhibit A.

 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).

 - c. The use and maintenance of Protected Student Data by TUTOR TEACHERS shall be at all times subject to the District’s direct control.

 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting

Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2027. On July 1, 2027, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: _____

By: _____
Director of Assessment / Evaluation / Performance

DATE: 4/28/26

By: Kirsten Walker, Kirsten Walker

Title: Director, TR10 Talent Search

Phone: 218-310-5699

DATE: _____

By: Shirine Zureich 5.6.26
Exec. Dir. Finance & Business Services

Shirine Zureich

DCYF USE ONLY	Vendor Name ISD 0709	Supplier ID 0000194009	PO Number 3000002289
EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

**FY 2026 ANNUAL PLAN AGREEMENT
T# 26A58/ Contract Number 270355
STATE OF MINNESOTA, DEPARTMENT OF CHILDREN, YOUTH, and FAMILIES**

This Annual Plan Agreement (“AGREEMENT”) is between the State of Minnesota, acting through its Department of Children, Youth, and Families, **Early Learning Services Division** (“STATE”), and **ISD 0709 709 Portia Johnson Drive, Duluth, MN 55811; Jennifer.jaros@isd709.org**, an independent contractor, and not an employee of the State of Minnesota (“VENDOR”).

By signing this AGREEMENT, VENDOR agrees to perform the following work under the terms and conditions listed below:

- 1. Terms of Agreement.** The effective date of this AGREEMENT is **April 1, 2026** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The expiration date of this AGREEMENT is **June 30, 2026**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 2. Vendor’s Duties.**

- A.** VENDOR, which is not a STATE employee, agrees to perform the following work and services under the terms and conditions listed below:

- Attend a one-hour project orientation and question-and-answer session live or watch the recording.
- Participate in initial conversations with STATE to “get to know” each other and share information about the community and the VENDOR services.
- Together with other communities, participate in kick-off meeting that will introduce a process that will be used to surface the community’s Early Childhood Care and Education (ECCE) issues and solutions.
- Assemble a group of key representatives of various ECCE programs and settings in the community (school-based, Head Start, family child care, and center-based child care) who will serve as members of the VENDOR’s team.
- Engage in every other month (approximately five total) whole group convenings in which the community will identify key ECCE questions, develop solutions, and implement actions that will strengthen and sustain the mixed delivery ECCE system within the community.
- Coordinate and engage in alternating months from the whole group convening (approximately four total) for individual community meeting with STATE team for

DCYF USE ONLY	Vendor Name ISD 0709	Supplier ID 0000194009	PO Number 3000002289
EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

support in implementing actions that will strengthen and sustain the mixed delivery ECCE system within the community.

- Complete documentation that will be used to summarize outcomes and recommendations learned from the projects by **June 30, 2026**. This could be in the format of notes, a report, PowerPoint slides, or another format determined in partnership between the VENDOR and STATE.

3. **Scope of Agreement.** VENDOR must not perform any work under this AGREEMENT until STATE has signed this document and STATE’s Authorized Representative notifies VENDOR to begin work.
4. **Conditions of Payment.** All services that VENDOR provides pursuant to this AGREEMENT must be performed to STATE’s satisfaction, as STATE determines in its sole discretion. STATE will not pay VENDOR for any work that STATE considers unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, regulation, or policy. Under Minnesota Statutes, section 16C.08, subdivision 2(10), STATE will not pay more than 90 percent (90%) of the amount due under this AGREEMENT until STATE’s agency head reviews and approves the final product that VENDOR delivers under this AGREEMENT. Accordingly, the STATE will pay full invoice amounts equal to ninety percent (90%) of the total obligation, and then withholding the remaining ten percent (10%). Once work is complete, VENDOR will invoice for the withheld retainage.
5. **Consideration and Terms of Payment.** STATE will pay for all services that VENDOR performs under this AGREEMENT as follows:
 - A. **Invoices.** The STATE will pay VENDOR promptly after VENDOR’s presentation of invoices for services performed if STATE’s Authorized Representative accepts the invoices and services as satisfactory. Invoices are due no later than July 15, 2026 for services from upon execution of the agreement through June 30, 2026.
 - B. **Compensation.** STATE will pay VENDOR for services satisfactorily performed as stated in Clause 2.
 - C. **Reimbursement.** STATE will reimburse VENDOR for travel and subsistence expenses actually and necessarily incurred by VENDOR in performance of this AGREEMENT in an amount not to exceed **zero dollars (\$0.00)**. Reimbursement will be in the same manner and in no greater amount than is provided in the current Nonrepresented Employees Compensation Plan promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference.¹ STATE will not reimburse VENDOR for travel and subsistence expense incurred outside the State of Minnesota unless STATE has given VENDOR prior

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp>

DCYF USE ONLY	Vendor Name ISD 0709	Supplier ID 0000194009	PO Number 3000002289
EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

written approval for such out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- D. Withholding.** STATE will deduct and withhold compensation payable under this AGREEMENT that is subject to withholding under state or federal law.
 - E. Total Obligation.** The total obligation of STATE for all compensation and reimbursements to VENDOR shall not exceed **five thousand dollars (\$5,000)**.
 - F. Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this AGREEMENT shall be terminated immediately upon written notice of such fact by STATE to VENDOR. In the event of such termination, VENDOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. STATE has determined that VENDOR is a “contractor” pursuant to 2 C.F.R section 200.331.
- 6. Termination.** STATE or the Commissioner of the State Department of Administration may terminate this AGREEMENT at any time, with or without cause, after providing 30 days’ written notice of the termination to VENDOR. In the event of such a termination, VENDOR will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- 7. Authorized Representatives and Responsible Authority.**
- A. State.** STATE’s authorized representative is Linda Vang, Contract Specialist, linda.vang@state.mn.us, or successor, who has the responsibility to monitor VENDOR’s performance and the authority to accept the services provided under this contract. If the services are satisfactory, STATE’s Authorized Representative will certify acceptance on each invoice submitted for payment.
 - B. Vendor.** VENDOR’s Authorized Representative is Jennifer Jaros, ECFE Coordinator, Jennifer.Jaros@isd709.org, or successor. If VENDOR’s Authorized Representative changes at any time during this contract, VENDOR must immediately notify STATE.
- 8. Indemnification.** In the performance of this AGREEMENT by VENDOR and VENDOR’s agents and employees, VENDOR must indemnify, save, and hold harmless STATE, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by STATE, to the extent caused by VENDOR’s:
- A.** Intentional, willful, or negligent acts or omissions,
 - B.** Actions that give rise to strict liability, or
 - C.** Breach of contract or breach of warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of STATE’s sole negligence. This clause will not be construed to bar any legal remedies VENDOR may have for STATE’s failure to fulfill its obligation under this AGREEMENT.

DCYF USE ONLY	Vendor Name ISD 0709	Supplier ID 0000194009	PO Number 3000002289
EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

9. State Audit. Under Minnesota Statutes, 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of VENDOR and its employees, agents, subcontractors, or representatives, relevant to this AGREEMENT must be made available and subject to examination by STATE, including the contracting Agency and Division, Legislative Auditor, and State Auditor, for a minimum of six years from the end date of this AGREEMENT.

10. Information Privacy and Security.

- A.** It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Data Practices Act"), as "not public data" on individuals to VENDOR under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B.** It is expressly agreed that VENDOR will not create, receive, maintain, or transmit "protected health information," as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. § 160 or 164. Accordingly, VENDOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 because of, or in connection with, this AGREEMENT. Therefore, VENDOR is not required to comply with the privacy provisions of HIPAA because of, or for purposes of, performing under this AGREEMENT. If VENDOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, VENDOR will be responsible for its own compliance.
- C.** VENDOR must, to the extent VENDOR performs functions of a government entity under Minnesota Statutes, section 13.05, subdivision 11, comply with the Data Practices Act as a governmental entity. Any data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act, Minnesota Statutes, Chapter 13. The civil remedies of Minnesota Statutes, section 13.08 apply to both VENDOR and STATE's release of the data governed by the Data Practices Act.
- D.** If VENDOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by VENDOR in performing its duties under this AGREEMENT, VENDOR must immediately notify and consult with STATE's Authorized Representative about how VENDOR should respond to the request.
- E.** Under this AGREEMENT, VENDOR will respond appropriately under Minnesota Statutes, sections 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by VENDOR in performing its duties under this AGREEMENT.

11. Intellectual Property Rights. Except in the case of intellectual property rights previously acquired by VENDOR, STATE owns all rights, title, and interest in all intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created

DCYF USE ONLY	Vendor Name ISD 0709	Supplier ID 0000194009	PO Number 3000002289
EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

and paid for under this AGREEMENT. The Works will be the exclusive property of STATE and VENDOR must immediately return all such Works to STATE upon completion or termination of this AGREEMENT. "Works" means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by VENDOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this AGREEMENT. "Works" includes "Documents." "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, that VENDOR, its employees, agents, or subcontractors, prepares in the performance of this AGREEMENT.

12. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, VENDOR consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to STATE, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring VENDOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. STATE will not approve this AGREEMENT unless VENDOR provides these numbers.
13. **Governing Law, Jurisdiction, and Venue.** This AGREEMENT is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this AGREEMENT, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Survival of Terms.** The following clauses survive expiration and termination of this AGREEMENT: Indemnification; State Audit; Information Privacy and Security; Intellectual Property Rights; and Governing Law, Jurisdiction, and Venue.
15. **Prohibition on Weapons.** VENDOR agrees that none of its employees or agents will carry or possess a weapon wherever and whenever they perform services within the scope of this AGREEMENT, including in their personal vehicles when they are using the vehicles to perform work under this AGREEMENT. Any violations of this policy by VENDOR or VENDOR's employees may be grounds for immediate suspension or termination of this AGREEMENT.
16. **Assignment.** VENDOR may neither assign nor transfer any rights or obligations under this AGREEMENT without STATE's prior written consent and a fully executed Assignment Agreement, approved by the same parties who executed this AGREEMENT.
17. **Amendments.** Any amendment to this AGREEMENT must be written and will not be effective until it has been executed by the same parties who executed this AGREEMENT.
18. **Waiver.** If STATE fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or STATE's right to enforce it.

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EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

- 19. Severability.** If any provision of this AGREEMENT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this AGREEMENT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this AGREEMENT according to clause 17.
- 20. Debarment by State, or its Departments, Commissions, Agencies, or Political Subdivisions.** VENDOR certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. VENDOR’s certification is a material representation upon which this AGREEMENT was based. VENDOR shall provide immediate written notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- 21. Entire Agreement.** This AGREEMENT contains all negotiations and agreements between STATE and VENDOR. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

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SIGNATURE PAGE FOLLOWS.

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EIOR Number 946	Originator Name Linda Vang	Division Early Learning Services	

By signing below, the parties agree to the terms and conditions contained in this AGREEMENT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: Laurie D. Hollman
C98E96AB931B467...
 Date: 4/17/2026
 Purchase Order No: 3-2289

2. VENDOR

VENDOR certifies it is not a STATE employee and is an independent contractor. Signatory certifies that VENDOR's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind VENDOR to the terms of this AGREEMENT. VENDOR and Signatory agree that STATE relies on the Signatory's certification herein.

By: John Mays
84A532FAE0064E...
 Title: Superintendent
 Date: 4/21/2026

3. STATE AGENCY

With *delegated* authority

By: Meki Kovan
B9C6A2DE65AF4E4...
 Title: Director of Early Learning
 Date: 4/22/2026

Distribution (fully executed contract to each):
 Office of Grants and Contracts
 Vendor
 State Authorized Representative