

PARTNERSHIP AGREEMENT FOR AMERICORPS SERVICES

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

Greenway Public School District

located at

499 Powell Ave, Coleraine, Minnesota 55722

(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" or "the Corporation"). Ampact services are provided partially through ServeMinnesota, a Minnesota nonprofit corporation ("ServeMN"). 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 <http://www.ampact.us/guides> and incorporated herein by reference.

3. **Term and Termination.** The term of this Agreement shall commence on August 1, 2026 and end on July 31, 2027, 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 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. Partner agrees to cooperate with Ampact in supporting AmeriCorps Members who request reasonable accommodations, as needed. Ampact will lead the accommodations process and communicate with the Partner regarding the accommodations process.

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.

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 or other serious complaint 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.**

a. Data Definitions

- i) **Personally Identifiable Information ("PII"):** Information that identifies or relates to an individual who can be identified, directly or indirectly, from the data alone or in combination with other information in the Party's possession or control or that the Party is likely to have access to (e.g. name, social security number, student ID, physical address, date of birth, email address, phone number etc.).
- ii) **Education Record (includes PII):** Any record maintained by an educational institution that relates to a student including, but not limited to, academic records (grades, transcripts, student schedules, student IDs), 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, and 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 Collection and Sharing

- i) If the Partner is a school district, the collection of all data regulated by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations enacted at 34CFR § 99, as amended ("FERPA") collected pursuant to the Program shall be collected by Ampact pursuant to the school official exception under 34 C.F.R. § 99.31(a)(1)(i)(B) and use the FERPA-Protected Data only for the purposes of implementing the Program(s), evaluating, and/or utilizing the data to improve the Program(s) (the "FERPA Purposes").

- ii) Partner understands that Ampact is required to provide data collected pursuant to administering the Program(s) to ServeMN. ServeMN shall receive and use any FERPA-Protected Data as an agent of Ampact as described in 34 C.F.R. § 99.33(a)(2) and may only use the FERPA-Protected Data for the same purposes, to the same extent as Ampact, and may keep the data for as long as it is needed for those FERPA Purposes.
- iii) For all other data containing PII, Ampact will ensure that all data is collected, shared, and processed in accordance with all state and federal data privacy laws and regulations as they relate to the release of PII, student information, and health information.

c. 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, and Early Learning Corps) 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 FERPA 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.

d. 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
- 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.

e. Data Retention

Generally, the Parties shall retain data collected only for as long as necessary to carry out the obligations or enforce rights under this Agreement, including, but not limited to, offering the Program or meeting its contractual or statutory obligations, including the FERPA Purposes (collectively the "Purposes"). Upon termination or expiration of this Agreement, all PII data collected pursuant to this Agreement that is no longer required to achieve the Purposes shall be deidentified or destroyed, in the sole discretion of Ampact, or as otherwise required by applicable state or federal law. The deletion or de-identification processes, as applicable, will comply with industry best practices and applicable laws to ensure that PII data cannot be recovered, reconstructed, or used inappropriately.

f. 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 roles.
- 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 though F, 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: 04-14-2026

By: *Sadie O'Connor*

Sadie O'Connor
President
Greenway Public School District

Date: 4/14/2026 | 9:03 AM CDT

By: DocuSigned by:
David Pace
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David Pace
Superintendent

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 bailing; 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

Please contact Ampact to see the full text of the AmeriCorps Civil Rights and Non-Harassment Policy.

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

Ampact will not collect any fees or direct financial contributions from Partner.

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.

Certificate Of Completion

Envelope Id: 71B62ECE-1B8B-89B8-83A3-5C88D4EC2B7C
 Subject: Minnesota Ampact Partner Agreement 2026-2027
 Source Envelope:
 Document Pages: 14 Signatures: 1
 Certificate Pages: 1 Initials: 0
 AutoNav: Disabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Ampact
 1200 Washington Ave S
 Minneapolis, MN 55415
 sites@ampact.us
 IP Address: 136.124.33.39

Record Tracking

Status: Original
 4/14/2026 3:00:15 AM

Holder: Ampact
 sites@ampact.us

Location: DocuSign

Signer Events

David Pace
 dpace@isd316.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 66E2343C7A9D456...

Signature Adoption: Pre-selected Style
 Using IP Address: 205.149.151.21

Timestamp

Sent: 4/14/2026 3:00:16 AM
 Viewed: 4/14/2026 9:02:28 AM
 Signed: 4/14/2026 9:03:16 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent	Hashed/Encrypted
Certified Delivered	Security Checked
Signing Complete	Security Checked
Completed	Security Checked

Timestamps
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 4/14/2026 9:02:28 AM
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 4/14/2026 9:03:16 AM

Payment Events

Status

Timestamps