

**Application & Reimbursement Request
FY 2024 - 2025**



**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 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025

GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE

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

The Rural CTE Grant will fund externship grants for between 80 and 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. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

Kathy Jankila and John Engelking

Name of the proposed CTE Externship Project or Projects.

Arbor Wood Co. Business Operations Project



If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. (Yes or No)

YES

Primary Project Contact Name/Email/Phone:

Andrew Ellingson

651-399-5761

andrew.ellingson@arborwood.com

Teacher(s) Assigned to Externships Name/Email/Phone: Eric Lemke 651-253-1341 eric.lemke@isd709.org	
Primary Project School: Duluth East High School	
Primary Partners (businesses or industries) Arbor Wood Co.	
District Number :	ISD 709
Proposed Project Start Date:	June 9th, 2025
Projected number of students impacted as a result of the Externship	90-100
Project Grade Level(s) Impacted:	9-12
Describe the activities, goals, and intended outcomes/student impact:	<p>The primary objective of this externship at Arbor Wood Co. is to achieve a comprehensive immersion into the practical dynamics of a burgeoning, sustainable enterprise, acquiring direct exposure across its operational, sales, marketing, and managerial facets. This experiential engagement will furnish me with contemporary, real-world insights and illustrative examples, enabling a more impactful and pertinent pedagogical approach for my business and marketing students, thereby effectively synthesizing theoretical frameworks with applied industry practices.</p> <ul style="list-style-type: none"> ● Enhanced Real-World Relevance: I aim to acquire current, firsthand illustrations of business and marketing principles in action, thereby augmenting the tangibility and applicability of course material. ● Improved Career Path Articulation: A key focus will be on elucidating the diverse functional roles within operations, sales, marketing, and management, providing students with clearer perspectives on potential career trajectories. ● Concrete Understanding of Sustainable Practices: I intend to document specific

	<p>instances of how Arbor Wood Co. integrates environmental responsibility into its core business model, offering students tangible examples of sustainable business operations.</p> <ul style="list-style-type: none"> ● Facilitation of Integrated Learning: By analyzing the interconnectedness of various business functions, I plan to develop more integrated and contextually relevant learning activities, such as case studies and simulations. ● Cultivation of Inspiration and Professional Awareness: I seek to gather pertinent anecdotes and establish professional connections that can be leveraged to provide students with a dynamic and motivating perspective on careers in business and marketing.
Indicate if this externship was previously funded and the source of that funding.	No
Hourly Rate and Total Requested Funding Amount:	\$30/Hour x 175 Hours (16 Hours/Week x 11 weeks)

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

Simone Zurich

Printed Name

Executive Director Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



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FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

[Kathy Jankila and John Engelking](#)

Name of the proposed CTE Externship Project or Projects. Denfeld Agriculture, Food, and Natural Resources	
If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. Yes	
Primary Project Contact Name/Email/Phone: Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140	
Teacher(s) Assigned to Externships Name/Email/Phone: Alison Wood / alison.wood@isd709.org / 218-336-8830 (ext. 3033)	
Primary Project School: Duluth Denfeld High School	
Primary Partners (businesses or industries) The Greenhouse, Carleton MN, Gordy's Greenhouse, Hermantown and Spring at Last Greenhouse, Duluth	

MN	
District Number :	ISD 709
Proposed Project Start Date:	June 10, 2025
Projected number of students impacted as a result of the Externship	~100 students annually
Project Grade Level(s) Impacted:	10-12
Describe the activities, goals, and intended outcomes/student impact:	<p>In the proposed externship, I will be...</p> <p>Working with commercial agricultural/greenhouse staff to learn industry skills related to:</p> <ul style="list-style-type: none"> - Marketing - Plant care and nutrition - Pest management - Inventory rotation - Plant selection & plant ID <p>Outcomes:</p> <ul style="list-style-type: none"> - Learn which seed starting, planting, propagating, fertilizing methods should be taught and practiced with student in our school greenhouse room - Bring a wider range of plant species into our classroom for students to handle and identify - Foster relationships for future SAE project mentorships. <p>Student Impact:</p> <ul style="list-style-type: none"> - A greater understanding of the skills needed to be hired in the horticulture or farming field. - Offer students a look at the diverse job options related to horticulture. - Become more confident in their plant ID. - Take better care for our school plant products.
Indicate if this externship was previously funded and the source of that funding.	This is a new externship.
Hourly Rate and Total Requested Funding Amount:	up to 80 hours x \$30/hr - \$2400 total request

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.



Signature of Business Manager

Simone Zurich

Printed Name

Executive Director Business Services

Title

3.20.25

Date



Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



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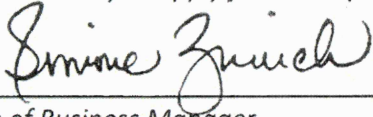
[Kathy Jankila](#) and [John Engelking](#)

Name of the proposed CTE Externship Project or Projects. Denfeld Aerospace	
If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. Yes	
Primary Project Contact Name/Email/Phone: Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140	
Teacher(s) Assigned to Externships Name/Email/Phone: Josh Borchardt / joshua.borchardt@isd709.org / 218-336-8830 (ext. 2896)	
Primary Project School: Duluth Denfeld High School	
Primary Partners (businesses or industries) Cirrus, Duluth MN	

District Number :	ISD 709
Proposed Project Start Date:	June 10, 2025
Projected number of students impacted as a result of the Externship	~100 students annually
Project Grade Level(s) Impacted:	10-12
Describe the activities, goals, and intended outcomes/student impact:	<p>In the proposed externship, I will be...</p> <p>Working with Cirrus staff to learn industry skills related to:</p> <ul style="list-style-type: none"> - Aviation Engineering & Manufacturing - Aviation Mechanics - Aerospace Industry <p>Outcomes:</p> <ul style="list-style-type: none"> - Gain current industry knowledge and understanding of various careers in the field. - Foster relationships for future aviation careers mentorships. <p>Student Impact:</p> <ul style="list-style-type: none"> - A greater understanding of the skills needed to be hired in aviation careers. - Offer students a look at the diverse job options related to aviation.
Indicate if this externship was previously funded and the source of that funding.	This is a new externship.
Hourly Rate and Total Requested Funding Amount:	up to 80 hours x \$30/hr - \$2400 total request

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.



Signature of Business Manager

Simone Zurich

Printed Name

Executive Director Business Services

Title

3.20.25

Date



Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



TRUANCY AGREEMENT

This Truancy Agreement ("Agreement") is made and entered into by and between Independent School District No. 709, Duluth ("District") and St. Louis County Children and Family Services ("County") this 15 day of April, 2025 (collectively referred to as "the Parties").

WHEREAS, the District and the County share a mutual goal of reducing truancy rates of students enrolled in the District; and

WHEREAS, the District and the County understand that each party has a role in reducing truancy rates among District students; and

WHEREAS, Minnesota Statutes Chapter 260A provides Minnesota school districts with multiple avenues for addressing student truancy; and

WHEREAS, in accordance with Minnesota Statutes Section 260E.02, the County has established a Multidisciplinary Child Protection Team, which includes the District, and which permits the County to share private and confidential data with other team members during case consultations in which recommendations are made concerning services to be provided to identified children and family; and

WHEREAS, Section 260A.01(a), provides that "[s]chool districts, county attorneys, and law enforcement may establish the programs and coordinate them with other community-based truancy services in order to provide the necessary and most effective intervention for children and their families"; and

WHEREAS, Minnesota Statutes Section 260A.04 permits schools, community agencies, law enforcement, parent associations, and other interested groups to establish community-based truancy projects and service centers which allow for the identification of students with school attendance problems and facilitate the provision of services geared to address the underlying issues that are contributing to a student's truant behavior; and

WHEREAS, the District and County wish to create a community-based truancy project to help reduce truancy and support students and their families.

NOW THEREFORE, BE IT RESOLVED, for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Continuing Truancy Notice.** Pursuant to Minnesota Statutes Section 260A.03, the District will be responsible for providing any required notice to a child's parent or legal guardian when the student is initially classified as continuing truant.
2. **Community-Based Truancy Project.** Pursuant to Minnesota Statutes Section 260A.04, the District and the County hereby create a community-based action project to address truancy in the District. The Parties shall work together to identify the specific services to

provided by each party. In so doing, the County shall consider data regarding students and families that it shares with the District to be shared as part of a case consultation in accordance with Minnesota Statutes Section 260E.02. Specific services provided to identified students and families will be mutually agreed to in writing by the Parties at a later date. Services which may be offered by the community-based action project include:

- a. Assessment for underlying issues that are contributing to students' truant behavior;
 - b. Referrals to other community-based services for the child and family, such as individual or family counseling, educational testing, psychological evaluations, tutoring, mentoring, and mediation;
 - c. Transition services to integrate students back into school and to help children succeed once there;
 - d. Culturally sensitive programming and staffing; or
 - e. Increased school response, including in-school suspensions, better attendance monitoring and enforcement, after-school study programs, and in-service training for teachers and staff.
3. **Future Development.** The District and the County will develop future programs to ensure students in the District are adhering to the District's attendance policies and will collaboratively address the attendance issues of those students who are not adhering to the attendance policies.
 4. **Data Privacy.** The Parties expressly understand and agree that the Minnesota Government Data Practices Act ("MGDPA") and the Family Educational Rights and Privacy Act ("FERPA") apply to data maintained and used by the Parties under this Agreement. The Parties further understand and agree that data relating to District students may be considered private educational data under the MGDPA and FERPA. The District and the County will protect the privacy rights of all student and family data when undertaking any obligations under this Agreement.
 5. **Ongoing Monitoring.** The District and the County will continue to examine similar programs around Minnesota to determine the best practices for the District and the County based on their existing procedures, programs, and understanding of problems facing students regarding enrollment in the community.
 6. **Term.** The term of this Agreement shall be through the 2025-2026 school year. Thereafter, it shall automatically renew for successful school years, with each school year term being from July 1 until the following June 30. Either party may terminate this Agreement by providing thirty days' written notice to the other party.
 7. **Independent Relationship.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the District and the County.

No party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other party. No party shall have the power to control the activities and operations of the other party and the relationship at all times will be that of independent contractors with respect to each other.

8. **Compliance with Laws.** Both Parties agree to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the effective date of this Agreement.
9. **Severability.** In the event that any provision of this Agreement is deemed illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
10. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
11. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except upon mutual written agreement signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the District and the County have executed this Agreement effective as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

Dated: 4/15, 2025

By: Anthony B...

Its: Duluth Public School - Assistant Superintendent

ST. LOUIS COUNTY CHILDREN AND FAMILY SERVICES

Dated: _____, 2025

By: Linnea B. Mirsch

Its: Director, Community & Human Services

Dated: _____, 2025

By: Benjamin M. Stromberg

Its: Assistant County Attorney

AMERICORPS SERVICES AGREEMENT

This Agreement is between Reading & Math, Inc. dba Ampact, located at 1200 Washington Avenue South, Suite 310, Minneapolis, Minnesota 55415 ("Ampact"); and

Duluth Public School District

located at

215 N 1st Ave E, Duluth, Minnesota 55802

(the "Partner Organization" or "Partner"), (each a "Party" and jointly, the "Parties").

- A. Ampact provides evidence-based AmeriCorps programs that meet critical community needs; and
- B. The Partner wishes to implement one or more of Ampact's programs (the "Program"); and
- C. Ampact has agreed to deliver the Program subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual commitments and agreements set forth below, the Parties agree as follows.

1. The Parties.

- a. **Ampact.** Ampact is a national nonprofit organization headquartered in Minnesota with funding from the Corporation for National and Community Service dba AmeriCorps, a federal government agency ("AmeriCorps"). Ampact programs, including the Program, are delivered through services of AmeriCorps members ("Member" or "Members").
- b. **Partner.** Partner includes the organization and all associated service site locations that hosts Members to perform service activities of the Program as outlined in each Member position description.
- c. **Relationship.** Each Party is an independent entity, and neither Party is an employee nor an agent of the other in any capacity at all. The relationship of the Parties shall be defined solely by the terms and conditions in this Agreement.
- d. **School Official.** In the event that Partner is a school district, Ampact shall be designated as a School Official in compliance with the federal Family Educational Rights and Privacy Act ("FERPA").

- 2. **Scope of this Agreement.** This Agreement includes three components: 1) The terms and conditions set forth below; and 2) The terms and conditions in Exhibits A through F, which are attached hereto and incorporated by reference; and 3) The content contained in the Guide to Partnering, which is linked at www.ampact.us/guides and incorporated herein by reference.

3. **Term and Termination.** The term of this Agreement shall commence on August 1, 2025 and end on July 31, 2026, unless sooner terminated by either Party upon written notice to the other. Upon termination, outstanding obligations of the Parties shall be satisfied as described in this Agreement.

4. **Program Model.**

- a. **Members.** Members are neither employees nor independent contractors of Ampact or the Partner. Their worker status is defined by federal law and the terms and conditions of this Agreement. Accordingly, they are ineligible to receive state and federal unemployment compensation.

Partner has been awarded AmeriCorps members by Ampact. An award refers to the number and type of Members that have been approved for placement at Partner locations. Award details are communicated via email. The fulfillment of the award is contingent upon funding and successful recruitment of Members and is not a guarantee of placement. The award may be changed at the request of Partner or Ampact. Changes are communicated in writing.

- b. **Federal Restrictions.** The Parties shall operate the Program in compliance with the AmeriCorps restrictions described in Exhibits A through D to this Agreement, as well as all other applicable statutes, executive orders, regulations, and policies governing the award and AmeriCorps, as they may be modified from time to time during the term of this Agreement.
- c. **Service Environment.** Members are placed at service site locations operated by Partner. Service sites must be a physical site location in the geographic community where service occurs. Partner will ensure a safe and accessible service site environment where AmeriCorps members are treated with dignity and respect. Partner will provide training to Members on site-specific safety policies and procedures. Each service site must be accessible to people with disabilities.

Each service site will post an AmeriCorps sign provided by Ampact in a visible place to identify the location as an AmeriCorps service site.

Partner will provide Members with a workspace necessary to complete all required service activities. Ampact will provide any instructional resources and manuals required by Members to understand and implement the Program. Partner will provide any materials, supplies, and/or equipment used by the Member to carry out service activities at or on behalf of Site Partner, including but not limited to a computer or electronic device, office supplies and photocopies, and specialized equipment. Any electronic device issued to a Member by the Partner shall be solely based on a written technology agreement defining the terms of use. The terms of use shall comply with all of the data security requirements set forth in this Agreement. Partner shall bear the full risk of loss of any such device or its data.

- d. **Member Recruitment and Selection.** Ampact will screen, interview, and manage offers for all candidates and make the final decision regarding Member selection and placement.

Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks) that is conducted and paid for by Ampact prior to official acceptance into the Program. Ampact will notify Partner if the applicant did not clear the background check according to Ampact policy. Actual results of the

background check will not be shared with Partner without written permission from the applicant, as allowed by law. Partner assumes all responsibility for coordination of and costs associated with additional background checks required by Partner. Members may not be asked to pay for the cost of a background check.

- e. **Member Management and Supervision.** Partner will ensure the designation of Site Supervisor(s) to provide regular, on-site support and supervision to Members. The designated Site Supervisor will meet all standards of employment by Partner. Supervision includes the facilitation and verification of on-site service time and activities completed by each Member.

Ampact administers and oversees Member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, childcare assistance, and any additional benefits for which the Member qualifies.

Partner may not hire or employ Members during the Member's term of service, excluding Professional Corps members.

Ampact provides Members and Site Supervisors with training and support on the knowledge and skills necessary to participate in the Program and complete the essential functions of their role. The Partner provides Members with training and support related to site-based policies, procedures, and expectations. Members are expected to adhere to all site policies.

Ampact and Partner will work together to address Member performance issues, as needed. Partner will contact Ampact staff as soon as reasonably possible with any questions or concerns related to Member. Partner does not have the authority to terminate a Member but can request Ampact staff enact Ampact's performance management procedures, which may include a removal from the service site location.

A "Grievance" is a serious, persistent concern or complaint by a Member. Partner shall report any Grievance to Ampact without delay.

Ampact is responsible for completing and maintaining a personnel file for each Member, which includes all required documents, including eligibility documentation, timesheets, performance evaluations, and performance management documentation.

Ampact will cover Members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law. Members who sustain service-related injuries or illnesses must inform Ampact within 24 hours and complete all requested documentation.

- f. **Program Data Collection.** Ampact will provide access to a secure, online data management system for tracking service activities. In any Program providing direct services to participants, the Partner will support members in collecting data for participants who receive services from Ampact. When participant data is collected, this data is maintained online in a secure, data-privacy-compliant system. Site Supervisors are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.

5. **Non-Exclusivity.** Either Party may provide services of the same or similar nature to those described in this Agreement, or any other services at all at their sole discretion, so long as they remain in compliance with the terms of this Agreement.

6. **Data Privacy and Protection.**

All obligations shall indefinitely survive the termination of this Agreement.

All Programs and parties are required by law to be in compliance with AmeriCorps's data privacy and protection policy. Additionally, education Programs are required to adhere to the Family Educational Rights and Privacy Action ("FERPA") and the Recovery Corps and Heading Home Corps Programs are required to comply with the Health Insurance Portability and Accountability Act ("HIPAA").

- a. **Data Definitions**

- i) **Personally Identifiable Information ("PII"):** Any information that can identify an individual directly or indirectly, including direct identifiers (name, social security number, driver's license number, passport number, biometric records), indirect identifiers (birth date, sex, race, geographic location, mother's maiden name), and other unique identifiers (email address, phone number, IP address, employer, or any combination of data that can reveal identity), which can be found in various records, including education records and directory information.
- ii) **Education Record (includes PII):** Any record maintained by an educational institution that relates to a student including academic records (grades, transcripts, student schedules), disciplinary records (suspensions, expulsions), special education records (IEPs, evaluations), and school-maintained health records (immunization records, nurse visits) but excluding teacher's sole-possession notes, law enforcement records, employment records unrelated to student status.
- iii) **Directory Information (includes some PII):** A subset of education records, including basic student details (name, address, phone number, date/place of birth, major field of study), school-related recognition (participation in sports/clubs, degrees/awards received), and attendance details (enrollment dates, most recent school attended).
- iv) **Confidential Information:** "Confidential Information" means any and all nonpublic information belonging to either Party, its related businesses, or other related parties, which is or has been disclosed in the course of this Agreement, whether or not marked confidential, including, but not limited to: any and all data, by whomever created and wherever and however stored; product concepts, techniques and processes; market data, bids, estimates and proposals; lists and information; personal and business related financial information, including but not limited to prices, costs and discounts; future plans; business affairs; personnel information; and student information, including but not limited to data protected according to state and federal laws, including PII data, education records, and directory information.

- b. **Data Protection**

- i) **All Programs** and their related parties are required to protect PII data that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of Members, Partner staff, or Program participants.
- ii) **Education Programs** (Reading Corps, Math Corps, Early Learning Corps, and Total Learning Classroom) and related parties are required to protect education records and directory information (unless being defined as an exclusion) that is collected or made available due to the nature of the Program, in addition to PII.

Protecting data includes establishing procedures to prepare for and respond to a breach of confidentiality. "Breach" is defined as: loss of control, compromise, unauthorized acquisition, unauthorized access, or any similar situation where persons other than the authorized users and for other than the authorized purposes have access or potential access to the data.

To protect all data, all third-party vendors, contractors, or consultants engaged by Ampact who require access to confidential data for the performance of services under this Agreement shall be bound by the terms and conditions of this security policy. These parties must adhere to the same data protection and security protocols as Ampact and must take all necessary measures to safeguard sensitive data, including but not limited to, implementing encryption, access controls, and monitoring as specified in this Agreement.

c. **Data Usages and Sharing**

For all Confidential Information, all parties agree:

- To use reasonable and prudent care to maintain all Confidential Information in confidence and not disclose it to any third party except in the performance of duties pursuant to this Agreement, unless required to do so by court order or by law; and
- To comply with all federal and state data protection laws, such as FERPA and HIPAA; and
- To maintain the security of all data in a password-protected, network-secured electronic format or in a lock-and-key secured physical location; and
- To use all data as needed to implement the Program in compliance with the terms and conditions of this Agreement, and for no other purpose except as may be authorized by a Party in writing; and
- That no report of data, or work product derived from it, may be shared publicly by either Party without the express prior agreement of the other; and
- Upon termination of this Agreement, to take such steps as may be agreed between the Parties, such as data destruction or transfer; and
- Not to use Confidential Information for the Party's own benefit or for the benefit of any third party without the written agreement of the other Party.

d. Data Destruction

Upon termination or expiration of this Agreement, all PII data shall be securely and permanently deleted (hard deleted) or de-identified, unless otherwise agreed upon or if the data is required for legal, regulatory, or contractual purposes. In cases where the data is to be retained for any period beyond the expiration of this agreement, explicit written consent shall be obtained from the relevant parties, and it shall be protected according to the terms outlined in this Agreement. The deletion or de-identification processes will comply with industry best practices and applicable laws to ensure that PII data cannot be recovered, reconstructed, or used inappropriately.

e. Data Breach

Ampact protects the confidentiality of PII by:

- Designating a PII Security Coordinator.
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared.
- Documenting policies and procedures in place to protect PII, regardless of where it is stored.
- Identifying and documenting realistic risks to security, confidentiality, and integrity of PII; and
- Following those procedures in the event of a breach.

Ampact must be notified immediately if any Partner representative suspects a breach of confidentiality related to the execution of activities outlined in this Agreement.

7. **Ownership.** Ampact owns all rights, title, and interest in all "Works" created under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, work products, tapes, and disks conceived, reduced to practice, created or originated by Ampact, its employees, Members, agents, and subcontractors, either individually or jointly with others in the performance of this contract.

Title to materials developed with the assistance of federal grant funding also may be governed by federal regulation at 2 C.F.R. § 200.315.

8. **Authority to Bind.** Neither Party may enter into any contract or agreement, or otherwise make any binding commitment on behalf the other without prior written approval.
9. **Notices.** Any notice required pursuant to this Agreement shall be delivered in writing to the affected Party at its address set forth above, or otherwise as may be agreed.

10. **Liability.** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, Members and agents while acting within the scope of their employment.
11. **Assignment.** Neither Party may assign nor transfer any right or obligation under this Agreement without the prior written consent of the other.
12. **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the State of Minnesota.
13. **Entire Agreement.** This is the entire Agreement between the Parties with respect to its subject matter. It supersedes and replaces any previous oral or written understandings or agreements between them. It may not be modified or amended except by a writing signed by both Parties.
14. **Signature.** Each Party understands and accepts all of the terms and conditions of this Agreement, including the terms included in Exhibits A through D, and the separate Guide to Partnering as described in Paragraph 2. above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Ampact

Date: 04-11-2025

By: *Sadie O'Connor*

Sadie O'Connor
President

Duluth Public School District

Date: 4/15/2025 | 2:26 PM CDT

Signed by:
By: *Simone Zurich*
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Simone Zurich

Executive Director of Finance and Business Services

EXHIBIT A

PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Any activity prohibited by applicable Executive Order/Memorandum; and
12. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

EXHIBIT B

SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

- A. **Supplantation:** Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

- B. **Non-Duplication:** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

- C. **Non-Displacement:**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 7. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

EXHIBIT C

PROGRAM CIVIL RIGHTS AND NON-HARASSMENT POLICY

AmeriCorps and Ampact have zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps and Ampact are committed to treating all persons with dignity and respect.

Ampact prohibits all forms of discrimination and harassment based on race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental or physical), political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), military service, or any other category protected by law. Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Ampact.

AmeriCorps and Ampact will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's sex, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures based on a person's sex, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status.

If a Partner is found to be engaging in such activities, removal of Member(s) and denial of future Members may result.

Any questions or concerns about any type of discrimination and/or harassment related to AmeriCorps Members or Programs should be brought to the attention of any Ampact staff member:

Reading & Math, Inc. DBA Ampact
1200 S. Washington Ave, Ste 310, Minneapolis, MN 55415
hr@ampact.us or (612) 206-3030

Full text of the AmeriCorps Civil Rights and Non-Harassment Policy can be found at
<https://americorps.gov/about/agency-overview/civil-rights>

EXHIBIT D

DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988, Ampact is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Ampact premises, service site locations, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. Ampact requires that each Member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Ampact staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction Ampact will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, Ampact will (1) take disciplinary action up to and including exit for cause consistent with AmeriCorps rules regarding termination and suspension of service, or (2) require the Member to satisfactorily participate in an approved drug treatment program. Ampact shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

Reference: 41 U.S.C. § 701 et seq.

EXHIBIT E PROGRAM FUNDING

Partner agrees to provide a site fee to the Program to cover a portion of Member-related costs. Fees are \$2,500 for each Math Corps Member placed at Partner location(s). Ampact will issue invoices to Partner for all site fees. All payments are due within 30 days of receipt. Any adjustments to the site fee amount and/or payment schedule will be communicated in writing.

Ampact may collect information from Partner about non-monetary (in-kind) contributions including, but not limited to, the monetary value of the space, supplies, and staff time involved in operating the Program.

EXHIBIT F
MODIFICATIONS TO THE STANDARD TERMS AND CONDITIONS OF THIS
AGREEMENT

There are no modifications.

Duluth Campus

**College in the Schools
Office of the Registrar**

**139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812**

MEMORANDUM OF AGREEMENT

**between the University of Minnesota Duluth
and Independent School District 709**

Term of Agreement: 2025 - 2026

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public High Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2025-2026 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. **Hybrid and/or online course modalities may be approved by UMD on a course by course basis, please reach out to umdcits@d.umn.edu for approval.** Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a course permission form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only.
 - The CITS class must maintain at least 70% of students enrolled in the course for college credit (Up to 30% of students may take the course for high school credit only). Any course not meeting this enrollment requirement, will need CITS program approval.
 - Students must maintain a minimum of a 2.5 UM GPA in order to remain eligible to take CITS courses.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25-30 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
 - **Exception for this year - see Denfeld Notes**
- Provide UMD CITS program staff with a copy of the final class syllabi and the paired assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum or another

accommodation must be agreed upon. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.

- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration.
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists
- Facilitate access to UMD student/faculty benefits and services, including: internet/email, library and tutoring resources
- Share course evaluations per term, along with generalized CITS survey and research information

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS drop deadline. Refunds after the drop deadline will be determined on a case-by-case basis. No refunds will be granted following the withdrawal period. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in January.
- Spring semester enrollments are final in March and are billed in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in January.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in April and are billed in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria
MATH 1296	Calculus I	4	40	All Year	Lewis, Ed
PE 1616	Resistance Training	1	25	Fall	Marsolek, Stacia
SOC 1101	Introduction to Sociology	4	40	Fall	Hollinday, Gina
SPAN 1102	Beginning Spanish II	4	30	All Year	Cummins, Johanna
SPAN 1201	Intermediate Spanish I	4	30	All Year, Fall	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	30	Spring	Cummins, Johanna
WRIT 1120	College Writing	3	25	Fall & Spring	Mickle, Stephanie

Notes (Denfeld only):


SPAN 1102, SPAN 1201, and SPAN 1202 offerings are dependent on the completion of Johanna Cummin's Development Plan. SPAN 1201 will be offered as both an all year course (Spanish 4) and as a Fall course (the first semester of Spanish 5)

UMD is allowing an exception to the "mixed classroom" policy for the 2025-2026 year only. UMD will allow Johanna Cummins to run her Spanish 4 (SPAN 1201 - all year) and Spanish 5 (SPAN 1201 - Fall, SPAN 1202 - Spring) at the same time. This is being permitted due to the transition year of moving away from offering SPAN 1201/1202 as semester courses for Spanish 5. Johanna must still follow CITS guidelines for the two classes as though they were separate.

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg
GER 1102	Beginning German II	4	25	All Year	Lull, Emily
GER 1201	Intermediate German I	4	25	All Year, Fall	Lull, Emily
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		4.30.25
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		

cc:

Nathan Glockle, Principal, Academic Excellence Online (AEO) High School
Tom Tusken, Principal, Denfeld High School
Kelly Flohaug, Principal, Duluth East High School

Addendum A

**2025-2026 List of UMD CITS Courses
To Be Offered in ISD 709**

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
MATH 1250	Precalculus Analysis	4	40	All Year	Ahern, Jenny
MATH 1296	Calculus I	4	40	All Year	Ahern, Jenny

Notes (AEO Only):

WRIT 1120 no longer being offered via AEO, per discussion between liaison Susan Perala-Dewey and Joseph Schingen. The UMD writing department is going away from online, asynchronous courses.

MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Resistance Training	1	40	Fall & Spring	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine
SPAN 1102	Beginning Spanish II	4	30	All Year	Kroll Strukel, Kimberly Kovacovic, Laurie
SPAN 1201	Intermediate Spanish I	4	30	All Year	Kroll Strukel, Kimberly Kovacovic, Laurie
SPAN 1202	Intermediate Spanish II	4	30	All Year	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart

Notes (Duluth East only):

SPAN 1201 will be offered as both an all year course (Spanish 4) and as a Fall course (the first semester of Spanish 5). GER 1201 will be offered as both an all year course (German 4) and as a Fall course (the first semester of German 5).