

Education Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, June 21, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Informational Items - These items are provided for informational purposes only and no action is required.

A. Assistant Superintendent's Report

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As part of her monthly report, Assistant Superintendent Amy Starzecki highlighted efforts in teaching and learning across ISD 709. Updates were shared regarding implementation of District initiatives to support teaching and learning.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

B. Informational Presentations

1) Positive School Climate

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Amy Starzecki, Assistant Superintendent, and Ron Lake, Climate Coordinator for Duluth Public Schools, presented information and updates regarding the district-wide Positive School Climate initiative.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

C. Grant Applications

1) Bush Foundation Grant Application

Annette Petersmeyer, Woodland Hills Academy IDT, has submitted a grant application to the Bush Foundation in the amount of \$5000. If awarded, funds will be used to continue the partnership between Woodland Hills Academy and Animal Allies Humane Society to provide at-risk students the opportunity to interact with animals and give back to their community while strengthening relationships with each other and with other adults. Research shows that animals are calming to students with mental illnesses and the students can provide calm to animals in a shelter. Overall students are more relaxed and they have shown a greater care and concern for others.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

2) Action For Healthy Kids Grant Application

Rachel Thapa, Lincoln Park Middle School, has submitted a grant application to the Action for Healthy Kids in the amount of \$5000. If awarded, funds will be used to purchase equipment needed to increase utilization of the universal school breakfast program via grab and go style breakfast after 1st period. Pam Bowe, District Food Services Director has approved any in-kind support needed for this initiative.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

D. Regulations

1) NEW Regulation 532R - Regulations and Restrictive Procedures Plan 9

In moving toward alignment with MSBA Model Policies, administration is recommending moving Policy 5093, with adjustments and updates to comply with changes in state legislation, to serve as NEW Regulation 532R. Attached is Regulation 532R - Regulations and Restrictive Procedures Plan. Ron Lake, Climate Coordinator and Jason Crane, Director of Special Services were present to answer questions.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

E. Externally Sponsored Trip Requests

1) World Language Exploration Group - Trip to Germany, Italy and Switzerland 15

LaDonna Bergum, teacher at Duluth East High School, will travel to Germany, Italy and Switzerland from June 14 - 23, 2016 with a group of Duluth Public Schools students as an externally sponsored event. The Acknowledgment That the Trip is Not Sponsored by the School District forms have been completed, signed, and turned into the Assistant Superintendent by the parent(s)/guardian(s) of all traveling students along with the Externally Sponsored Trip form signed by Laurie Knapp, Principal at Duluth East High School.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

2) Xperitas - German American Partnership Program (GAPP) - Trip to Germany 18

Lynn Hinzmann and Emily Lull, teachers at Duluth East High School, will travel to Germany from June 18 - July 9, 2016 with a group of Duluth Public Schools students as an externally sponsored event. The Acknowledgment That the Trip is Not Sponsored by the School District forms have been completed, signed, and turned into the Assistant

Superintendent by the parent(s)/guardian(s) of all traveling students along with the Externally Sponsored Trip form signed by Laurie Knapp, Principal at Duluth East High School.

Recommendation: It is recommended that the Duluth School Board receive this item as informational.

2. Action Items

A. Presentation Items Requiring Approval

1) Federal Head Start Grant - Expanded Schedule 21

Pam Rees, Director of Head Start, presented for review and approval the Federal Head Start Grant to expand the weeks and hours of the Head Start schedule for FY17.

Recommendation: It is recommended that the Duluth School Board accept and approve the above item.

2) Head Start Cost of Living Allowance (COLA) Grant 27

Pam Rees, Director of Head Start, presented the Cost of Living Allowance (COLA) Grant for review and approval.

Recommendation: It is recommended that the Duluth School Board accept and approve the above item.

B. Policies

1) 5093 - Duluth Public Schools ISD 709 Restrictive Procedures Plan - DELETION 30

In moving to the MSBA Model Policies, administration is recommending the deletion of Policy 5093 which will be replaced with MSBA Policy 532.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 5093 - second reading.

2) NEW Policy 532 - Use of Peace Officers and Crisis Teams to Remove Students from School Grounds 36

Attached is revised MSBA Model Policy 532 for second reading. This policy would replace the current policy 5093.

Recommendation: It is recommended that the Duluth School Board approve Policy 532 for the second reading.

C. Grant Awards

1) Resolution E-6-16-3380 - Acceptance of Grant Awards to Duluth Public Schools 41

Attached is Resolution E-6-16-3380 - Acceptance of Grant Awards to

Duluth Public Schools, to accept and approve grant awards from the following organizations:

Education Minnesota Foundation for Excellence in Teaching and Learning

Recommendation: It is recommended that the Duluth School Board accept and approve Resolution E-6-16-3380 - Acceptance of Grant Awards to Duluth Public Schools.

D. Data Sharing Agreements 44

It is requested that the following organizations be granted access to the Student Information System to support District functions from July 1, 2016 to June 30, 2017:

- College Possible
- The College of St. Scholastica, Trio Talent Search
- The College of St. Scholastica, Upward Bound
- Lutheran Social Services
- The College of St. Scholastica
- University of MN, Duluth
- University of WI, Superior (UWS)
- YWCA, Girl Power
- Men as Peacemakers

Recommendation: It is recommended that the Duluth School Board accept and approve this above item.

E. Diploma Requests 80

The following students have met all graduation requirements for the Duluth Public Schools and should be awarded a Diploma:

Miranda Rae Johnson-LeBlanc -	April 20, 2016
JaMece L. Turner -	April 29, 2016
Lisa Flynn -	May 26, 2016
Chaya M. Diver -	May 26, 2016
Dollie Evans -	June 7, 2016

Recommendation: It is recommended that the Duluth School Board accept and approve the above Diploma Requests.

3. **Future Items: - Policy Updates - Technology Innovations**

Assistant Superintendent Report to the Board

June 2016

District

- Dr. Cary and I conducted staff meeting in all buildings in May to discuss the development of leadership teams for next year. They will be termed “Continuous Improvement Teams” and their essential duties will be to develop School Improvement Plans (SIP) and monitor the implementation of DW and school strategies to improve student achievement for ALL. Those teams will be developed this summer with support from DFT and principals. We will be providing PLC training to those teams in August prior to workshop week.
- Superintendent Gronseth and I have working on the hiring of the principal positions at East HS and three elementary schools.
- As the end of the year is coming to a close, I will be meeting with each principal to complete their principal evaluation. I meet with each principal in the fall, winter and spring to review their professional goals and student outcome data as part of the ISD 709 Principal Growth and Evaluation Plan.

Early Childhood

- We are looking into several opportunities for early childhood expansion with federal and state funds for next year and beyond. I am working with Pam Rees and Jay Roesler to complete applications for these funds to add more classrooms, provide transportation and create full day programs for improved access for families.

Elementary

- Summer school (Excel) planning is underway and we are in the process of hiring staff. Excel will run June 28-Aug 4 (except week of 7/4) Tuesday-Thursday. Here is the breakdown in number of students per site:

LAURA MAC	45	
LESTER	88	
LOWELL		43
MYERS WILK	70	
PIEDMONT	40	
STOWE	32	

Secondary

- I have been able to attend graduation ceremonies for our 2016 graduates at ALC, Denfeld, East, and Woodland Hills Academy. Congratulations to the Class of 2016!

Safe & Welcoming For Everyone

A 10 Minute Overview of Positive School Climates

Amy Starzecki; Assistant Superintendent
Ron Lake; Climate Coordinator
Duluth Public Schools

9 Common Elements of a Positive School Climate

Literature review of 30 years of research on Positive School Climates

Meetings with staff, students, parents, and community

MN Student Survey and Duluth Student and Staff Surveys

Aligned to MN Governor's Task Force on Bullying Prevention

Physical Environment	School Community	MTSS / Interventions & Supports
Health & Safety	Teamwork & Cooperation	Intercultural Effectiveness & Valuing Diversity
School, Family, & Community Partnerships	Professional Responsibilities & Values	Vision, Goals, & Planning

Federal & State; Positive School Climates

Every Student Succeeds Act

- States required to develop goals specific to School Climate
- District Report Cards will include School Climate Measures (OSS, ISS, Absenteeism, etc.)
- Broader use of title and other school funds to support school climate work

Safe and Supportive Schools Act

- Policy and professional development
- Prevention and Remediation of incidents
- Guidance and support from MDE

MDE School Climate Technical Assistance Center

- Developing guidance and support for District & Site Improvement Teams
- Using national research on school climates, student survey and discipline data
- Tools to do this work likely available during the 16-17 School Year (Tier 1 emphasis)

Three Primary Strategies for Achievement

Professional Learning Communities (PLCs)

Multi-Tiered System of Support (MTSS)

Positive School Climates

Kids are more successful in a safe and welcoming environment

Working at systemic change; mindset, host environment, practices, data

Teach behavior like we teach academics

Social / Emotional / Behavior / Cultural side of MTSS

PLCs and Positive School Climates

What do we want our students and staff to know and do?

How will we know if they know it / are doing it?

How do we work with students and staff who know it / do it?

How do we work with students and staff who don't know it / don't do it?

MTSS / PBIS & Positive School Climates

Academic Systems

Tier III
Individual Students/Very Small Group
High Intensity
Frequent Progress Monitoring

1-5%

Tier II
Some Students (at-risk)
Additional Instruction and Time
Small Group Interventions
Progress Monitoring

5-10%

Tier I
All Students
Universal Screening

80-90%

Behavioral Systems

Tier III
Individual Students
Intense, Durable Procedures

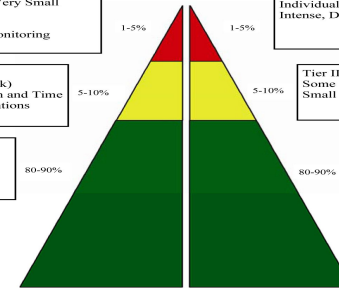
1-5%

Tier II
Some Students (at-risk)
Small Group Interventions

5-10%

Tier I
All Settings
All Students
Preventive
Proactive

80-90%



Tier 1

- *Common beliefs about behavior; adaptive, modeling and experience, teach it
- *Meaningful compliance with state laws; district policies, regulations, practices
- *School Leadership Teams in place and working on school climate
- *Intentionally developing relationships, community, and climate of learning
- *Social, Emotional, Cultural Learning embedded into the school day
- *Positively stated expectations are developed with students and staff
- *Expectations are posted, taught, and retaught; across settings
- *Behavior incidents are recorded, various data used to make decisions

Tier 2

Grouped Intervention

Selected kids receive extra support from school and community that is targeted to the identified needs of that group.

Examples include: 1st Witness, Txt4Life, Men As Peacemakers, Recess Groups, Therapy Groups, Skills Groups, WIN Interventions, After School Groups, Welcome Groups, Reteaching Groups, Formal and Informal Mediations, Saturday School, Class Supports and Interventions, Referral Rooms and Referral Walks, Etc.

Tier 3

Highly individualized supports and interventions

Coordination and provision of school, home, and community services with a kid or family. Often documented in a plan or multiple plans. There is a wide range of interventions at this level.

Examples include: Individual - Contracts, Behavior Plans, Learning Plans, and Education Plans. Individual counseling, therapy, skills sessions, referrals to community resources, and truancy and safety planning. Alternatives to suspension, restorative interventions, partnerships with individual families.

Some Efforts This Year

- *Improving behavioral systems at the elementary level
- *Exploration and initial implementation of Social / Emotional / Cultural Learning
- *Exploration and initial training for Check & Connect
- *Cultural Sharing as Professional Development on Staff Development days
- *Historical and Generational Trauma Series; Sam Simmons
- *MDE/PBIS Schools; 2 Sustaining, 1 Implementing, 2 Accepted (starting August)
- *Policy work; Attendance, Discipline, Restrictive Procedures
- *Online bullying reporting tool and improved number of reports made
- *Large number of community partnerships (1st Witness, Txt4Life, Co-located Therapists, St. Louis County Public Health, Social Services, Housing Programs, Universities, and many more)

5093 – Duluth Public Schools ISD 709 Restrictive Procedures Plan

532R - Regulations and Restrictive Procedures Plan

In accordance with Minnesota Statute 125A.0942, Subd. 1, every school district is required to develop and make public a plan that discloses its use of restrictive procedures. The plan specifically outlines the list of restrictive procedures the school intends to use; how the school will monitor and review the use of restrictive procedures, including post use debriefings and convening an oversight committee; and a written description and documentation of the training and staff that have completed the training.

Duluth Public Schools ISD709 promotes the use of positive behavioral approaches **as** an intervention for all students. Duluth Public Schools ISD 709 uses restrictive procedures only in response to behavior(s) that constitutes an emergency, even if written into a child's Individual Education Plan (IEP) or Positive Behavior Intervention Plan (BIP).

A. Definitions

The following terms are defined as:

1. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury. Emergency does not mean circumstances such as: a child who does not respond to a task or request and instead places his or her head on a desk or hides under a desk or table; a child who does not respond to a staff person's request unless failing to respond would result in physical injury to the child or other individual; or an emergency incident has already occurred and no threat of physical injury currently exists. Minn. Stat. § 125A.094(b).
2. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury. Minn. Stat. § 125A.0941(c).
The term physical holding does not mean physical contact that:
 - a. helps a child respond or complete a task;
 - b. assists a child without restricting the child's movement;
 - c. is needed to administer an authorized health-related service or procedure; or
 - d. is needed to physically escort a child when the child does not resist or the child's resistance is minimal.
3. "Positive behavioral interventions and supports" means interventions and strategies to improve the school environment and teach children the skills to behave appropriately.
4. "Restrictive procedures" means the use of physical holding or seclusion in an emergency. Restrictive procedures must not be used to punish or otherwise discipline a child. Minn. Stat. § 125A.0941(f).
5. "Prone restraint" means placing/holding a student in a face down position. ~~Duluth School District may only use prone restraint on children five years of age and older in an emergency when all other conditions of use for a prone restraint are met. Prone restraint may be used until August 1, 2015.~~ ***Use of Prone restraint under any and all conditions has ended as of August 1, 2015.***
6. "Seclusion" means confining a child alone in a room from which egress is barred. Egress may be barred by an adult locking or closing the door in the room or preventing the child from leaving the room. Minn. Stat. § 125A.0941(g). Removing a child from an activity to a location where the child cannot participate in or observe the activity is not seclusion.

B. **Staff Training - Requirements and ~~Activities-Additional Training Content~~**

Requirements

Staff who design and use behavioral interventions will complete training in the use of positive approaches as well as restrictive procedures. Training records will identify the content of the training, attendees and training dates. Duluth Department of Special Services #709 will compile a list of all Nonviolent Crisis Intervention (NCI) trainings from the Crisis Prevention Institute (CPI) and retain attendance records in the district office. ~~The district will maintain records of additional trainings provided within the district. Records of all trainings will be maintained at each building site.~~ See Attendance Form (Appendix A) and Professional Development Form (Appendix B).

~~The following employee job classifications are authorized and certified to use restrictive procedures:~~

- ~~● Licensed special education teacher~~
- ~~● School social worker~~
- ~~● School psychologist~~
- ~~● Behavior analyst certified by the National Behavior Analyst Certification Board~~
- ~~● A person with a master's degree in behavior analysis~~
- ~~● Other licensed education professional~~
- ~~● Highly qualified education paraprofessional under Minn. Stat. § 120.B363~~
- ~~● Mental health professional as defined in n Minn. Stat. § 245.4871, Subd. 27~~

Additional Activities Training Content

~~Personnel development activities-~~ ***Additional Training Content in the following areas*** will be provided to district staff and contracted personnel who have routine contact with students and who may use restrictive procedures ~~in the following areas:~~

1. Positive behavioral interventions;
2. Communicative intent of behaviors;
3. Relationship building;
4. Alternatives to restrictive procedures, including techniques to identify events and environmental factors that may escalate behavior;
5. De-escalation methods;
6. Standards for using restrictive procedures;
7. Obtaining emergency medical assistance;
8. Physiological and psychological impact of physical holding and seclusion;
9. Monitoring and responding to a child's physical signs of distress when physical holding is being used; and
10. Recognizing the symptoms of and interventions that may cause positional asphyxia when physical holding is used.

Note: Minimum expectations for training of additional content will be met by sharing additional training content during Non-Violent Crisis Intervention Trainings (full and refresher).

~~The District shall maintain records of all staff who have been trained and the organization or professional that conducted the training. The District may collaborate with children's mental health providers to coordinate trainings. The record will detail, attendees, date of training, content or modules trained on that day.~~

The following employee job classifications are authorized and certified to use restrictive procedures:

- **Licensed special education teacher**
- **School social worker**
- **School psychologist**
- **Behavior analyst certified by the National Behavior Analyst Certification Board**
- **A person with a master's degree in behavior analysis**
- **Other licensed education professional**
- **Highly qualified education paraprofessional under Minn. Stat. § 120.B363**
- **Mental health professional as defined in Minn. Stat. § 245.4871, Subd. 27**
- **Other staff designated by the building administrator with required training**

C. Restrictive Procedures and Seclusion

Restrictive procedures that may be used in emergency situations include physical holding and seclusion. Physical holding and seclusion will end when the threat of harm has ended and staff has determined that the student can safely return to the requested activity. Building nurse or health assistant will monitor and assess the student's physical condition during the restrictive procedure.

Physical Holdings

Duluth Public Schools intend to use the following types of physical holding: Children's Control, Team Control, Transport, and Interim Control. **Additionally, situational application of holding principals for lower, medium, and higher level holding in a seated or standing position may be used. Prone restraint is prohibited and may not be used.** ~~only be applied by staff who have been specifically trained on the use of prone restraints, provided the district has submitted a list of trained staff to MDE, including information on the type of training that was provided and the trainer. Before using prone restraints, the district must review any known medical or psychological limitations that contraindicate the use of prone restraints.~~

Seclusion

Duluth Public Schools do not use any rooms for seclusion.

D. Prohibited Procedures

Duluth Public Schools **prohibits the use of the following procedures on a child:** ~~will never use the following prohibited procedures on a child:~~

1. Corporal Punishment which includes conduct involving: (a) hitting or spanking a person with or without an object; or (2) unreasonable physical force that causes bodily harm or substantial emotional harm.
2. Requiring the student to assume and maintain specified physical position, activity, or posture that induces physical pain.
3. Presenting an intense sound, light or other sensory stimuli using smell, taste, substance, or spray as punishment.
4. Denying or restricting the students access to equipment and devices such as wheelchairs, hearing aids or communication boards that facilitate the student's functioning except when temporarily removing the equipment or device is needed to prevent injury to the student others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the student as soon as possible.

5. Interacting with a student in a manner that constitutes sexual abuse, neglect, or physical abuse.
6. Totally or partially restricting a student's senses as punishment.
7. Withholding regularly scheduled meals or water.
8. Denying the student access to bathroom facilities.
9. Physical holding that restricts or impairs a student's ability to breathe.

E. **Documentation of a Restrictive Procedure Physical Holding**

Each time **a restrictive procedure** physical holding is used, the staff person who implements or oversees the **restrictive procedure** physical holding shall document, as soon as possible after the incident concludes, the following information:

- A description of the incident that led to the **restrictive procedure** physical holding;
- Why a least restrictive intervention failed or was determined by staff to be inappropriate or impractical;
- The time the **restrictive procedure** physical holding began and **ended**; the time the child was released; and
- A brief record of the child's behavioral and physical status.

The use of restrictive procedures in emergency situations will be documented through the use of the ~~Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students~~ **Use of Restrictive Procedures - Gen Ed** (Google Form 5093) for general education students and Use of Restrictive Procedure-Physical Holding **or Seclusion** (SpEd Forms) **for students who receive special education services.**

F. **Documentation of Post-Use Staff Debriefing Meeting**

Each time **a restrictive procedure** physical holding is used, the staff person who implemented or oversaw the **restrictive procedure** physical holding shall conduct a post-use debriefing with involved staff within two school days of the incident after the restrictive procedure concludes. There will be at least one staff member attending the debriefing meeting who was not involved in the incident and has knowledge of behaviors **behavioral expertise. The Debriefing Meeting will be documented with the Staff Debriefing Meeting Form (Google Form 5093.1) or Staff Debriefing Meeting Form (SpEd Forms).** A copy of the ~~Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms)~~ will be sent to: child's case manager, the building principal, the district's special services director, and the assistant superintendent. A copy will also be placed in the student's due process file in the school building. The administrative assistant to the director of special services will keep a comprehensive file of all restrictive procedure forms used within the school district.

If the post-use debriefing meeting reveals that the use of **a restrictive procedure** physical holding was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate **restrictive procedures documentation** and the ~~Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms)~~ to determine and recommend training needs.

G. **Keeping of Records**

~~Original~~ **Documentation for all restrictive procedures** will be submitted to the administrative assistant to the director of special services (***paper copies for all students receiving special services and electronically for all general education students***). ~~to be filed in the student special services cum file.~~ Records will be retained for at least seven years following the last date of eligibility for special services to the student.

H. **Documentation for an IEP**

~~The use of restrictive procedures will be documented on the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure-Physical Holding (SpEd Forms).~~ Reviews will be conducted in accordance with MN Statute 125A.0942 Subd. 2(c), which requires when restrictive procedures are used on two separate school days within 30 calendar days, or when a pattern emerges and restrictive procedures are not included in a child's IEP or BIP; or at the request of a parent or the district after restrictive procedures are used. The district must review use of restrictive procedures at a child's annual IEP meeting when the child's IEP provides for using restrictive procedures in an emergency. Minn. Stat. § 125A.0942, Subd. 2(c).

If the IEP team determines that existing interventions and supports are ineffective in reducing the use of restrictive procedures or the district uses restrictive procedures on a child on ten or more school days during the same school year, the team, as appropriate, either must consult with other professionals working with the child; consult with experts in behavior analysis, mental health, communication, or autism; consult with culturally competent professionals; review existing evaluations, resources, and successful strategies; or consider whether to reevaluate the child. Minn. Stat. § 125A.0942, Subd. 2 (d).

At the meeting, the team will review any known medical or psychological limitations that contraindicate the use of a restrictive procedure, consider whether to prohibit that restrictive procedure, and document any prohibition in the IEP or BIP. Minn. Stat. §125A.0942, Subd. 2(e).

Record retention will be in accordance with district policies on student records policy #5060.

I. **Building Oversight Committees**

~~At the start of the school year, schools will publicly identify oversight~~ **oversight** committee members and the purpose of the Building Oversight Committee. For schools that use restrictive procedures, the Building Oversight Committee will meet quarterly to review collected data provided in the **documentation of restrictive procedures and debriefing meetings for general education students and students who receive special education**. ~~Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure-Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms).~~ The Committee will complete the Building Oversight Committee Review form quarterly (**Google** Form 5093.2). At the end of the school year, the Building Oversight Committee will complete the Annual Summary of Use of Restrictive Procedures form (**Google** Form 5093.3).

The Building Oversight Committee will make recommendations in regards to the District's Restrictive Procedures Plan, indicate training needs, and establish a plan for addressing Committee recommendations.

The oversight committee members must at least include:

- A mental health professional, school psychologist, or school social worker;
- An expert in positive behavior strategies
- A special education administrator; and
- A general education administrator. Minn. Stat. § 125A.0942, Subd. 1(b).

If the post-use debriefing meeting reveals that the use of **a restrictive procedure physical holding** was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate **restrictive procedures documentation** and the ~~Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms)~~ to determine and recommend training needs.

The District Oversight Committee (composed of the Special Services Leadership Team **and Climate Coordinator**) will review the Annual Summary of Use of Restrictive Procedures form (**Google** Form 5093.3) from each school building within the school district and assist with future trainings.

J. **Notification of Use of Restrictive Procedures Emergency Situations—Use of Restrictive Procedures**

The Duluth Public Schools shall make reasonable efforts to notify the parent by phone on the same day when restrictive procedures are used in an emergency. If the school is unable to provide same-day notice, notice will be sent by written or electronic means or as otherwise indicated by the parent.

Building administrators will receive written **or electronic** notification when restrictive procedures are used in emergency situations. ~~Records will be reviewed and summarized annually.~~

K. **Positive Behavior Interventions and Supports**

Duluth School District #709 is committed to the three aims of: safe and welcoming environment; high achievement for all; and effective and efficient systems. The district is committed to using positive behavioral interventions and supports to ensure a safe and welcoming environment throughout the school district which will allow for the high achievement for all students. Positive behavior interventions and supports improve the school environment and teach children the skills to behave appropriately.

References: MS 125.0942, Subd. 1
MS 125.0942, Subd. 2(c)

Adopted: ~~08-17-2011 ISD 709~~
Revised: ~~05-20-2014 ISD 709~~

EXTERNALLY SPONSORED TRIP

Externally sponsored trips involve travel to a foreign country, are voluntary in nature, and are not sponsored or approved by Independent School district No. 709. In addition, all staff who accompany students on such foreign travel trips must obtain a liability release and waiver from the students' parents/guardians and submit them to the Office of the Superintendent prior to the trip. All externally sponsored trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee Agenda for informational purposes.

Externally Sponsored Trip Information

Date of Submission: 6-1-16 Destination: Germany, Switzerland & Italy
 Organization/Group Planning Trip: World Language Exploration Group Contact Person: La Donna Bergum
 Overview of Trip: See attached

Trip Dates: Tues, June 14 - June 23, 2016

Externally Sponsored Trip Action

Participant List/Signed Waiver Release Forms Attached

Principal's Signature _____

Date _____

Participant List/Signed Waiver Release Forms Received

Assistant Superintendent's Signature _____

Date _____

Sent in advance of this form



6/8/16

6/9/16



Educational Tours

Germany, Italy and Switzerland

Name: LaDonna Eileen Bergum

Account Number: 792857

Tour Number: 1670521YM

Individual Travel Dates: 6/14/2016 - 6/23/2016 ⓘ

Group Travel Dates: 6/14/2016 - 6/23/2016 ⓘ

Tour Length: 10 days ⓘ

Departing in: 6 days (6/14/2016)

Departure Gateway: Duluth ⓘ

Tour details

Day 1: Fly overnight to Germany

Day 2: Frankfurt • Rothenburg

Meet your Tour Director at the airport

Travel to Rothenburg

Take a tour of Rothenburg

Day 3: Munich

Travel to Munich

Visit Neuschwanstein Castle

Take a walking tour of Munich

With your tour director you will see:

- Frauenkirche
- Neues Rathaus
- Hofbräuhaus

Day 4: Munich

Take a guided tour of Munich

With your expert local guide you will see:

- Olympic Stadium
- Residenz
- Marienplatz

Visit Dachau

Time to explore on your own or

Optional: Munich by bike



Enjoy sightseeing highlights on two wheels during this optional bike tour with Mike's Bike Tours.

Bike routes are isolated from car traffic, and helmets are provided, making this two-hour bike tour a

fun, safe and unique way to discover all that the city has to offer.

Day 5: Venice

Travel via Innsbruck to Venice

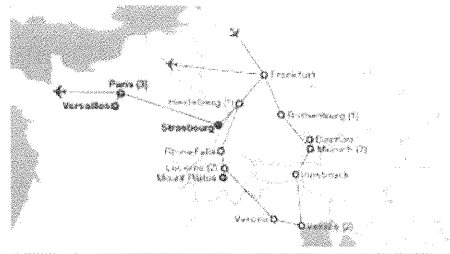
Day 6: Venice

Take a guided tour of Venice

- St. Mark's Square
- Grand Canal

[Download itinerary](#)

[Print](#)



Everything you get:

- Round-trip airfare on major carriers
- Comfortable motorcoach • Train with extension
- 8 overnight stays in hotels with private bathrooms (11 with extension)
- European breakfast and dinner daily
- Full-time Tour Director
- 2 sightseeing tours led by expert, licensed local guides (5 with extension) • 3 sightseeing tours led by your tour director • 1 walking tour (2 with extension)
- Entrances:** Neuschwanstein Castle • Dachau • Doge's Palace • Glass-blowing demonstration • Heidelberg Castle wine barrel • With extension: Strasbourg Cathedral • Versailles • Louvre • Notre Dame Cathedral

Optional:

Munich bike tour • Mount Pilatus • Swiss Folklore Evening

Visit the Doge's Palace
See a glass-blowing demonstration

Day 7: Lucerne

Travel to Lucerne via Verona

Day 8: Lucerne

Take a tour of Lucerne

With your tour director you will see:

- Lion Monument
- Chapel Bridge

Optional: Mount Pilatus



Venture to the top of Mount Pilatus, the majestic 6,387-foot peak that towers over Lucerne. In the summer, take a boat across Lake Lucerne and then ride the Pilatus cog railway—the

steepest in the world—to the top. During other seasons, take a motorcoach to the base and a 45-minute cable car ride to the top, where you'll enjoy splendid views. (Note: Warm clothes and appropriate shoes recommended.)

Optional: Swiss Folklore Event



Opt to join us for a bit of Swiss tradition. You'll enjoy a delicious meal, including the chance to try fondue—the Swiss National Dish! Afterwards, watch a show, complete with yodeling,

traditional dancing, and Alpine horns. Note: Groups traveling from October to mid-April will enjoy Swiss music during their meal instead of the show.

Day 9: Heidelberg

Travel via Rhine Falls and the Black Forest to Heidelberg

Take a tour of Heidelberg

Visit the Heidelberg Castle wine barrel

Day 10: Depart for home

EXTERNALLY SPONSORED TRIP

Externally sponsored trips involve travel to a foreign country, are voluntary in nature, and are not sponsored or approved by Independent School district No. 709. In addition, all staff who accompany students on such foreign travel trips must obtain a liability release and waiver from the students' parents/guardians and submit them to the Office of the Superintendent prior to the trip. All externally sponsored trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee Agenda for informational purposes.

Externally Sponsored Trip Information

Date of Submission: 8 June Destination: Germany

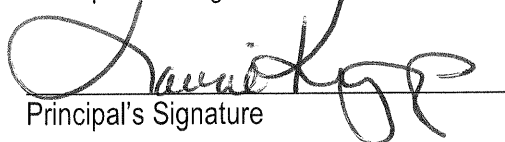
Organization/Group Planning Trip: Xperitas Contact Person: Lynn Hinzmann

Overview of Trip: Students will be having an immersion experience with a family stay. See attached itinerary

Trip Dates: June 18 - July 9, 2016

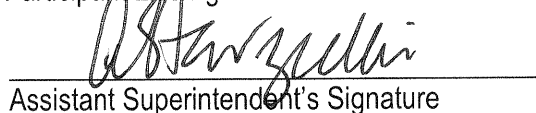
Externally Sponsored Trip Action

- Participant List/Signed Waiver Release Forms Attached


Principal's Signature

6/9/2016
Date

- Participant List/Signed Waiver Release Forms Received


Assistant Superintendent's Signature

6/13/16
Date

GAPP EXCHANGE 2016 - TRIP ITINERARY

Your High School: Duluth East and Hermantown High Schools US State: MN

German Partner School: Progymnasium Tailfingen

Please give us a rough outline of your schedule. Keep in mind that 10 days of school related activities are requested to receive funds. Thank you!

Number of days you spend at your partner school or with school related activities: 10

Reminder: The duration of an exchange visit should be at least 16 days (including arrival and departure). A minimum of two weeks is to be spent with host families, including at least 10 days of school attendance at the partner school.

Dates of your stay in Germany: From: 06/19/2016 To: 07/09/2016
mm/dd/yy mm/dd/yy

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						depart Duluth
arrive Berlin	Berlin	Berlin	bus to Muenchen	Muenchen	Muenchen	day trip to Salzburg
bus to Albstadt via Neuschwanstein	school	school	school	school	school	family stay
family stay	school	school	school	school	school	leave Albstadt arrive Duluth

Comments about your schedule:



where
language
matters.

Intercultural Student Experiences

129 North 2nd Street, Suite 102 | Minneapolis, MN 55401
1.800.892.0022 | 612.436.8299 | Fax: 612.436.8298

Group Leaders	Lynn Hinzmann, Emily Lull & Katie Henly		
Land Operator	Welcome Berlin Tours GmbH	Tel: 030-4433-9354	Emergency Cell: 0160-535-4677
Bus Companies	Minnesota Coaches	Tel: 001-218-724-1717	Cell: 001-218-213-1254
ISE Program Manager	Lydia Murphy: 1-800-892-0022 x 268	Tel:	ISE Emergency Cell: 001-612-643-1473
To Call Germany	Dial 011-49- Telephone number without the zero (0), if given		

Updated Travel Itinerary to Germany for Duluth East & Hermantown, Summer Travel Group #15

Date	Day	Transp.	Overnight Location	Accommodations	Meals, Activities & Reservations
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June 18	Sat	Transfer (Minnesota Coaches)/Air	Depart MINNEAPOLIS for BERLIN		2:30 PM – Depart Duluth East HS for MSP
June 19	Sun	Transfer	BERLIN	H2 Hotel Berlin Alexanderplatz	Welcome Dinner
June 20	Mon		BERLIN	Karl-Liebknecht-Str. 32a	B
June 21	Tues		BERLIN	(0)30-240 8801-0	B
June 22	Wed	Bus	MUNICH		B
June 23	Thur		MUNICH	Hotel Brunnenhof	B
June 24	Fri		MUNICH	Schillerstraße 36	B
June 25	Sat	Bus	MUNICH	(0)89-545100	B, Day trip to Salzburg & Visit to Salt Mine
June 26	Sun	Bus	Begin Family Stay in ALBSTADT	Family Stay	B, Castle Tour en route to Albstadt
June 27 – July 7	Mon – Thur		Family Stay	Family Stay	8:25 AM – Pick up Neuschwanstein tickets 9:25 AM – Tour of Neuschwanstein Castle Privately arranged
July 8	Fri		Last night in Family Stay	Family Stay	Privately arranged
July 9	Sat	Transfer/Air	Return from STUTTGART to MINNEAPOLIS	Family Stay	En route

B=Breakfast, L=Lunch

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-16-02	2. Issuance Date: 04/25/2016
	3. Originating Office: Office of Head Start	
	4. Key Words: Extend Duration of Services; Continuous Services Supplemental Funds; Application; Eligibility	

PROGRAM INSTRUCTION

TO: All Head Start and Early Head Start Grantees, Including Delegate Agencies, Early Head Start-Child Care Partnership Grantees, and State Collaboration Grantees

SUBJECT: Supplemental Funds Available to Extend Duration of Services in Head Start and Early Head Start

INSTRUCTION:

The Office of Head Start (OHS) announces the availability of approximately \$294 million to be awarded for the purpose of increasing the total annual hours of high-quality early education services offered to children enrolled in Head Start and Early Head Start center-based and family child care programs. This supplemental funding is being made available under the Consolidated Appropriations Act of 2016 (Pub.L. 114-113). OHS solicits applications from existing Head Start and Early Head Start grantees that do not provide services equivalent to a full school day and full school year for 40 percent or more of their Head Start center-based participants, do not provide continuous services for all of their family child care participants or Early Head Start center-based participants, or wish to convert slots from locally designed or combination options to center-based program schedules for longer service duration. Over 90 percent of existing grantees that currently do not serve all of their Head Start children for at least 1,020 hours are eligible to apply for these funds. The U.S. Department of Health and Human Services (HHS) expects to award funds to grantees eligible under this Program Instruction in each of the 50 states and the District of Columbia, and the U.S. territories, pending a fundable application. Subject to appropriations, funds awarded would become part of a grantee’s base funding in future years.

Background

Decades of scientific research documents the strong and lasting impact of high-quality early learning experiences on child outcomes. Head Start’s mission is to promote the school readiness of young children from low-income families. Research suggests that having high-quality, full school day and full school year care is particularly important for low-income children to succeed in kindergarten and beyond. Based on this research, OHS is working to expand the number of children who participate in full school day and full school year or continuous programs.

Specifically, research on extended day programs for young children, full school day preschool, full school day kindergarten, and effective teaching and curricular practices strongly point to the

inadequacy of program schedules that offer the current Head Start minimum of 448 annual hours in achieving meaningful child outcomes. Head Start children need more learning time in high quality programs than is provided by the Head Start minimum duration standards in order to prepare them for success later in school and in life. It is very difficult for half-day programs to provide sufficient time for teachers to conduct learning activities and intentional instruction in small group and one-on-one interactions in the areas of skill development experts believe are important to later school success. Extending the duration of Head Start programs also enables greater alignment to full school day/full school year kindergarten and the growing number of full school day/full school year state preschool programs.

In addition, research on summer learning loss and attendance demonstrates the importance of extending the number of annual hours provided in early childhood education settings, including Head Start. Learning loss can be even greater for children from low-income families.

Although research does not indicate a specific threshold of hours per day or days per year, there is strong and mounting evidence that Head Start children need greater exposure to high-quality early learning experiences than is provided under Head Start minimum duration standards in order to support strong outcomes.

Additionally, research indicates that consistent and uninterrupted relationships with responsive and sensitive caregivers is critical to healthy social and emotional development. This is particularly true for infants and toddlers. While most Early Head Start programs provide this longer duration, increasing the number of annual hours provided in all Early Head Start programs will promote secure adult-child attachment for more children to enable learning in the earliest years.

Extending the number of annual hours provided in early childhood education settings—whether Head Start or Early Head Start—also yields important benefits to working families.

Purpose

The purpose of this funding is to provide access to full school year and full school day programming in all Head Start communities, and continuous services for all Early Head Start families, by supporting grantees in extending the program day and/or year for more children.

These funds can be used to support a myriad of center-based program models with varying hours per day and days per year, as long as the program provides services for **1,020 hours of planned class operations over the course of a minimum of eight months per year** for Head Start and **1,380 hours of planned class operations per year** for Early Head Start.

Additionally, grantees may increase service duration for their **Head Start and Early Head Start family child care slots to 1,380 hours of planned class operations**. “Hours of planned class operations” is defined as hours when children are scheduled to attend. Professional development, trainings, orientations, teacher planning, data analysis, parent-teacher conferences, home visits, classroom sanitation, and transportation do not count toward the hours of planned class operations.

The goal of these funds is to increase the proportion of a grantee’s Head Start center-based slots operating for 1,020 annual hours, Early Head Start center-based slots operating for 1,380 annual hours, and Head Start and Early Head Start family child care slots operating for 1,380 annual

hours. Head Start grantees may apply for funding to increase the share of Head Start center-based slots that meet the 1,020 hours annual threshold to up to 40 percent of their center-based slots, though available funding may mean that the grantee will be awarded funding to increase service duration for a somewhat smaller share. Grantees with Early Head Start center-based slots and with Head Start and Early Head Start family child care slots may apply for funding to increase the duration of all of these slots to the 1,380 hours threshold.

Voluntary Application

Grantees that receive these funds must provide high-quality, comprehensive, and continuous early care and education for preschoolers and/or infants and toddlers in center-based and family child care settings. These funds cannot be used for expansion of Head Start or Early Head Start enrollment.

Application for these funds is voluntary.

Eligibility

Determining Eligibility

Eligibility criteria for Head Start and Early Head Start grantees, including American Indian and Alaska Native (AIAN) grantees and Migrant and Seasonal Head Start (MSHS) grantees, are described in this section. For all grantees, eligibility according to these criteria will be determined using the data submitted by the grantee in the Program Schedule tab of the most recent annual Grant Application in the Head Start Enterprise System (HSES). Eligibility for grantees that successfully competed and received awards since July 1, 2015 and have not yet submitted an annual continuation application will be determined based on the level of services approved in the competitive application.

Grantees Eligible for Funding

Head Start. **Head Start grantees that operate less than 40 percent of their center-based funded enrollment** for a full school day and full school year schedule (1,020 hours of planned class operations over the course of a minimum of eight months per year) are eligible to apply. Applicants must propose to provide 1,020 annual hours of planned class operations for up to the number of slots needed to operate 40 percent of their Head Start center-based funded enrollment for this service duration. For example, a grantee that currently operates 20 percent of its center-based funded enrollment for a full school day and full school year (1,020 hours of planned class operations) may apply to operate up to an additional 20 percent of its funded enrollment at this service level. Applications to provide services for fewer than eight months per year will not be approved.

These funds may be used to convert Head Start slots from combination or locally designed program options to a center-based option and a full school day and full school year schedule (1,020 annual hours of planned class operations). If any current combination or locally designed option Head Start slots are proposed for conversion, these slots will be counted toward the grantee's Head Start center-based funded enrollment for the purposes of determining the percentage of center-based slots proposed to operate at 1,020 annual hours. For example, if a grantee currently has 70 center-based slots and 30 combination option slots and proposes to convert all 30 combination slots to center-based and 1,020 annual hours, then—if none of its 70 existing center-based slots currently operate for 1,020 annual hours—the grantee could also apply to increase duration for as many as 10 of its current center-based slots to 1,020 hours so that 40 center-based slots would operate for 1,020 hours out of a total of 100 center-based slots, equaling 40 percent.

Funds may also be used to increase service duration to 1,380 annual hours of planned class operations for up to 100 percent of grantees' Head Start family child care-funded enrollment. We are allowing funds to be used to increase service duration to this higher threshold for Head Start-funded children in family child care because this program option serves children in mixed age groups that include infants and toddlers who attend for a longer duration. Head Start family child care slots are not counted toward a grantee's center-based funded enrollment for the purposes of determining the percentage of Head Start center-based slots proposed to operate at 1,020 annual hours.

AIAN and MSHS grantees are eligible to apply under the same conditions described above. However, MSHS grantees may apply to provide services for fewer than eight months per year.

Early Head Start. **Early Head Start grantees that operate less than 100 percent of their center-based funded enrollment** at 1,380 annual hours of planned class operations are eligible to apply. Funding may be used to lengthen services for up to 100 percent of Early Head Start center-based slots not currently operating for 1,380 annual hours of planned class operations. Grantees wishing to apply must propose to provide 1,380 annual hours of planned class operations.

These funds may be used to convert Early Head Start slots from combination or locally designed program options to continuous Early Head Start center-based services (1,380 annual hours of planned class operations). See the description in the Head Start section above for more information.

Funds may also be used to increase service duration to 1,380 annual hours of planned class operations for Early Head Start family child care funded enrollment.

AIAN and MSHS grantees are eligible to apply under the same conditions described above.

Grantees Not Eligible for Funding

Due to the limited funding available, Head Start grantees currently operating 40 percent or more of their center-based funded enrollment at 1,020 annual hours of planned class operations, Early Head Start grantees currently operating 100 percent of their center-based funded enrollment at 1,380 annual hours of planned class operations, and Head Start and Early Head Start grantees currently operating 100 percent of their family child care funded enrollment at 1,380 annual hours of planned class operations are not eligible to apply for these funds. The president's fiscal year (FY) 2017 budget requests funding to continue expanding the number of children who can attend Head Start for a full school day and year. If that funding is provided, then in the future, a larger set of grantees will be able to continue to increase their full school day and year and/or continuous program offerings.

How to Apply

HSES Duration Supplement Amendment

Applicants must complete the Duration Supplement Amendment in HSES. Additional technical guidance is available on the relevant pages of the amendment.

Content of Applications

Applicants must address the following requirements in their application. The Application and Budget Justification Narrative should not exceed 20 pages, double-spaced in Times New Roman, 12-point font. Applications should include a Table of Contents.

Application Narrative. All applicants must describe the number of center-based and/or family child care program schedules they currently operate, as well as the annual hours of planned class operations provided (as defined in the Purpose section), the number of classrooms, and the number of children (funded enrollment) served in each program schedule.

Current Operations. Applicants must provide evidence of the total proportion of currently funded slots meeting the equivalent of 1,020 hours per year for Head Start center-based programs, 1,380 hours per year for Early Head Start center-based programs, and Head Start and Early Head Start family child care programs by number and percentage.

Approach. Head Start center-based grantees should use their community assessment and current program schedules to propose an approach that transitions an appropriate proportion (for a total of up to 40 percent) of their current Head Start center-based funded enrollment to a full school day and full school year program schedule (1,020 annual hours and a minimum of eight months per year) by extending the program day and/or year.

Early Head Start center-based and Head Start and Early Head Start family child care grantees should use their community assessment and current program schedules to propose an approach that transitions up to 100 percent of these slots that are not currently receiving 1,380 annual hours of planned class operations to a continuous program providing 1,380 annual hours.

Implementation Plan. Applicants must include an implementation plan that describes their proposed process for transitioning program operations, staff, and families to a longer service duration. This implementation plan must include a timeline to be fully operational. OHS expects that all applicants will be fully operational at the increased service duration no later than the beginning of the 2017-2018 program year, if not sooner.

Budget and Budget Justification. Applicants must include a detailed 12-month budget (in the HSES Budget tab) and a narrative budget justification that estimate **only the supplemental funds** necessary to support the incremental ongoing operating costs for the additional hours of service for the funded enrollment for which they propose to increase service duration. The budget justification must describe the intended use of the requested funding. Applicants should only include costs associated with extending services offered to the proportion of their slots transitioning to full school day and full school year and/or continuous services. OHS understands that scale-up activities may be necessary prior to full implementation of the increased duration. Applicants must ensure the funding level requested is adequate to support the full array of staffing and infrastructure for successful implementation of full school day and full school year and/or continuous services.

Reasonable and Allowable Costs. Examples of reasonable and allowable costs include the purchase, renovation, rental, and maintenance of additional facilities; ongoing purchases of classroom supplies; expenses for staff providing increased service duration; and professional development to support staff transitioning to a longer service duration.

These grant funds cannot be used to cover other program costs not associated with extending services offered for the proportion of slots they intend to transition to full school day and full school year services. **These funds cannot be used for expansion of Head Start or Early Head Start enrollment.** These funds cannot be used to provide home-based services or to convert home-based slots to center-based services. Costs incurred for grant application preparation are not considered an allowable use of funds and may not be included in the project budget or budget justification.

Funds awarded to increase the total annual hours of planned class operations must not supplant existing subsidies or other funding.

Start-up Costs. Start-up costs may be requested by an applicant in addition to the base operating supplemental funds. Examples of start-up activities are facility renovations or purchase, initial purchase of classroom supplies, licensing, background checks for additional staff, etc. Estimates for start-up costs must be easily identified as a separate budget in the Budget and Budget Justification section of the application. Applicants requesting start-up funds in addition to the 12-month budget must include start-up costs in the duration supplemental amendment application SF-424A.

Approval of start-up costs is not guaranteed; they are negotiated at the time of award and are based on reasonableness, necessity, and the availability of funds. The incurrence of start-up costs in anticipation of an award is done at the applicant's own risk and imposes no obligation on OHS either to make an award or to increase the amount of the approved budget if an award is made for less than the amount anticipated and is inadequate to cover the start-up costs incurred. It is possible that OHS may honor start-up costs by reducing the base amount of the award to include these costs.

Training and Technical Assistance.

Grantee training and technical assistance (T/TA) set-asides will not increase under this appropriation. However, consistent with current budgeting authority, grantees may elect to use a portion of operational funding, both in start-up and ongoing costs, for T/TA purposes.

Deadline

All applications must be submitted in HSES no later than Friday, June 24, 2016.

Please direct any questions regarding this Program Instruction to your Regional Office.

Thank you for the work you do on behalf of children and families.

/Blanca Enriquez/

Blanca Enriquez
Director
Office of Head Start

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-16-03	2. Issuance Date: 04/27/2016
	3. Originating Office: Office of Head Start	
	4. Key Words: Consolidated Appropriations Act; Appropriations; Fiscal Year (FY) 2016; Funding Increase; Cost of Living Adjustment (COLA)	

PROGRAM INSTRUCTION

TO: All Head Start and Early Head Start Grantees, Including Delegate Agencies, Early Head Start-Child Care Partnerships, and State Collaboration Grantees

SUBJECT: FY 2016 Head Start Funding Increase

INSTRUCTION:

President Obama signed Public Law 114-113, the Consolidated Appropriations Act of 2016, on December 18, 2015. This Act includes \$9,168,095,000 for programs under the Head Start Act, which is an increase of approximately \$570 million over the fiscal year (FY) 2015 funding level.

The approximately \$570 million increase provides grantees a 1.8 percent cost of living adjustment (COLA), depending on final funding decisions. The FY 2016 funding level also includes \$294 million to support programs in lengthening their day and year, and \$135 million for Early Head Start-Child Care (EHS-CC) Partnerships and Early Head Start (EHS) Expansion. We will provide more information in the coming weeks about how to apply for these funds.

This Program Instruction (PI) provides information about the additional funds that are available to Head Start and Early Head Start grantees in FY 2016 for the COLA and describes the requirements for applying for these funds. Grantees that already received partial funding for FY 2016 are eligible to receive a supplemental award for the COLA. Grantees that are subject to competition for continued funding through the Designation Renewal System are also eligible to receive the COLA. State Collaboration grants are not eligible for the COLA due to the statutory cap on their funding in the Head Start Act.

FY 2016 COLA

Each grantee, including those with EHS-CC Partnership funding, may apply for a COLA increase of 1.8 percent of the FY 2015 base funding level. Base funding excludes training and technical assistance (T/TA) funds and any one-time funding grantees may have received in FY 2015. COLA funds are to be used to increase staff salaries and fringe benefits and to pay for higher operating costs.

Programs that use COLA funds to increase staff salaries should increase the hourly rate of pay and permanently increase the Head Start pay scale rather than only increase the salaries of current employees. Sections 653 and 640(j) of the Head Start Act provide further guidance on the uses and limitations of the COLA funds. Section 653 of the Act restricts compensation to a Head Start employee that is higher than the average rate of compensation paid for substantially comparable services in the area where the program is operating. Section 653 also prohibits any Head Start employee from being compensated at a rate higher than that of an Executive Schedule Level II position. Section 640(j) of the Act requires that the compensation of Head Start employees must be improved regardless of whether the agency has the ability to improve the compensation of staff employed by the agency that do not provide Head Start services.

Each grantee, as specified in 45 CFR 1301.31 of the Head Start Program Performance Standards, is required to have personnel policies that specify salary rates and fringe benefits. Any grantee proposing differential COLA increases to staff, delegates, or partners must justify its rationale in its budget narrative.

Funds remaining after providing the COLA increase in the hourly rate of pay may be used to offset increased operating costs in other areas of the budget. This includes increased costs in rent, utilities, facilities maintenance and insurance, contractual arrangements, vehicle fuel, and maintenance, supplies, and equipment.

Application Requirements

Grantees are required to request these funds through a grant application. Your Regional Office will send a Funding Guidance Letter to provide information on the amount of funds available to your agency this year and to offer further guidance on the application requirements. Grantees must submit a grant application or supplemental application in the Head Start Enterprise System (HSES) that includes:

- SF-424 Application for Federal Assistance
- Program narrative
- Budget and budget narrative
- Signed statements of the governing body and Policy Council chairs and minutes documenting each group's participation in the development and approval of the application

As always, grantees encountering one-time needs, especially related to health and safety concerns, should contact their Regional Office throughout the year.

Please direct any questions regarding this PI to your Regional Office.

Thank you for the work you do on behalf of children and families.

/ Blanca Enriquez /

Blanca Enriquez
Director
Office of Head Start

ISD 709/ Duluth Head Start

Cost of Living Adjustment

As Per ACF-IM-HS-16-03

PROGRAM NARRATIVE

When the COLA was announced, we had just submitted our refunding application. Because we made decisions to enable us to balance our budget, this opportunity will allow us to restore cuts and to allow us to make purchases we have deferred for lack of funding for a long time. The largest expenses are for technology resources. We have put this large expenditure off for many years. Most computers are 10 years old. The following is a list of budget restorations and expenditures we are proposing.

1. Restore cut in FTE of Head Start Director
2. Restore Data Days for teachers to examine child outcome data and make decisions as to how to help each child meet goals and benchmarks
3. Purchase laptops for office and advocate use
4. Replace outdated desktop computers
5. Purchase tablets for use in the field and with Child Plus data entry
6. Restore classroom supply budgets
7. Purchase a printer to replace failing office printer
8. Offset large increases in phone services fees, printing and copying

As a part of union negotiations with our grantee, all Head Start staff have benefitted from a raise in their wages. The following chart will document the percentage of increase for each bargaining unit. This chart encompasses all Head Start employees paid with Federal Head Start dollars.

Actual contracts are available online at: <http://www.isd709.org/district/departments-3/human-resources/contracts---bargaining-units>

Bargaining Unit	Percentage of Increase in Compensation	Effective Dates
Clerical Local 692-Administrative Assistants	2% in 2015-2016 2% in 2016-2017	July 1, 2015 to June 30, 2017
Duluth Federation of Teachers-Teachers and Coordinators	2% in 2015-2016 2% in 2016-2017	July 1, 2015 to June 30, 2017
Paraprofessionals-Educational Assistants	2% in 2015-2016 Assumed 2-3% in 2016-2017	July 1, 2013 to June 30, 2016
DWIAA- Head Start Director	2% in 2015-2016 2% in 2016-2017	August 1, 2014 to July 31, 2017

Please note, the Paraprofessional contract is currently being negotiated before the June 30, 2016 deadline. In the past, the paraprofessional bargaining unit has settled with an increase commensurate with the teacher contract. For budgeting purposes, we estimated a 3% increase over the next grant cycle for paraprofessionals. This may be a bit more than they will settle for.

~~5093—DULUTH PUBLIC SCHOOLS ISD 709 RESTRICTIVE PROCEDURES PLAN~~

~~In accordance with Minnesota Statute 125A.0942, Subd. 1, every school district is required to develop and make public a plan that discloses its use of restrictive procedures. The plan specifically outlines the list of restrictive procedures the school intends to use; how the school will monitor and review the use of restrictive procedures, including post use debriefings and convening an oversight committee; and a written description and documentation of the training and staff that have completed the training.~~

~~Duluth Public Schools ISD709 promotes the use of positive behavioral approaches an intervention for all students. Duluth Public Schools ISD 709 uses restrictive procedures only in response to behavior(s) that constitutes an emergency, even if written into a child's Individual Education Plan (IEP) or Positive Behavior Intervention Plan (BIP).~~

~~A. Definitions~~

~~The following terms are defined as:~~

- ~~1. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury. Emergency does not mean circumstances such as: a child who does not respond to a task or request and instead places his or her head on a desk or hides under a desk or table; a child who does not respond to a staff person's request unless failing to respond would result in physical injury to the child or other individual; or an emergency incident has already occurred and no threat of physical injury currently exists. Minn. Stat. § 125A.094(b).~~
- ~~2. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury. Minn. Stat. § 125A.0941 (c)
The term physical holding does not mean physical contact that:

 - ~~a. helps a child respond or complete a task;~~
 - ~~b. assists a child without restricting the child's movement;~~
 - ~~c. is needed to administer an authorized health related service or procedure; or~~
 - ~~d. is needed to physically escort a child when the child does not resist or the child's resistance is minimal.~~~~
- ~~3. "Positive behavioral interventions and supports" means interventions and strategies to improve the school environment and teach children the skills to behave appropriately.~~
- ~~4. "Restrictive procedures" means the use of physical holding or seclusion in an emergency. Restrictive procedures must not be used to punish or otherwise discipline a child. Minn. Stat. § 125A.0941 (f)~~
- ~~5. "Prone restraint" means placing a student in a face down position. Duluth School District may only use prone restraint on children five years of age and older in an emergency when all other conditions of use for a prone restraint are met. Prone restraint may be used until August 1, 2015.~~
- ~~6. "Seclusion" means confining a child alone in a room from which egress is barred. Egress may be barred by an adult locking or closing the door in the room or preventing the child from leaving the room. Minn. Stat. § 125A.0941 (g). Removing a child from an activity to a location where the child cannot participate in or observe the activity is not seclusion.~~

B. Staff Training Requirements and Activities

Requirements

Staff who design and use behavioral interventions will complete training in the use of positive approaches as well as restrictive procedures. Training records will identify the content of the training, attendees and training dates. Duluth Department of Special Services #709 will compile a list of all Nonviolent Crisis Intervention (NCI) trainings from the Crisis Prevention Institute (CPI) and retain attendance records in the district office. The district will maintain records of additional trainings provided within the district. ~~Records of all trainings will be maintained at each building site.~~ See Attendance Form (Appendix A) and Professional Development Form (Appendix B).

The following employee job classifications are authorized and certified to use restrictive procedures:

- ~~Licensed special education teacher~~
- ~~School social worker~~
- ~~School psychologist~~
- ~~Behavior analyst certified by the National Behavior Analyst Certification Board~~
- ~~A person with a master's degree in behavior analysis~~
- ~~Other licensed education professional~~
- ~~Highly qualified education paraprofessional under Minn. Stat. § 120.B363~~
- ~~Mental health professional as defined in n Minn. Stat. § 245.4871, Subd. 27~~

Activities

Personnel development activities will be provided to district staff and contracted personnel who have routine contact with students and who may use restrictive procedures in the following areas:

1. ~~Positive behavioral interventions;~~
2. ~~Communicative intent of behaviors;~~
3. ~~Relationship building;~~
4. ~~Alternatives to restrictive procedures, including techniques to identify events and environmental factors that may escalate behavior;~~
5. ~~De-escalation methods;~~
6. ~~Standards for using restrictive procedures;~~
7. ~~Obtaining emergency medical assistance;~~
8. ~~Physiological and psychological impact of physical holding and seclusion;~~
9. ~~Monitoring and responding to a child's physical signs of distress when physical holding is being used; and~~
10. ~~Recognizing the symptoms of and interventions that may cause positional asphyxia when physical holding is used.~~

The District shall maintain records of all staff who have been trained and the organization or professional that conducted the training. The District may collaborate with children's mental health providers to coordinate trainings. The record will detail, attendees, date of training, content or modules trained on that day.

C. Restrictive Procedures and Seclusion

Restrictive procedures that may be used in emergency situations include physical holding and seclusion. Physical holding and seclusion will end when the threat of harm has ended and staff has determined that the student can safely return to the requested activity. Building nurse or health assistant will monitor and assess the student's physical condition during the restrictive procedure.

Physical Holdings

Duluth Public Schools intend to use the following types of physical holding: Children's Control, Team Control, Transport, and Interim Control. Prone restraint may only be applied by staff who have been specifically trained on the use of prone restraints, provided the district has submitted a list of trained staff to MDE, including information on the type of training that was provided and the trainer. Before using prone restraints, the district must review any known medical or psychological limitations that contraindicate the use of prone restraints.

Seclusion

Duluth Public Schools do not use any rooms for seclusion.

D. Prohibited Procedures

Duluth Public Schools will never use the following prohibited procedures on a child:

1. Corporal Punishment which includes conduct involving: (a) hitting or spanking a person with or without an object; or (2) unreasonable physical force that causes bodily harm or substantial emotional harm.
2. Requiring the student to assume and maintain specified physical position, activity, or posture that induces physical pain.
3. Presenting an intense sound, light or other sensory stimuli using smell, taste, substance, or spray as punishment.
4. Denying or restricting the students access to equipment and devices such as wheelchairs, hearing aids or communication boards that facilitate the student's functioning except when temporarily removing the equipment or device is needed to prevent injury to the student others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the student as soon as possible.
5. Interacting with a student in a manner that constitutes sexual abuse, neglect, or physical abuse.
6. Totally or partially restricting a student's senses as punishment.
7. Withholding regularly scheduled meals or water.
8. Denying the student access to bathroom facilities.
9. Physical holding that restricts or impairs a student's ability to breathe.

E. Documentation of Physical Holding

Each time physical holding is used, the staff person who implements or oversees the physical holding shall document, as soon as possible after the incident concludes, the following information:

- A description of the incident that led to the physical holding;
- Why a least restrictive intervention failed or was determined by staff to be inappropriate or impractical;
- The time the physical holding began and the time the child was released; and

- A brief record of the child's behavioral and physical status.

The use of restrictive procedures in emergency situations will be documented through the use of the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) for general education students and Use of Restrictive Procedure Physical Holding (SpEd Forms).

F. Documentation of Post-use Staff Debriefing Meeting

Each time physical holding is used, the staff person who implemented or oversaw the physical holding shall conduct a post-use debriefing with involved staff within two school days of the incident after the restrictive procedure concludes. There will be at least one staff member attending the debriefing meeting who was not involved in the incident and has knowledge of behaviors. A copy of the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms) will be sent to: child's case manager, the building principal, the district's special services director, and the assistant superintendent. A copy will also be placed in the student's due process file in the school building. The administrative assistant to the director of special services will keep a comprehensive file of all restrictive procedure forms used within the school district.

If the post-use debriefing meeting reveals that the use of physical holding was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms) to determine and recommend training needs.

G. Keeping of Records

Original documentation will be submitted to the administrative assistant to the director of special services to be filed in the student special services cum file. Records will be retained for at least seven years following the last date of eligibility for special services to the student.

H. Documentation for an IEP

The use of restrictive procedures will be documented on the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms). Reviews will be conducted in accordance with MN Statute 125A.0942 Subd. 2(c) which requires when restrictive procedures are used on two separate school days within 30 calendar days or when a pattern emerges and restrictive procedures are not included in a child's IEP or BIP; or at the request of a parent or the district after restrictive procedures are used. The district must review use of restrictive procedures at a child's annual IEP meeting when the child's IEP provides for using restrictive procedures in an emergency. Minn. Stat. § 125A.0942, Subd. 2 (c).

If the IEP team determines that existing interventions and supports are ineffective in reducing the use of restrictive procedures or the district uses restrictive procedures on a child on ten or more school days during the same school year, the team, as appropriate, either must consult with other professionals working with the child; consult with experts

~~in behavior analysis, mental health, communication, or autism; consult with culturally competent professionals; review existing evaluations, resources, and successful strategies; or consider whether to reevaluate the child. Minn. Stat. § 125A.0942, Subd. 2(d).~~

~~At the meeting the team will review any known medical or psychological limitations that contraindicate the use of a restrictive procedure, consider whether to prohibit that restrictive procedure, and document any prohibition in the IEP or BIP. Minn. Stat. §125A.0942, Subd. 2(e).~~

~~Record retention will be in accordance with district policies on student records policy # 5060.~~

~~I. **Building Oversight Committees**~~

~~At the start of the school year, schools will publicly identify oversight committee members and the purpose of the Building Oversight Committee. For schools that use restrictive procedures, the Building Oversight Committee will meet quarterly to review collected data provided in the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms). The Committee will complete the Building Oversight Committee Review Form quarterly (Form 5093.2). At the end of the school year, the Building Oversight Committee will complete the Annual Summary of Use of Restrictive Procedures form (Form 5093.3).~~

~~The Building Oversight Committee will make recommendations in regards to the District's Restrictive Procedures Plan, indicate training needs, and establish a plan for addressing Committee recommendations.~~

~~The oversight committee members must at least include:~~

- ~~● A mental health professional, school psychologist, or school social worker;~~
- ~~● An expert in positive behavior strategies~~
- ~~● A special education administrator; and~~
- ~~● A general education administrator. Minn. Stat. § 125A.0942, Subd. 1(b)~~

~~If a post-use debriefing meeting reveals that the use of physical holding was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate the Critical Incident Data Sheet for Restrictive Procedures Utilized with General Education Students (Form 5093) or the Use of Restrictive Procedure Physical Holding (SpEd Forms) and the Staff Debriefing Meeting Form Utilized with General Education Students (Form 5093.1) or the Staff Debriefing Meeting Form (SpEd Forms) to determine and recommend training needs.~~

~~The District Oversight Committee composed of the Special Services Leadership team will review the Annual Summary of Use of Restrictive Procedures form (Form 5093.3) from each school building within the school district and assist with future trainings.~~

~~J. Emergency Situations — Use of Restrictive Procedures~~

~~The Duluth Public Schools shall make reasonable efforts to notify the parent by phone on the same day when restrictive procedures are used in an emergency. If the school is unable to provide same-day notice, notice will be sent by written or electronic means or as otherwise indicated by the parent.~~

~~Building administrators will receive written notification when restrictive procedures are used in emergency situations. Records will be reviewed and summarized annually.~~

~~K. Positive Behavior Interventions and Supports~~

~~Duluth School District #709 is committed to the three aims of: safe and welcoming environment; high achievement for all; and effective and efficient systems. The district is committed to using positive behavioral interventions and supports to ensure a safe and welcoming environment throughout the school district which will allow for the high achievement for all students. Positive behavior interventions and supports improve the school environment and teach children the skills to behave appropriately.~~

~~Legal References:~~ ~~MS 125.0942, Subd. 1~~
~~MS 125.0942, Subd. 2(c)~~

~~Adopted: 08-17-2011 ISD 709~~

~~Revised: 05-20-2014 ISD 709~~

Deletion: Second Reading 06/21/2016

Replaced by MSBA Policy 532

Adopted: _____

MSBA/MASA Model Policy 532

Orig. 2003

Revised: _____

Rev. 2015

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

~~[Note: School districts are required by statute to have a policy addressing these issues.]~~

~~[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of "conditional procedures" with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minn. Stat. §§ 121A.66, 121A.67, Subd. 1, as well as Minn. Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minn. Stat. § 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]~~

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to **use a restrictive procedure or** remove, if necessary, a student with an individualized education program (IEP) from school grounds. **This includes students with or without an individualized education program (IEP).**

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

~~If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy. **If a student engages in behavior that constitutes an emergency, that student may be subject to the use of restrictive procedures and/or the removal from school grounds in accordance with this policy.**~~

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase "remove the student from school grounds" is the act of securing the person of a student ~~with an IEP~~ and escorting that student from the school building or school activity at which the student ~~with an IEP~~ is located.
- F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS ~~WITH IEPs~~ FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan, **if applicable**. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the

health, **and** safety, or property of the student, other students, **or** staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student ~~with an IEP~~ engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student ~~with an IEP~~ engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

~~[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]~~

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student ~~with an IEP~~ from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to **self or** another.

In removing a student ~~with an IEP~~ from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal—**or use of a restrictive procedure.**

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student ~~with an IEP~~ may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be

necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (~~Commissioner~~) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
 Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)
 Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
 Minn. Stat. § 609.06 (Authorized Use of Force)
 Minn. Stat. § 609.379 (Permitted Actions)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
 34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 507 (Corporal Punishment)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 525 (Violence Prevention)
 MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing: Policy 5093
 Second Reading: 6/21/2016

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Author/Contact	Project Title	Award Amount	Terms
Education Minnesota Foundation for Excellence in Teaching and Learning	Ginger Backus	IMPACT Grant	\$13,500.00	Funds from this grant award will be used by the Duluth Educators Mentorship Program to provide mentor training for tenured teachers from various grade levels and curricular areas to assist in professional growth, provide support to, and have a collaborative relationship with a mentee (first year educator).

Scott Charlesworth-Seiler
Foundation, President
Paul Mueller
Foundation, Vice President
Rodney Rowe
Foundation, Secretary-Treasurer
Dayonna Knutson
Foundation, Director

May 19, 2016

Ginger Backus
215 N. 1st Ave. E.
Duluth, MN 55802

File #: 2016-1222-IMP

Dear Ginger,

I am very pleased to inform you that the Board of Trustees for the Education Minnesota Foundation for Excellence in Teaching and Learning has approved funding for your IMPACT Grant application in the amount of \$13,500.00.

This grant was made possible by your organization's knowledge of the needs in the community and the desire of the foundation board to recognize and meet those needs. We are proud to be your partner in this endeavor.

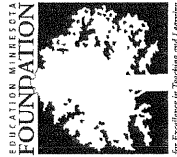
This letter includes a letter of agreement on the following page. Please review, sign and return one of the two copies to us in the postage-paid envelope by July 1, 2016. By signing and returning this letter, you are consenting to the terms of agreement. Your check will be issued when we receive your signed letter. All questions should be directed to Dayonna Knutson, Foundation Director, at 651-292-4834 or dayonna.knutson@edmn.org.

Thank you for serving the members of Education Minnesota—educators working to improve teaching and learning in Minnesota.

Yours truly,

Scott R. Charlesworth-Seiler

Scott Charlesworth-Seiler, president
Board of Trustees
Education Minnesota Foundation for Excellence in Teaching and Learning



THE VOICE FOR PROFESSIONAL
EDUCATORS AND STUDENTS

41 Sherburne Ave., St. Paul, MN 55103
651-227-9541 800-652-9073 Fax 651-292-4802
www.educationminnesota.org

Education Minnesota is an affiliate of the American Federation of Teachers,
the National Education Association and AFL-CIO.

5/19/16



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IMPACT Grant agreement

Please sign, date and return this letter in the envelope provided and retain a copy for your records.

Our monitoring and reporting system is simple with the following general requirements designed to assist you. Your agreement to follow these guidelines constitutes our "contract" with you. Returning this signed agreement releases funds to you as coordinator and begins your grant period.

- I agree to use our grant funds for the purpose described in my application. Significant changes in those described plans may need prior discussion with the foundation director, Dayonna Knutson, or the foundation's board of trustees if the changes affect the goals of the application. Any changes in my plans for using grant funds must be approved in advance by the foundation director or the foundation board, if changes are significantly different from those originally approved. I understand that I may be asked to make a change request in writing. I realize that if I do not use the funds for the purposes outlined in my application, I may sacrifice my rights to those funds.
- I understand that my grant funds are to be used between June 2016 and May 2017. Under some circumstances it may be possible to extend a project beyond May 2017. I agree to request approval from the foundation director, Dayonna Knutson, if I need to extend the date of my project.
- I agree to submit two financial reports. The Interim Financial Report is due by Jan. 31, 2017, and the Final Financial Report by July 1, 2017, unless my project's ending date has been extended. These reports and their accuracy are my sole responsibility.
- I understand that the grant period extends in compliance with the activities and/or services described in the grant application. At the end of the grant period, I agree to return any unused funds to the Education Minnesota Foundation for Excellence in Teaching and Learning.
- I agree to submit a final report on my project. This report is due by July 1, 2017. This report and its accuracy are my sole responsibility.
- I agree that if I wish to continue for another year with this project, I will submit a Request for Continuation of IMPACT Grant letter. I will indicate how I wish to continue for another year, expanding on the current project and indicate the new purpose and goals and include a new budget sheet. This letter is due by July 1, 2017, and should be submitted with the Final Project Report.
- I also agree to allow the Education Minnesota Foundation for Excellence in Teaching and Learning to publish, in any form, information about my project, including photographs. This published information could include my name, organization name, phone number, or email address.
- I agree to acknowledge the Education Minnesota Foundation for Excellence in Teaching and Learning as a funder in all publicity, printed material or publications about my project. This may include using the foundation logo on printed materials (contact Sam Jasenosky at 651.292.4869), crediting the Education Minnesota foundation in interviews, presentations, etc.
- I understand that I will be called upon from time to time to share information with other educators about my project. I may be asked to do this through telephone inquiries, by mail, or by being asked to participate in workshops, seminars or meetings. I agree to participate in these functions. I also understand that when I am asked to participate in programs or events sponsored by Education Minnesota or the Education Minnesota Foundation for Excellence in Teaching and Learning, reasonable travel, food and lodging expenses will normally be reimbursed.
- I understand that my partnership with and receipt of funds from the Education Minnesota Foundation for Excellence in Teaching and Learning is intended to ultimately benefit the educators and students of Minnesota.

Thank you for participating in this process. Please don't hesitate to contact Dayonna Knutson if you have questions or concerns.

Scott R. Charlesworth-Sale
Scott Charlesworth-Seiler, board president

Dayonna Knutson
Dayonna Knutson, foundation director

Ginger Bakkus
Ginger Bakkus, coordinator

6/13/16
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 COLLEGE POSSIBLE, is entered into as of July 1, 2016 ("Effective Date"). The District and COLLEGE POSSIBLE are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with COLLEGE POSSIBLE (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2016-2017 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 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. §

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.

- f. 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.
- g. 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 TUTOR 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, 2017. On July 1, 2017, 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: 2/30/16

By: [Signature]
Director of Assessment / Evaluation / Performance

DATE: 3/29/2016

By: Magdalena Wells

Title: Director of College Access

Phone: 651-288-9418

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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, 2016 (“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 2016-2017 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 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.

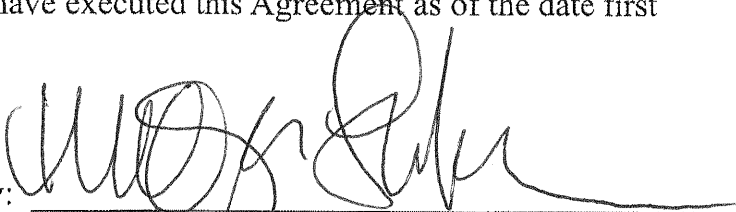
- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance 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, 2017. On July 1, 2017, 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: 5-31-16

By: 
Director of Assessment / Evaluation / Performance

DATE: 5-26-16

By: Susan W. Kurth

Title: Director, IR10 Talent Search

Phone: 218-723-5955

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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, 2016 (“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 2016-2017 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 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. §

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.

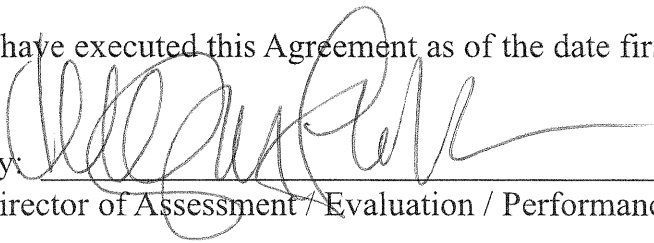
- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance 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. **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 TUTOR 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, 2017. On July 1, 2017, 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: 5-27-16

By: 
Director of Assessment / Evaluation / Performance

DATE: 5-25-16

By:  AMY GALAROWICZ

Title: DIRECTOR, UPWARD BOUND + UPWARD BOUND MATH + SCIENCE

Phone: 218-390-4103 (cell)

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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 LUTHERAN SOCIAL SERVICES, is entered into as of July 1, 2016 (“Effective Date”). The District and LUTHERAN SOCIAL SERVICES are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with LUTHERAN SOCIAL SERVICES (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2016-2017 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 District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose *STUDENT/FAMILY ADVOCATE* 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. §

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. *STUDENT/FAMILY ADVOCATES* 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/FAMILY ADVOCATE* 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 Student Family Advocate 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 *STUDENT/FAMILY ADVOCATES* shall be at all times subject to the District’s direct control.

 - d. Individuals providing services as *STUDENT/FAMILY ADVOCATES* 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 *STUDENT/FAMILY ADVOCATES* 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

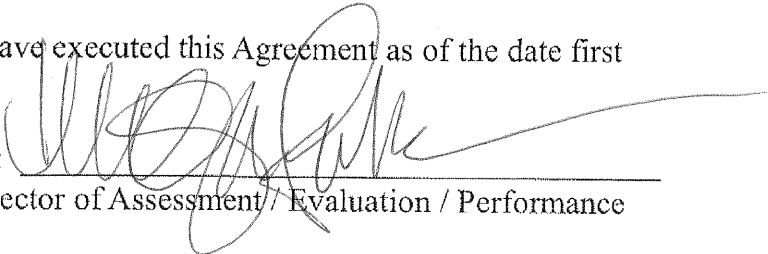
provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as Student/Family Advocates access Protected Student Data. No individual will be granted access to Protected Student Data unless 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 *STUDENT/FAMILY ADVOCATES* 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/FAMILY ADVOCATES* 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 Student/Family Advocate 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, 2017. On July 1, 2017, 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: 5.27.16

By: 
Director of Assessment / Evaluation / Performance

DATE: 5/23/16

By: Dawn Shyles

Title: Director

Phone: 218.626-1901 x2

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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, is entered into as of July 1, 2016 (“Effective Date”). The District and THE COLLEGE OF ST. SCHOLASTICA are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA (hereinafter “Requesting Entity”) will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* to the District for the 2016-2017 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 District.** Requesting Entity is a *UNIVERSITY* whose *STUDENT TEACHERS* will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* 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. *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 *STUDENT TEACHERS* shall be at all times subject to the District’s direct control.
 - d. Individuals providing services as *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 STUDENT TEACHERS 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.

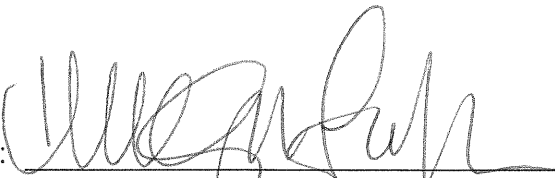
- e. The individuals providing services as STUDENT TEACHERS shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to 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 STUDENT TEACHERS 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, 2017. On July 1, 2017, 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: 5.27.16

By: 
Director of Assessment / Evaluation / Performance

DATE: 5/26/16

By: 
Title: School of Edu. Dean St. Scholastica
Phone: 218-923-7040

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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 UNIVERSITY OF MN, DULUTH, is entered into as of July 1, 2016 (“Effective Date”). The District and UNIVERSITY OF MN, DULUTH are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with UNIVERSITY OF MN, DULUTH (hereinafter “Requesting Entity”) will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* to the District for the 2016-2017 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 District.** Requesting Entity is a *UNIVERSITY* whose *STUDENT TEACHERS* will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* 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. *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 *STUDENT TEACHERS* shall be at all times subject to the District’s direct control.
 - d. Individuals providing services as *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 STUDENT TEACHERS 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 STUDENT TEACHERS 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 STUDENT TEACHERS 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, 2017. On July 1, 2017, 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: 5/23/16

By: Jill P. Parham
Director of Assessment / Evaluation / Performance

DATE: 5.25.16

By: [Signature]

Title: Dean, College of Education & Human Service Professions

Phone: 726-6537

DATE: _____

By: _____
School Board Chair, Duluth School District 709

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

Received

Received

JUN 01 16

MAY 24 16

Human
Resources

68

Payroll

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and UWS, is entered into as of July 1, 2016 (“Effective Date”). The District and UWS are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with UWS (hereinafter “Requesting Entity”) will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* to the District for the 2016-2017 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 District.** Requesting Entity is a *UNIVERSITY* whose *STUDENT TEACHERS* will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* 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. *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 *STUDENT TEACHERS* shall be at all times subject to the District’s direct control.

 - d. Individuals providing services as *STUDENT TEACHERS* 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 *STUDENT TEACHERS* 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 STUDENT TEACHERS 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 STUDENT TEACHERS 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.

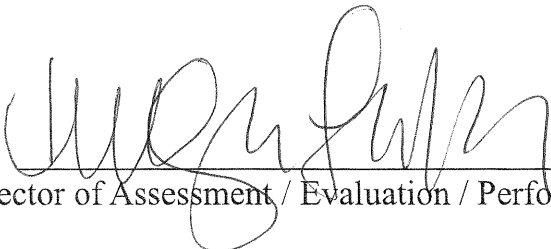
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within 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 STUDENT TEACHERS 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, 2017. On July 1, 2017, 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: 6.6.14 By: 
 Director of Assessment / Evaluation / Performance

DATE: 5/25/16 By: Georgette Koenig Georgette Koenig
 Title: VC - Administration & Finance
 Phone: 715-394-8014

DATE: _____ By: _____
 School Board Chair, Duluth School District 709

**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 YWCA, GIRL POWER, is entered into as of July 1, 2016 (“Effective Date”). The District and YWCA, GIRL POWER are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with YWCA, GIRL POWER (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2016-2017 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 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. §

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. **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 TUTOR 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, 2017. On July 1, 2017, this agreement shall terminate and the

District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

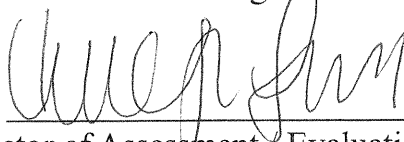
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent 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: 6.5.16

By: 
Director of Assessment / Evaluation / Performance

DATE: 6/2/16

By: Alice Jacobson

Title: YWCA Director of External Programming

Phone: (216) 722-7425 x116

DATE: _____

By: _____
School Board Chair, Duluth School District 709

**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 MEN AS PEACEMAKERS, is entered into as of July 1, 2016 ("Effective Date"). The District and MEN AS PEACEMAKERS are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with MEN AS PEACEMAKERS (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2016-2017 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 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. §

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. **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 TUTOR 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.

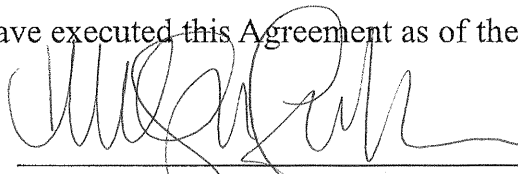
7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2017. On July 1, 2017, this agreement shall terminate and the

District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

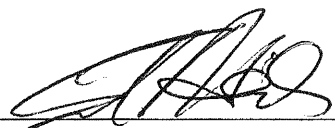
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent 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: 6.13.16

By: 
Director of Assessment / Evaluation / Performance

DATE: 6/9/16

By: Ed Heisler 
Title: Executive Director
Phone: (218) 213-4577

DATE: _____

By: _____
School Board Chair, Duluth School District 709

5/10/2016

Amy Starzecki
Independent School District 709
215 N 1st Ave E
Duluth, MN 55802

Dear Ms. Starzecki,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his/her diploma from the school listed.

NAME OF GRADUATE

Miranda Rae Johnson-LeBlanc

SCHOOL ON DIPLOMA

GRADUATION DATE

Duluth Public Schools

4/20/2016

Please send diploma to Kim LeDoux at the Area Learning Center, Room 101

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

5/10/2016

Amy Starzecki
Independent School District 709
215 N 1st Ave E
Duluth, MN 55802

Dear Ms. Starzecki,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his/her diploma from the school listed.

NAME OF GRADUATE

JaMece L. Turner

SCHOOL ON DIPLOMA

GRADUATION DATE

Duluth Public Schools

04/29/2016

Please send diploma to Kim LeDoux at the Area Learning Center, Room 101

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Patricia Fleege, Adult Diploma Program

SUBJECT: High School Diploma

DATE: May 26, 2016

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests his Duluth Public Schools diploma, dated : May 26, 2016

Lisa Flynn

MEMORANDUM

TO: Curriculum Dept.

FROM: Patricia Fleege, Adult Diploma Program

SUBJECT: High School Diploma

DATE: May 26, 2016

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests his Duluth Public Schools diploma, dated : May 26, 2016

Chaya M. Diver

MEMORANDUM

TO: Curriculum Dept.
FROM: Patricia Fleege, Adult Diploma Program
SUBJECT: High School Diploma
DATE: June 7, 2016

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests her Duluth Public Schools diploma, dated June 7, 2013:

Dollie Evans