

Education Committee
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, June 13, 2017
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:15 PM

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

A. Informational Presentations

1) Assistant Superintendent's Report 7

As part of her monthly report, Assistant Superintendent Amy Starzecki will highlight efforts in teaching and learning across ISD 709. Updates will be shared regarding implementation of District initiatives to support teaching and learning. Report will be distributed at the time of presentation.

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

2) School Resource Officer (SRO) Roles and Practices 8

Representatives from the Duluth Police Department will present information on the roles and practices of School Resource Officers (SROs) in Duluth Public Schools.

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

3) Secondary Schedule Review Process 18

Dr. Michael Cary, Director of Curriculum and Instruction, will share recent implementation work on the draft process shared with the Board to review secondary schedule options for Duluth Public Schools. A survey has gone out to parents, teachers and students to gather their values related to school scheduling. The opening task force meeting has been held and summer work dates have been set to move forward with the review. Dr. Cary will cover this work and other progress on the review.

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

4) Head Start Review Status Update, Early Childhood Outcomes for Fall-Winter-Spring and Head Start Transportation Waiver Approval 40

Pam Rees, Head Start Director, will provide an update regarding the Head Start Fiscal/ERSEA, CLASS and Environmental Health and Safety Reviews, Early Childhood Outcomes for Fall-Winter-Spring and the Head Start Transportation Waiver Approval.

Recommendation: It is recommended that the Duluth School Board receive these items as informational.

B. Grant Partnerships with Duluth Public Schools

1) Lake Superior Consortium - Carl D. Perkins Career and Technical Education Grant 62

ISD 709 is the fiscal host for the Lake Superior Consortium Carl Perkins Grant in the amount of \$131,550.86. These funds are allocated, budgeted and spent on all member schools on an RFP basis for approved CTE programs. Funds are managed by Duluth's Vocational Programs Coordinator and leadership from Lake Superior College. Priorities of this year's grant are CTE clubs; student career experiences; and CTE professional development with industry and CTE best practices.

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

2) National Oceanic and Atmospheric Association (NOAA) B-WET Program Grant 64

Jennifer Kreps, University of Minnesota Duluth Department of Education Associate Professor, has submitted a grant proposal to the National Oceanic and Atmospheric Association (NOAA) B-WET Program in the amount of \$74,401. If awarded, it is the intent of Stowe Elementary School to collaborate in the Watershed Stories: Learners Exploring Their Place in the Ecosystem Environmental Education Program, in partnership with UMD.

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

C. Grant Applications

1) Hospitality Minnesota Education Foundation Grant

Bradley Vieths, Duluth Public Schools Vocational Program Coordinator, has submitted a grant application to the Hospitality Minnesota Education Foundation Board in the amount of \$10,000. The grant awards up to \$2,500 per school and course for the district adopting the Prostart Industry curriculum. We would be

requesting funds for Level 1 and Level 2 Foundations of Restaurant Management & Culinary Arts at both sites, Duluth East and Denfeld Culinary Programs (CTE).

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

2) Dollar General Literacy Foundation Grant

Kristen Woodhull and Julie Kolquist, Merritt Creek Academy, have submitted a grant application to the Dollar General Literacy Foundation in the amount of \$4,000. If awarded, funds will be used to purchase the Blue Leveled Literacy Intervention by Fountas & Pinnell (LLI) for elementary students that fall below grade level as a supplemental intervention to core curriculum.

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

3) Scott D. Anderson Leadership Foundation and Community Leaders Fund of the DSACF Grant

Duluth Public Schools has submitted and received a grant from the Scott D. Anderson Leadership Foundation and Community Leaders Fund of the Duluth Superior Area Community Foundation in the amount of \$24, 017. Funds will be used to support the annual week-long Scott Anderson Leadership Forum.

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

4) Northland Foundation Grant

Becky Gamache, Head Start Teacher, has submitted a grant application to the Northland Foundation in the amount of \$6,700. If awarded, funds will be used to purchase outdoor gear for Duluth Public Schools' preschool classrooms. Convenient access to cold/wet weather gear would alleviate potential barriers to outdoor activity in inclement weather and allow students to participate in nature based educational opportunities and play.

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

D. Regulations

1) 5085R - Family and Student Handbook

65

Attached are the revisions to Regulation 5085R - Family and Student Handbook (Co-Curricular Activities - Duluth Senior High School Academic Eligibility Information) for the 2017-18 school year. Over the course of the 2016-17 school year, Assistant Superintendent Starzecki worked in collaboration with the secondary principals and Athletic Directors Tom Pearson and Shawn Roed to determine necessary revisions to the ISD 709 Academic Eligibility guidelines.

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

2. Action Items

A. Presentation Items Requiring Approval

1) State Head Start Grant 2017-18 67

Pam Rees, Head Start Director, will present an overview of the State Head Start Grant application for 2017-18 for approval.

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

2) Head Start Federal Cost of Living Adjustment (COLA) 68

Pam Rees, Head Start Director, will present an overview of the Head Start Federal Cost of Living Adjustment (COLA) for approval.

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

B. Policies

1) 6300 - Wellness Policy - DELETION 71

In moving to the MSBA Model Policies, administration is recommending the deletion of Policy 6300, which will be replaced with MSBA Policy 533.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 6300 for the first reading.

2) NEW Policy 533 - Wellness 74

Attached is revised MSBA Policy 533 for the first reading. This policy would replace Policy 6300.

Recommendation: It is recommended that the Duluth School Board approve Policy 533 for the first reading.

C. Grant Awards

1) Resolution E-06-17-3458 - Acceptance of Grant Awards to Duluth Public Schools 82

Attached is Resolution E-06-17-3458 - Acceptance of Grant Awards to Duluth Public Schools, to accept and approve the grant awards from the following organizations:

DSCAF - Scott D. Anderson Leadership Foundation Fund and the Community Leaders Fund

Recommendation: It is recommended that the Duluth School Board accept and approve Resolution 06-17-3458 - Acceptance of Grant Awards to Duluth Public Schools.

D. Diploma Requests

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

Colten Lee Hanson - April 28, 2017
 Cassie May Horst - May 3, 2017
 Frederick Martin - May 3, 2017
 Benjamin H. VanDell - May 17, 2017
 James Martin Wilde - May 18, 2017
 Zachary Alan Henry - May 12, 2017
 Joi Lasoundra Hargrove - May 11, 2017
 Jaren Thomas Pykkonen - May 31, 2017
 Leah Kalin Ach - June 2, 2017
 Wesley Kieth Johnston - May 26, 2017
 Samantha Ann Lanpher - June 2, 2017
 Jacob Thomas Meyer - June 2, 2017
 Nathaniel Joseph Nason - June 1, 2017
 LilyAnne Mae Rogers - May 25, 2017
 Malcolm Reginald Samuels - June 1, 2017
 Andrew David Solem - June 1, 2017
 Ethan Patrick Young - June 1, 2017
 Troy Lopez - June 6, 2017
 Hassan Keishawn Nelson - June 6, 2017
 Isaiah Tremaine Baker - June 6, 2017
 Mason Arrmone Holmes - June 8, 2017
 Anjelica Margaret Robin Holmes - June 8, 2017
 Tyler Michael Persch - June 8, 2017
 Angel Robin Hathaway - June 8, 2017
 Autumn Lynn Towle - June 8, 2017
 Eponine Gwendolyn Schomberg - June 8, 2017
 Austan Antonio Williams - June 8, 2017
 Casey Robert Canfield - June 8, 2017
 Sophia Reed Furey - June 8, 2017
 Bryan J. Vanderport - June 8, 2017
 Levi Jonathan Hayden - June 8, 2017
 Matthew Jupp - June 8, 2017
 Joshua Gary Berntsen - - June 8, 2017
 LaTasha Alize Patrice Burse - June 8, 2017
 Anthony Jacob Dollens - June 8, 2017
 Lanasha LaShuan Guthrie - June 8, 2017
 Madison Samantha Hoyt - June 8, 2017

Aaron Matthew Johnson - June 8, 2017
 Jaydee Marie Johnson - June 8, 2017
 James Brodin Scitz - June 8, 2017
 Hope Marie Sherwood - June 8, 2017
 Brad Michael Svercl - June 8, 2017
 James Joseph Warmington - June 8, 2017
 Stacie Lynn Zukowski - June 8, 2017
 Jack Welch - June 8, 2017

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

E. Data Sharing Agreements

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It is requested that the following organizations be granted access to the Student Information System to support District functions from July 1, 2017 to June 30, 2018:

University of Minnesota, Duluth
 The College of St Scholastica
 Lutheran Social Services
 The College of St Scholastica, Upward Bound
 University of Wisconsin, Superior
 The College of St Scholastica, Trip Talent Search

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

3. **Future Items**

Full Service Community Schools Update - Denfeld

Assistant Superintendent Report to the Board

7

June 2017

This is a busy times of year for staff as the 2016-17 school year has come to a close. I have been able to attend graduation ceremonies for our 2017 graduates. Congratulations to the Class of 2017!

- Woodland Hills Academy
- Area learning Center
- East High School
- AEO
- Denfeld High School

Principal and Teacher Evaluations

- I will be meeting with each principal to complete their annual 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. As part of the principal evaluation, surveys were sent to staff to provide feedback for each principal. This information will be reviewed by the principal and I to consider areas for professional growth in the upcoming year.
- Teachers have been reviewing their annual professional goals as well. They determine if their professional goals and students data goals were met this school year. All documentation for teacher and principal evaluations are housed in My Learning Plan. This has allowed for more efficiency as we manage the evaluation process.

Summer School

- I have been working with Cynthia Maldonado, Stowe Principal, to finalize plans for summer school programming at the elementary schools. The following sites will house summer school: Lester Park, Congdon Park, Lowell, Myers Wilkins, Laura MacArthur, Piedmont, Stowe. The sessions will run Monday-Thursday during the weeks of June 19, June 26, July 10, and July 17.



DULUTH POLICE DEPARTMENT

SCHOOL RESOURCE OFFICER PROGRAM

Duluth Police Department Mission:

To provide a safe Duluth for all by strengthening relationships and serving in a respectful, caring, and selfless manner.

Values:

Fair

Accountable

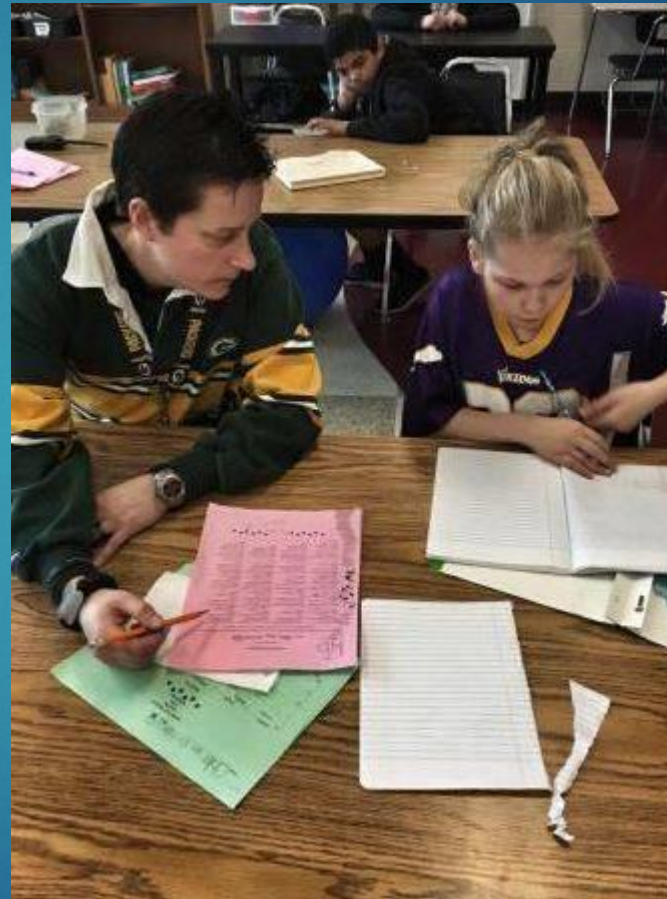
Caring

Transparent



SRO INVOLVEMENT

- ▶ INTERVENTION
- ▶ MENTORING
- ▶ TEACHING
- ▶ COACHING
- ▶ ROLE MODELING



ROLE OF THE SCHOOL RESOURCE OFFICER (SRO'S)

- ▶ The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people, and to develop and maintain a cooperative relationship with the Duluth School District.
- ▶ School Resource Officers (SRO) are assigned to high schools and middle schools. Their responsibility's include, but are not limited to: conducting criminal investigations regarding school aged juveniles, act as a liaison and resource for educators, parents, and students, mentor students, teach classes, and develop relationships with youth. Due to their high level of involvement with the students the Department relies on their judgment and grants them great leeway in how they deal with juveniles regarding enforcement.

ROLE OF THE SCHOOL RESOURCE OFFICER (SRO'S)

- ▶ More importantly the SRO's are an extension of the Community policing concept.
 - ▶ School and community are not exclusive of each other.
 - ▶ Events that happen outside of school can affect things in the school and vice versa
 - ▶ Allows opportunity to develop relations with youth that extend outside of the school-builds trust*
 - ▶ Provides resource for school staff and parents when dealing with adolescent related issues
 - ▶ Informal counselor
 - ▶ Teacher
 - ▶ Develop alternative solutions for criminal behavior other than the CJS
 - ▶ Work with educators and parents to support student success
 - ▶ Identify and educate on emerging social trends that affect student safety

What SRO's don't do.

- ▶ They don't enforce school rules
- ▶ They don't enact school discipline
- ▶ They are not there as hall monitors or only for emergencies



COORDINATION WITH DULUTH SCHOOL DISTRICT

- ▶ SRO's provide the district with continuity and a known person to go to for help, as well as providing the police with POC's in the district. Alleviates trying to figure out who to contact.
- ▶ SRO's provide the police department with a resource on juvenile related topics.

DARE PROGRAM

Mission: Minnesota D.A.R.E., Inc. is the governing body of the D.A.R.E. program in Minnesota. Its purpose is to educate and advocate for the safety and well-being of our Minnesota children through collaboration with law enforcement officers, parents, schools, and community.

Vision Statement: To provide Minnesota children with the decision making skills, they require to be healthy and safe, through the leading educational advocacy program in the state.

- ▶ Minnesota D.A.R.E., Inc. is a non-profit, children's organization; governed by community leaders working with law enforcement/community policing as the vehicle.
- ▶ The Minnesota D.A.R.E. program instructs approximately 60,000 - 70,000 students, annually.
- ▶ D.A.R.E. is a health and safety program; not just drug prevention.

DARE PROGRAM cont'd

- ▶ Although the program addresses national trends, it is adaptable to the needs of communities addressing local issues. Each lesson is designed to achieve specific objectives. Officers, however, are provided sufficient latitude to incorporate local issues of relevance.
- ▶ The curriculum is designed to help students assess the risks associated with substance abuse and other health and safety issues, enhance decision making and resistance strategies, improve antidrug normative beliefs and attitudes, and reduce risky behaviors. The narrative and performance-based curriculum draws from communication competence theory and a culturally grounded resiliency model to incorporate traditional ethnic values and practices that protect against substance use.

DARE PROGRAM cont'd

- ▶ D.A.R.E. is community policing or community-oriented policing program
- ▶ For community policing to work; there must be a trust and confidence building initiative. It improves public safety by eliciting the input of stakeholders and responds to a neighborhood's unique cultural and socio-economic dynamics; it is community-centered and human-centered programming.
- ▶ The DARE program integrates police, schools, parents, and communities. One of these groups alone is unlikely to succeed in directing a child's behavior. DARE officers can reinforce the positive efforts of parents and schools. DARE is a partnership.
- ▶ DARE permits students to see police officers in a helping role.

DARE PROGRAM cont'd

- ▶ DARE serves as a source of feedback to departments to better communicate the fears and concerns of youth.
- ▶ DARE can serve as a stimulus for youth to become involved in other police activities (Explorers, PALS, etc.)
- ▶ DARE opens the lines of communication with the schools and districts
- ▶ DARE officers learn from their exposure to and experience with students and their families.

Optimal Scheduling for Secondary School Students

February 2014



In the following report, Hanover Research presents findings from available literature about the characteristics, advantages, and disadvantages of various secondary school scheduling models. The report concludes with a discussion about how to implement a different scheduling model based on identified best practices and an illustrative profile of one school district's transition to a block scheduling model.

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EXECUTIVE SUMMARY

In this report, Hanover Research examines available literature to highlight secondary school scheduling models that optimize learning and instruction, as well as meeting other student and district priorities. The report also discusses best practices for implementing a new scheduling model.

KEY FINDINGS

- **Existing research has not identified a correlation between secondary scheduling models and student achievement.** Although block schedules tend to reduce student attendance and behavioral problems slightly over traditional period schedules, teachers and administrators report some scheduling difficulties and time constraints regardless of the model used.
- **Block schedules appear to offer a slightly higher degree of flexibility than traditional schedules.** Other advantages include greater ease accommodating the needs of remedial and accelerated students from a scheduling perspective, the ability to offer more courses per year, and increased opportunities for teachers to use a variety of instructional techniques.
- **The increased scheduling flexibility of block schedules, however, must be balanced with well-planned curriculum.** Although block schedules increase the amount of time a student spends in a particular class per day or week, they often decrease the amount of time spent in a class over the whole year, essentially trading aggregate instructional time for scheduling flexibility. Administrators and teachers must, then, collaborate when implementing a new schedule to ensure that the curriculum adaptation accords with district goals and priorities.
- **Scheduling appears to have a negligible long term effect on achievement, and the best approach to evaluating scheduling models involves building consensus around district priorities.** Change management and new schedule implementation literature suggests that, for best results, districts define clear priorities and goals and then evaluate which model is most conducive to reaching them in the opinion of most stakeholders. Consensus can be built through honest and open discussion of the goals and models in consideration, clear communication throughout the implementation process, and the provision of appropriate and sustained development opportunities.
- **Instructors teaching in block schedules should use different teaching methods to make the best use of the additional time.** The literature recommends employing a diversity of teaching approaches—potentially including group work, in-class activities, and discussion, among others—and intentionally structuring the class into a progression of focused segments, such as time for instruction, application, and then review.

SECTION I: SCHEDULING MODEL CHARACTERISTICS

In this section, Hanover Research presents the findings of literature that evaluates various scheduling models for middle and high school education, focusing in particular on recently published research and literature.

SCHEDULING MODELS AND THEIR CHARACTERISTICS

Secondary education scheduling typically follows one of two types of models, either the traditional, or period, schedule or some variation of a block schedule. Block schedules offer class periods that usually last 90 minutes or more, with class subjects offered on alternating days or alternating semesters or trimesters.¹ There are a few different, specific block scheduling models that are commonly implemented in schools, each with its own advantages and disadvantages. The Center for Public Education (CPE), an initiative of the National School Boards Association that serves as a resource on education topics, provides descriptions of four commonly implemented block scheduling models: the 4x4 block, the alternating, or A/B, plan, the trimester plan, and the 75-75-30 plan.²

Although variations on all of these models exist, these models currently represent the most common scheduling models in secondary education. To establish a basic level of familiarity and to establish comparisons between scheduling models, the characteristics of each of these models are discussed briefly below.

TRADITIONAL OR PERIOD SCHEDULE

Under a traditional schedule, students take six, seven, or eight periods a day throughout the entire school year. Typically, each of these periods lasts between 45 and 55 minutes with approximately five minutes for moving between classes built into the daily schedule. Students receive full credit for each of the classes they complete at the end of the school year. In this model, students spend approximately 225 minutes per week in a particular class.³

4x4 OR SEMESTER BLOCK SCHEDULE

The 4x4 block schedule divides the school year into two semesters. Students take half of their eight courses during the first semester and the other half during the second semester. Under a 4x4 block schedule, instructional time for each course is generally between 85 and 100 minutes per day, allowing students to theoretically accomplish in one semester what

¹ "Making time: What research says about reorganizing school schedules." The Center for Public Education. 2006. <http://www.centerforpubliceducation.org/Main-Menu/Organizing-a-school/Copy-of-Making-time-At-a-glance/Making-time-What-research-says-about-re-organizing-school-schedules.html>

² Ibid.

³ "Advantages and Disadvantages of the Block Schedule." The North Carolina Public School System. p. 7. <http://www.ncpublicschools.org/docs/curriculum/worldlanguages/resources/flonblock/06advantage.pdf>

would take them a whole year under a traditional schedule. Figure 1.1 compares course time under a 4x4 schedule with course time under a traditional schedule.⁴

Figure 1.1: Period and 4x4 Block Scheduling Comparison

TRADITIONAL SCHEDULE (DAILY SCHEDULE, YEAR-LONG)	4x4 SCHEDULE (SEMESTER 1)	4x4 SCHEDULE (SEMESTER 2)
Period 1	Course 1	Course 5
Period 2		
Period 3	Course 2	Course 6
Period 4		
Period 5	Course 3	Course 7
Period 6		
Period 7 (optional)	Course 4	Course 8
Period 8 (optional)		

Source: Pacific Resources for Education and Learning.

Students on this model receive approximately 425 minutes of instruction in a particular class per week. However, students still take the same number of classes per year as on a traditional model.⁵

A/B, OR ALTERNATING, BLOCK SCHEDULE

The A/B block schedule divides six or eight blocks of classes between two alternating days so that students only take three or four courses a day. Under the A/B schedule, classes last between 85 and 100 minutes, and students receive credit for their courses at the end of the academic year. Figure 1.2 below compares traditional period scheduling to the A/B scheduling model.⁶

Figure 1.2: Period and A/B Block Scheduling Comparison

TRADITIONAL SCHEDULE (DAILY SCHEDULE, YEAR-LONG)	A/B SCHEDULE ("A" DAY, YEAR-LONG)	A/B SCHEDULE ("B" DAY, YEAR-LONG)
Period 1	Course 1	Course 5
Period 2		
Period 3	Course 2	Course 6
Period 4		
Period 5	Course 3	Course 7
Period 6		
Period 7 (optional)	Course 4 (optional)	Course 8 (optional)
Period 8 (optional)		

Source: Pacific Resources for Education and Learning.

⁴ Dougherty, B. "Policy Briefing: Block Scheduling in Secondary Schools." Pacific Resources for Education and Learning. <http://eric.ed.gov/?id=ED415587>

⁵ Ibid., pp., 2-3.

⁶ Ibid., pp. 3-4.

TRIMESTER BLOCK SCHEDULE

The trimester block schedule, or the 3x5 trimester model, shown in Figure 1.3 divides the year into three 12-week terms with five, 70 minute class periods per day. Students take the same classes every day during the term and earn 0.5 credits per class per trimester. The model is somewhat unique because it claims many of the advantages typically associated with both traditional and block schedules, as is discussed later in this report.⁷

Figure 1.3: Period and 3x5 Trimester Block Scheduling Comparison

TRADITIONAL SCHEDULE (DAILY SCHEDULE, YEAR-LONG)	3x5 SCHEDULE (1 ST TERM)	3x5 SCHEDULE (2 ND TERM)	3x5 SCHEDULE (3 RD TERM)
Period 1	Course 1	Course 6	Course 11
Period 2			
Period 3	Course 2	Course 7	Course 12
Period 4			
Period 5			
Period 6	Course 3	Course 8	Course 13
Period 7 (optional)	Course 4	Course 9	Course 14
Period 8 (optional)	Course 5	Course 10	Course 15

Source: Eugene School District website.

75-75-30 BLOCK SCHEDULE

Under the 75-75-30 schedule, the school year is reconfigured to two 75-day terms (a fall and winter term) and one 30-day, intensive term at the end of the school year. Students take three separate courses during the 75-minute term of approximately 120 minutes each.⁸

The intensive term can be divided into two 15-day terms with one class each or one 30-day term with two classes. Naturally, these classes tend to be longer than 120 minutes. The last term or terms can be used by teachers to review key concepts with students, for students to make up school work missed during the longer terms, or for students to take electives or more advanced core subjects. Figure 1.4 on the following page presents a comparison of traditional scheduling and 75-75-30 scheduling.⁹

⁷ "High School Schedule: Frequently Asked Questions." Eugene School District.
<http://www.4j.lane.edu/instruction/secondary/hsschedule/faq/>

⁸ Dougherty, B., Op. cit., p. 4.

⁹ Ibid.

Figure 1.4: Period and 75-75-30 Block Scheduling Comparison

TRADITIONAL SCHEDULE (SEMESTERS 1 AND 2)	75-75-30 SCHEDULE (1 ST TERM – 1 ST 75 DAYS)	75-75-30 SCHEDULE (2 ND TERM – 2 ND 75 DAYS)	75-75-30 SCHEDULE (3 RD TERM – LAST 30 DAYS)
Period 1	Course 1	Course 4	Course 7
Period 2			
Period 3			
Period 4	Course 2	Course 5	Course 8
Period 5			
Period 6			
Period 7 (optional)	Course 3	Course 6	Course 8
Period 8 (optional)			

Source: Eugene School District website.

MODEL ADVANTAGES AND EFFECTIVENESS

Block and period scheduling models offer significant benefits to schools, teachers, and students, and no model has a demonstrable advantage over the others in terms of student achievement.¹⁰ In terms of attendance and student behavior, existing studies indicate that block schedules slightly improve overall attendance and student behavior over traditional schedules.

Block scheduling has gained widespread popularity, even without a robust research base attesting to its effectiveness. The academic research that has been conducted on the effectiveness of block scheduling has not conclusively determined whether implementing block scheduling results in either improved instructional practices or increased student achievement over period scheduling, although advocates assert that block scheduling offers more time for instruction.¹¹

Existing studies show that both block and period scheduling models offer significant benefits to schools, teachers, and students.

As is discussed in the next section of this report, many researchers conclude that adequate teacher professional development targeting instructional strategies seems to be the determining factor in whether or not students will perform better or worse under a new scheduling model—not the scheduling model itself.¹²

¹⁰ Trinkle, S. M. "The effects of scheduling on criterion-referenced assessments in Arkansas high schools." UMI Dissertations Publishing. 2011. pp. 29-31, 61. <http://search.proquest.com/docview/909975453>

¹¹ Dougherty, B., Op. cit., p. 1.

¹² Raines, J. R. "Exploring differences in teacher attitudes and instructional strategies between traditional and block schedule high schools: A comparison of two large schools." UMI Dissertations Publishing. 2010. <http://search.proquest.com/socialsciences/docview/193518380>

STUDIES OF MODEL EFFECTIVENESS

A meta-analysis of 58 empirical studies of high school block scheduling conducted by Sally Zepeda and R. Steward Mayers indicates that block scheduling, at least as it has been commonly implemented, has little practical or consistent ability to significantly improve student performance.¹³ Although there are some indications that it might improve student grade point averages or certain test scores, none of the research convincingly suggests that student achievement and learning might measurably increase when schools use a block scheduling model. However, research findings were also unable to conclude that period scheduling conferred any measurable improvement in student achievement over block scheduling models, either.¹⁴

Zepeda and Mayers' meta-analysis assessed the effect of block scheduling on teachers' instructional practices and perceptions. They found that most relevant studies showed that **teachers are generally positive about block scheduling but that these perceptions were not always related to teachers' actual experiences.** The results of Zepeda and Mayers' meta-analysis suggest that there might be a difference between teacher perceptions and block scheduling's effect on instructional practices, as well as the amount that teachers actually change their instructional practices in a block scheduling system.¹⁵

David Gullatt, Dean of the College of Education at Louisiana Tech University, reviewed four studies that address what he termed "teaching techniques." Like the results of Zepeda and Mayers' meta-analysis, Gullatt's inconsistent findings suggest that, despite the possibilities afforded by increased class period length, implementing block scheduling does not necessarily result in teachers changing their instructional practices. While Gullatt found mixed results on block scheduling's effects on teachers' instructional practices, he also found that teachers seemed to have generally positive perceptions of block scheduling and the opportunities it afforded them.¹⁶

¹³ Zepeda, S., and R.S. Mayers. "An Analysis of Research on Block Scheduling." *Review of Educational Research*. 76:1, 2006, pp. 137-170. Obtained through JSTOR. Full text also available at: <http://www.buenabands.org/block-schedule/zepeda--studies-recap.pdf>

¹⁴ [1] Wright, M. K. W. "A Longitudinal Study of Block Scheduling in One South Carolina High School." UMI Dissertation Publishing. 2010. <http://search.proquest.com/socialsciences/docview/500017648/141B8CA2E2A74E2ED8/1>

[2] Gill, W. W. A. "Middle School A/B Block and Traditional Scheduling: An Analysis of Math and Reading Performance by Race." *NASSP Bulletin*. 95:4, 2011. pp. 281-301. <http://search.proquest.com/socialsciences/docview/928970971/fulltextPDF/141B8CA2E2A74E2ED8/3>

¹⁵ Zepeda, S., and R.S. Mayers., Op. cit.

¹⁶ Gullatt, D. "Block Scheduling: The Effects on Curriculum and Student Productivity." *National Association of Secondary School Principals Bulletin*. 90:3, 2006, pp. 250-266.

CITED MODEL ADVANTAGES

Proponents of block scheduling list many potential advantages of this type of schedule over the traditional six- or seven-class school day. These include:¹⁷

- **Improved teaching and learning:** Longer class periods give teachers more time to complete lesson plans, develop key concepts, increase the creativity of lessons and try activities that accommodate different learning styles. Individual student projects, peer collaboration, and one-on-one work between teachers and students are also possible with longer classes.
- **Depth versus breadth:** Students and teachers can focus on fewer subjects and study them in greater depth, rather than moving rapidly through material. Teachers teach only three to four classes in a semester, reducing the number of students they regularly work with.
- **Less fragmented school time and improved discipline:** Fewer transitions between classes means less time spent on classroom management activities, such as calling attendance and organizing and focusing the class. Decreasing the number of passing periods reduces the frequency of tardiness and disruptions in between classes. In addition, teachers have adequate time to address disciplinary issues in class and have a stronger rapport with their students.
- **Individualized pacing and more courses per year:** Advanced students can cover material at a faster rate, enabling them to finish sequential classes such as Algebra I and II within one academic year. On the other hand, this schedule allows struggling students to retake a class without falling behind their grade level. Under the 4x4 block, for instance, students take more courses because they enroll in at least eight classes per year instead of six or seven.

One of the main goals of block scheduling is to “make better use of instructional time.”¹⁸ Such a goal is hard to measure, as it depends largely on how one defines effective instructional time. Still, given the significantly increased length of class periods, there would presumably be a noticeable difference in instructional practices between schools using block schedules and schools using traditional schedules.

Although the increase of instructional time is a stated purpose of block scheduling, the models **do not always lead to additional or even comparable instruction time over the course of an academic semester or year.**¹⁹ For instance, under a traditional schedule, students spend 500 minutes in any given class over a two-week period (50 minutes per day for 10 school days). Under an A/B block schedule, however, students spend only 450

¹⁷ “Block Scheduling: Innovation with Time.” LAB at Brown University. 1998. p. 12-16.

<http://www.brown.edu/academics/education-alliance/sites/brown.edu/academics/education-alliance/files/publications/block.pdf>

¹⁸ Arnold, D. “Block schedule and traditional schedule achievement: A Comparison.” *National Association of Secondary School Principals Bulletin*. 86:630, 2002, pp. 42-53.

¹⁹ “Advantages and Disadvantages of the Block Schedule.” The North Carolina Public School System, Op. cit.

minutes in class during the same period (90 minutes every other day for ten school days). When spread out over an entire academic semester or year, this can translate to students on a block schedule actually learning less material than their traditionally-scheduled peers.

Instructional time is not the only consideration schools must weigh when considering a switch from one scheduling model to another. For instance, more instructional time with a teacher **may lead to fewer behavioral or attendance problems under block scheduling** than under period scheduling.²⁰ However, because block schedules tend to condense coursework into less overall time, missing one day under a block scheduling model can put a student further behind than missing a day on a traditional schedule. Likewise, block scheduling provides more opportunities for students and teachers to develop positive, lasting relationships.²¹

In 2006, the North Carolina Public School System (NCPSS) developed a comprehensive list of the advantages and disadvantages of the block schedule. Generally, the “disadvantages” listed in the report can be seen as advantages of the traditional period schedule. The NPCSS findings concerning the advantages of both block and period scheduling—some of which are discussed above—are listed in Figure 1.5.²²

Figure 1.5: Scheduling Considerations

CONSIDERATION	BLOCK SCHEDULE	PERIOD SCHEDULE
Teacher Planning Time	1/4 of a teacher’s day is devoted to planning	1/6 or 1/7 of a teacher’s day is devoted to planning
Class Size	Class size is normally smaller than under a period schedule	Class size is normally larger than under a block schedule
Instructional Methods	Allows for more varied instructional methods to accommodate all types of learners	Typically lecture-oriented instructional methods are used
Course Load	Students complete eight courses per year	Students complete six or seven courses per year
Class Time	Students spend 90 minutes in class per day but less time in class over an academic year than under a period schedule	Students spend 45-55 minutes in class per day but more time in class over an academic year than under a block schedule
AP Exams	Sometimes AP subjects taught in the fall are not reviewed again before the spring exams	AP subjects are taught year-round and can be reviewed prior to the spring AP exams
Absences	One day of absence leads to more time of missed instruction	Material missed during an absence is more easily covered

Source: The North Carolina Public School System.

²⁰ [1] Bandur, H. “A Block-scheduling Evaluation at Glassboro High School: Attendance and Grades Have Risen Since a Move to the Intensive Classes Two Years Ago.” *The Philadelphia Inquirer*. August 13, 2000.

http://articles.philly.com/2000-08-13/news/25593279_1_block-scheduling-85-minute-classes-result

[2] Cobb, R., et. al. “Effects on Students of a 4x4 Junior High School Block Scheduling Program.” Research and Development Center for the Advancement of Student Learning at Colorado State University. Published in the Educational Policy Analysis Archives. 7:3, February 8, 1999. p. 6. <http://epaa.asu.edu/ojs/article/view/538/661>

²¹ “Advantages and Disadvantages of the Block Schedule.” The North Carolina Public School System, Op. cit., p. 6.

²² Ibid., pp. 1-5.

Advocates of the 3x5 trimester model suggest that they are able to balance many of the advantages experienced by schools on a block schedule with those experienced by schools on the traditional schedule. In particular, they suggest that they share the AP exam and absence benefits ascribed to period scheduling above and further indicate that their model works well with college schedules.²³

OPTIMAL SCHEDULING FLEXIBILITY

Each model presented above structures the day differently, allocating different amounts of time and curriculum to each class. While the number of classes offered per day or per year may change based on the scheduling model used, ultimately the amount of annual educational time remains relatively constant. Thus, consideration of the ideal scheduling model for a particular district or school depends largely on which schedule matches the districts or school's priorities with respect to scheduling flexibility.

In general, block schedules can provide districts greater flexibility accommodating remedial or accelerated students, due to their ability to schedule repeat courses multiple times in one school year. Depending on how the curriculum is structured, however, these models can increase the amount of material that needs to be learned in a given term—making it more challenging for students in need of remediation—or can divide the existing curriculum into more sections to accommodate the new class structure. To truly take advantage of the increased flexibility afforded by a new schedule, administrators and teachers must work together to optimize the relationship between a given class schedule and the curriculum.

These observations further highlight the conclusion discussed in Section II in this report that adequate support and professional development targeting appropriate teaching strategies are the most important factors for successfully implementing a new class schedule.

MIDDLE SCHOOL VERSUS HIGH SCHOOL

Available research literature only infrequently alludes to different scheduling models in middle and high school. Most of the available research either considers the groups together or focuses exclusively on high school students. Existing research suggests that as long as teachers and administrators are sensitive to the “social, biological, cognitive development[al], and achievement needs” of their students, the different models have similar results in both middle and high school.²⁴

²³ “High School Schedule: Frequently Asked Questions.” Eugene School District, Op. cit.

²⁴ [1] Mattox, K., D. R. Hancock, and J. A. Queen. “The Effect of Block Scheduling on Middle School Students’ Mathematics Achievement.” *NASSP Bulletin*. 89:642, March 2005.
<http://www.nassp.org/portals/0/content/50245.pdf>

[2] Increasing numbers of middle schools in Virginia are switching to a block schedule from a traditional schedule. From: Retting, M. “Designing Quality Middle School Master Schedules.” School Scheduling Associates. p. 3.
<http://schoolschedulingassociates.com/handouts/MiddleSchool102408.pdf>

CONSIDERATIONS WHEN EVALUATING SCHEDULING MODELS

Transitioning to a new school schedule involves far more than just planning a new schedule. New schedules have implications for curriculum, facilities planning, parents, and other community members. Furthermore, successful implementation requires the cooperation and support of these groups. Consequently, in addition to considering whether a new schedule is feasible from a planning perspective, administrators should assess the reasons for the change and communicate clearly with stakeholders throughout the process to build rapport and consensus.

As the literature and the experience of other districts indicate, **the best place to begin evaluating scheduling models is with district priorities, needs, and goals.** Articulating a shared vision for the district's future and choosing the scheduling model that helps meet those goals the best can help administrators to clearly communicate the motivation for the change and build consensus with other stakeholders.

In addition, **administrators should dialogue freely with other stakeholder groups to build consensus.** Districts often do this through occasional forum-style meetings and other forms of communication like newsletter and blogs. Maintaining honest and open communication with stakeholders helps build consensus and coordinate effective change management.

SECTION II: IMPLEMENTATION CHALLENGES AND BEST PRACTICES

Transitioning to a new scheduling model can present a variety of challenges for administrators and teachers. In this section, Hanover Research examines some of the most common challenges—building consensus, ensuring adequate professional development, and adapting teaching strategies—and the way districts frequently address them.

COMMUNICATION STRATEGIES AND BUILDING CONSENSUS

Clear communication with stakeholders and building consensus are both essential to successful change management, no matter the institutional context.²⁵ General principles of change management indicate that a clear understanding of the goals and reasons for the change is important for building consensus.²⁶

It is also essential to build consensus between the teaching and administrative staff before attempting to implement a new scheduling model. New schedule implementation consultants recommend attending to the district’s culture, particularly encouraging a collaborative culture dedicated to the success of students.²⁷ Generally, these recommendations focus on the district- or school-wide measures—such as informational meetings, professional development, and evaluation programs—that decision makers can address to ensure a smooth transition to a new scheduling model. In a policy briefing for Pacific Resources for Education and Learning, Barbara Dougherty summarizes implementation measures in the following way:²⁸

- **Inform all stakeholders:** The author suggests holding informational sessions for superintendents, members of the school board, principals, teachers, parents, and students so that all stakeholders can learn about the potential benefits and challenges of the new scheduling model.
- **Visit schools that have similar schedules:** Visiting schools that have enjoyed success with similar scheduling models will help principals and teachers develop an action plan for implementing the new schedule.

²⁵ Brown, E., and E. Arriaza. “Change Management and Consensus Building.” Abt Associates, Inc. January 1999. p. 1. <http://www.abtassociates.com/reports/19998744935597.pdf>

²⁶ Ibid., p. 2.

²⁷ Dewey, J. “Professional Learning Communities Supported and Enabled by Master(ful) Scheduling.” Presentation. pp. 46-53. [https://encrypted.google.com/url?sa=t&rct=j&q=professional%20learning%20communities%20supported%20and%20enabled%20by%20master\(full\)%20scheduling%20dewey&source=web&cd=1&cad=rja&ved=0CCgQFjAA&url=http%3A%2F%2Fcampus.isd728.org%2FOffice%2FCampus_2007_Info%2FIC%2520MN%2520Interchange%252007%2520power%2520points%2FMasterfull%2520Scheduling%2520Theory%2FI_masterfullschedulingtheory_0307-H.ppt&ei=QEOfUrLRLbPlsATDw4HwCg&usg=AFQjCNHwVwpLR54rgHC4otP_W_JEzBOSg](https://encrypted.google.com/url?sa=t&rct=j&q=professional%20learning%20communities%20supported%20and%20enabled%20by%20master(full)%20scheduling%20dewey&source=web&cd=1&cad=rja&ved=0CCgQFjAA&url=http%3A%2F%2Fcampus.isd728.org%2FOffice%2FCampus_2007_Info%2FIC%2520MN%2520Interchange%252007%2520power%2520points%2FMasterfull%2520Scheduling%2520Theory%2FI_masterfullschedulingtheory_0307-H.ppt&ei=QEOfUrLRLbPlsATDw4HwCg&usg=AFQjCNHwVwpLR54rgHC4otP_W_JEzBOSg)

²⁸ Adapted from: Dougherty, B. “Policy Briefing: Block Scheduling in Secondary Schools.” Pacific Resources for Education and Learning,” Op. cit.

- **Schedule appropriate discussion meetings:** Holding regular meetings will allow stakeholders to voice their concerns with the new schedule and talk about ways to overcome the schedule's challenges.
- **Get consensus and approval:** The author notes that support from both the school board and faculty is crucial to the success of a new scheduling model.
- **Provide appropriate and sustained staff development:** Principals and teachers should closely examine the school's curriculum and make necessary changes to textbooks, instructional techniques, and classroom materials to ensure that they are appropriate for use under the new scheduling system.
- **Plan evaluation strategies for the program:** Any new scheduling model should have an evaluative component that allows stakeholders to assess the successes of the program and identify areas for improvement.

PROFESSIONAL DEVELOPMENT

Although there is significant discussion in literature around scheduling models in secondary education, there has been no conclusive evidence demonstrating that one model is more effective than others. In fact, **most experts agree that the success of a scheduling model in a specific school is largely dependent on several factors, including school demographics, proper training for teachers, and "thoughtful planning, organization, implementation, and evaluation" of the scheduling model.**²⁹ If a school simply switches from one model to another without educating teachers and students on how best to work within the new model, these stakeholders are not likely to see any of the demonstrated or potential benefits the new model could offer.

New schedules require new teaching strategies. The research literature on block scheduling identifies a tendency of teachers at schools with recently adopted block schedules to retain their old teaching strategies, possibly leading to decreased effectiveness. In a 2000 follow up to his seminal 1997 article, "The Road We Traveled: Scheduling in the 4x4 Block," J. Allen Queen notes that although block scheduling has several proven advantages, its effect has been limited by principals and teachers who are not adequately prepared to teach within the new system.

Specifically, Allen criticizes what he deems the **"overuse of the lecture method" of instruction under block scheduling, noting that one of the major advantages of a block schedule is that it allows teachers to "employ a variety of instructional strategies that address the learning needs of students."**³⁰ Citing a study conducted by the North Carolina Department of Public Instruction and the University of North Carolina, Allen further notes that "teachers from blocked schools overwhelmingly stated that they had not received

²⁹ Queen, J. "Block Scheduling Revisited." *Phi Delta Kappan*, 82:3, November 2000. p. 13.

http://www.desmetjesuit.org/resource/resmgr/faculty_resources/block_scheduling_revisited_a.pdf

³⁰ *Ibid.*, p. 8.

sufficient training to use a variety of instructional strategies effectively.”³¹ He recommends the following as the “most important teaching skills for success in a block class.”³²

- The ability to develop a pacing guide for the course in nine-week periods, which includes weekly and daily planning;
- The ability to use several instructional strategies effectively;
- The skill to design and maintain an environment that allows for great flexibility and creativity;
- The desire and skill to be an effective classroom manager; and
- The freedom to share the ownership of teaching and learning with the students.

Other potentially appropriate topics to address in training include cooperative learning, curriculum integration, team teaching, assessment, learning styles, multiple intelligences, and technology.³³ Although Allen’s comments specifically pertain to problems with transition to block scheduling, they can easily be applied to challenges with transitioning to any type of scheduling model. Regardless of the scheduling model to which a school is transitioning, the effectiveness of the new schedule will depend on the amount of training that takes place prior to and during the transition.³⁴

The types of activities that support professional development in preparation for a schedule switch include instruction in different teaching strategies, visiting other schools with similar schedules, ample time for teachers to discuss and plan, and even opportunities to experiment with the longer classes before officially switching to a block schedule. This final activity can be accomplished by making particular scheduling arrangements for teachers to try the format, “pretending that two consecutive periods were one block period.”³⁵ In addition to instructional strategies, teachers need to update the curriculum to fit the format and credit-equivalent expectations under the new model.³⁶

³¹ Ibid., p. 9.

³² Ibid.

³³ “Adjusting to the Block Methodology and Instructional Strategies.” NC Public Schools. p. 21.

<http://www.ncpublicschools.org/docs/curriculum/worldlanguages/resources/flonblock/08adjusting.pdf>

³⁴ Baker, D. et. al. “Schedule Matters: The Relationship between High School Schedules and Student Academic Achievement.” The Washington School Research Center, Research Report Number 9. October 2006. p. 14.

http://www.spu.edu/orgs/research/WSRC-HS-Scheduling-Research-Report_FINAL-10-03-06.pdf

³⁵ “Research Digest: The Effects of Longer Classes on Learning.” Massachusetts 2020. p. 5.

<http://www.mass2020.org/files/file/Research%20Brief3%20-%20Effects%20of%20Longer%20Classes.pdf>

³⁶ Ibid.

MODIFYING TEACHING STRATEGIES

Educators have developed a variety of ways to structure longer block classes so that students remain engaged and the extended class time is used well. These methods commonly involve diversifying classroom activities by adding group work or discussion to lecture/instruction and review.³⁷

The three-part lesson design method, for example, divides the longer class time into three segments: one dedicated to explanation of concepts or information (20-25 minutes), one for application (40-45 minutes), and a final one for synthesis of the information (15-20 minutes). Figure 2.1, below, displays the divisions in the three-part lesson design method with descriptions of each section. The Hotchkiss model includes similar activities but involves a five-step process: homework review (10-15 minutes), presentation (20-25 minutes), activity (30-35 minutes), guided practice (10-15 minutes), re-teach (10-15 minutes), and closure (5-10 minutes).³⁸

Figure 2.1: Three-Part Lesson Model Description

Part	Description
Explanation	In this step, the teacher is in charge and on stage and lectures in a traditional teaching manner. Students are more passive; it is the knowledge step on Bloom's Taxonomy of learning and is essential for moving up the knowledge hierarchy.
Application	This is the heart of teaching on the block schedule and should take the most class time. In the Application step, the students become the workers and the teacher becomes the coach. Students are more active, perhaps working in pairs, on computers, in a simulation, or in a circle discussion.
Synthesis	The teacher makes sure that the students have the most critical elements from the classroom application and can summarize the lesson in their notes before they leave the room.

Source: Block Schedule Teaching Strategies.³⁹

³⁷ Rettig, M. "Teaching in the Block: Strategies for Engaging Active Learners." School Scheduling Associates. pp. 3-4. <http://www.rcs.k12.va.us/hvms/teacher/Rettig-Slides1-Day.doc>

³⁸ Ibid.

³⁹ Table contents quoted verbatim from: "Block Schedule Teaching Strategies: A Toolbox of Effective Teaching Ideas." Inside the School. p. 6. <http://tech205.weebly.com/uploads/8/8/0/0/8800017/blockschedulespecialreport.pdf>

SECTION III: EUGENE SCHOOL DISTRICT PROFILE

Eugene School District in Oregon recently decided to switch their high schools to a 3x5 trimester block schedule. The district documented the transition to improve transparency with all its stakeholders (parents, community leaders, teachers, students, etc.). The approach and schedule it followed could help other districts considering a scheduling change during the planning and implementation processes.

DECISION MAKING PROCESS

The district created a 32-member work group composed of high school teachers and administrators from every school in the district to review the different scheduling models and send a recommendation to the superintendent. The work group decided to evaluate the scheduling models based on eight criteria derived from district educational priorities. The district also considered input from two public forum and surveys administered to district staff and parents. The eight district criteria for selecting a new scheduling model are listed below. The model:⁴⁰

- Meets the needs of each student to be college and career ready;
- Provides for focus and rigor;
- Is sustainable and realistic, given the district's resources;
- Provides consistency, minimizing gaps in learning;
- Builds collaboration, providing time for staff to work together to analyze student learning, adjust instruction and curriculum, and join together for professional development;
- Is flexible and engages students;
- Maximizes the opportunity for students to take classes at other high schools and colleges; and
- Fosters a relationship between teachers and students and among students.

Individual high schools were permitted to choose whether to convert to the new schedule in 2012-2013 or 2013-2014. It appears that most chose to implement it in 2013-2014.⁴¹ Most of the schools also retained their zero period, which helps them offer a greater diversity of electives.⁴²

⁴⁰ Bullet points adapted from: "High School Schedule: Frequently Asked Questions." Eugene School District, Op. cit.

⁴¹ Ibid.

⁴² "3x5 Implementation Steering Committee." Eugene School District. Meeting Report. Thursday, October 3, 2013. p. 2. http://www.4j.lane.edu/wp-content/uploads/2013/05/3x5_Steering_Report_10-03-13.pdf

IMPLEMENTATION BLUEPRINT

The work group has published updates periodically to communicate their progress to stakeholders. The implementation blueprint discussed below is taken from their updates.

Figure 3.1, below, displays the initiatives pursued in the spring of 2013, the semester before the new schedule was implemented at most of the district's high schools. Figure 3.2 on the following page displays specific events and initiatives conducted at specific times during the semester.

Figure 3.1: Eugene School District's New Schedule Implementation Blueprint

Topic	Description
Course Planning	Teachers have been meeting throughout the year, during planning days and at other times, to organize courses for the trimester system. They are adjusting course sessions for 70-minute class periods and 12-week terms.
Curriculum Guides	School curriculum guides are being rewritten to reflect the change to the 3x5 schedule. Students are selecting courses for next year during the months of March and April.
Master Schedule	Administrators at each high school are preparing their master schedules with courses designed for 12-week trimester terms.
School Staff Meetings	Administrators at each high school have held meetings to discuss the 3x5 schedule with school staff and the school community at large. Implementing the new schedule has been discussed at parent council, site council, management team, school leadership, curriculum committee, and general faculty meetings.
Community Information Meetings	School choice events, incoming freshman nights, and other information meetings at high schools this winter and spring have highlighted the 3x5 schedule.

Source: Eugene School District.⁴³

Teachers at Eugene School District high schools found that one reliable method of adjusting their courses to the new schedule was to divide a regular course into two or three smaller, more focused courses covering two or three trimesters. Typically, only elective courses = underwent this segmentation, but even this level of segmentation has increased the ease of student scheduling. The new schedule offered additional realized advantages, such as matching up with nearby college schedules.⁴⁴

⁴³ Table contents quoted verbatim from: "High School Schedule: Progress Reports." Eugene School District. <http://www.4j.lane.edu/instruction/secondary/hsschedule/updates/>

⁴⁴ "3x5 Implementation Steering Committee." Op. cit., p. 3.

Figure 3.2: Eugene School District's New Schedule Implementation Initiatives

Item	Description
April 5, 2013	
Teacher Visit from School with a 3x5 Model	Four teachers from Sisters High School visited our district on April 1 to talk about their experience teaching with the schedule. Teachers met in groups by subject to discuss practices for teaching with longer periods, strategies for working with accelerated and remedial students, and ways to organize courses for the trimester schedule.
Teacher Collaboration	High school teachers across the district met in content area groups to continue work related to transitioning to a trimester schedule.
April 10, 2013	
Student FAQ	Students requested an FAQ document designed for them to communicate the value/benefits of the new schedule from the student perspective. Each school produced a student FAQ document.
April 18, 2013	
Choosing Courses	Students in grades 9, 10, and 11 are beginning to choose the courses they will take next year on the new schedule.
Course Planning	Administrators and teachers continue to plan course offerings to accommodate and support students on the 3x5 schedule.
Community Information Meetings	Schools continue to conduct meetings about the 3x5 schedule for their school communities.
District Teachers Visit a District Using a 3x5 Model	One Eugene district high school plans to send staff to a highly-rated high school that currently has a 3x5 scheduling model to observe and learn how this schedule works at the hosting school.
May 10, 2013	
Continuation of Preparation	High schools are continuing to work with students to forecast next year's courses, provide sample student schedules, and hold parent meetings to share information and answer questions.
September 3, 2013	
New Student Information System	We are happy to report that we are on track in implementing our new student information system, Synergy, and using it to create high school student schedules on the 3x5 trimester system.

Source: Eugene School District.⁴⁵

TEACHER SUPPORTS

Eugene also provided professional development for its teachers to assist with the transition and instructional strategies. The specific supports provided for teachers are listed below:⁴⁶

- Classroom teachers are provided with four to five paid days, depending on their content area, to plan and prepare for the transition to the 3x5 schedule. These days will consist of a combination of extended contract days, release time, and time previously set aside for professional development.

⁴⁵ Table contents quoted verbatim from: "High School Schedule: Progress Reports." Op. cit.

⁴⁶ Bullet points taken from source with some adaptation: "High School Schedule: Frequently Asked Questions." Eugene School District, Op. cit.

- Teachers from other 3x5 districts will be sharing their strategies with interested teachers.
- Teachers may want to visit a successful 3x5 school. This will be coordinated by the building principal.
- An optional workshop during August that addresses the issue of pedagogy in a 3x5 schedule will be offered.
- Administrators and counselors will receive training in how to develop four-year schedules so that all students will graduate college- and career-ready.
- Extra paid work days to support the transition also have been provided for high school counselors and for staff members who schedule classes for special education students.

Teachers still work an eight-hour day, late start/early release schedules are not necessarily changed, and part-time teachers are pro-rated.⁴⁷

PERFORMANCE EVALUATION

In addition to creating the transition work group, the district created a smaller 3x5 Implementation Steering Committee to guide the implementation and “[address] specific issues that surface at the sites as the implementation proceeds.” In addition to meeting regularly, coordinating discussions and needs with other relevant committees and groups, and assisting with local needs, the committee communicates with the district about ongoing analysis of the new schedule’s effectiveness.⁴⁸

At their October meeting, the committee noted that the district should begin collecting the following types of data to help measure the effects of the new schedule.⁴⁹

- Freshman failure rates and freshman grades
- Math data, especially since math classes can now be split between terms
- Changes in need for licensure and endorsements
- Attendance rates compared to previous years
- AP/IB completion and amount of college credit earned through coursework
- Participation rates and credits earned for struggling students
- Data and change for shared staff
- Key indicators from achievement support

⁴⁷ Ibid.

⁴⁸ “3x5 Implementation Steering Committee,” Op. cit.

⁴⁹ Bullet points taken from source without adaptation: Ibid.

PROJECT EVALUATION FORM

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<http://www.hanoverresearch.com/evaluation/index.php>

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To: Board Chairperson

Ms. Anne Harala
Board Chairperson
Duluth Public School District #709
2102 N. Blackman Avenue
Duluth, MN 55811-4803

From: Responsible HHS Official

Dr. Blanca Enriquez
Director, Office of Head Start

Blanca E. Enriquez 9/8/16
Date

Overview of Findings

From 8/22/2016 to 8/26/2016, the Administration for Children and Families (ACF) conducted a Fiscal/ERSEA (Eligibility, Recruitment, Selection, Enrollment, and Attendance) review event for the Duluth Public School District #709 Head Start program. We wish to thank the governing body, Policy Council, staff, and parents of your program for their cooperation and assistance during the review event. This Head Start Review Event Report has been issued to Ms. Anne Harala, Board Chairperson, as legal notice to your agency of the results of the on-site review event.

Based on the information gathered, no area of noncompliance was found during the course of the review. Accordingly, no corrective action is required at this time.

During your review, the team used a sampling methodology that included a random selection of child files. If your report includes findings related to evidence that involved sampling, the finding narratives in your report include specific percentages from each sample that were determined by dividing the number of issues found by the total sample size. This methodology, which uses statistically driven random samples, allows the OHS to use information collected through the representative samples to make generalizations regarding your program as a whole.

For example, if, during your review, the reviewer(s) examined a sample of 45 child files, the finding narrative will indicate the percentage of files that were identified with an issue. The percentage will be determined by dividing the number of child files with issues by 45.

Please contact your ACF Regional Office with any questions or concerns you may have about this report.

Distribution of the Head Start Review Report

Copies of this report will be distributed to the following recipients:

Ms. Kay Willmoth, Regional Program Manager
Mr. Mike Van Ert, Policy Council Chairperson
Mr. Bill Gronseth, CEO/Executive Director
Ms. Pamela Rees, Head Start Director



To: Board Chairperson

Mr. David Kirby
Board Chairperson
Duluth Public School District #709
2102 N Blackman Avenue
Duluth, MN 55811-4803

From: Responsible HHS Official

Ms. Ann Linehan
Acting Director, Office of Head Start


04/10/2017

Results from CLASS® Observations

Thank you for your support during the recent Office of Head Start onsite CLASS® review conducted from 03/27/2017 to 03/29/2017 of your Head Start program. Grant 05CH8398.

Observations were conducted in preschool center-based classrooms using the Pre-K Classroom Assessment Scoring System (CLASS®). The CLASS® tool looks at three domains and ten dimensions of teacher-child interactions and measures those observed interactions on a seven point scale. Please share these results with the appropriate governing board, policy council, management, staff and stakeholders.

DOMAIN	Score	DOMAIN	Score	DOMAIN	Score
Emotional Support	6.5000	Classroom Organization	6.4063	Instructional Support	3.4792

DIMENSIONS					
Positive Climate	6.59	Behavior Management	6.50	Concept Development	3.06
Negative Climate*	1.13	Productivity	6.50	Quality of Feedback	3.81
Teacher Sensitivity	6.28	Instructional Learning Formats	6.22	Language Modeling	3.56
Regard for Student Perspectives	6.25				

*Note: To calculate the Emotional Support domain, subtract the Negative Climate score from 8, add the Positive Climate, Teacher Sensitivity, and Regard for Student Perspective scores, then divide by 4.

For more information on CLASS® domains and dimensions, please see the attached description and visit the Early Childhood Learning and Knowledge Center, National Center on Quality Teaching and Learning at <http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/teaching>.

If you have any questions, please contact your Regional Office.

- cc: *Ms. Kay Willmoth*, Regional Program Manager
- Ms. Katie Farkas*, Policy Council Chairperson
- Mr. Bill Gronseth*, CEO/Executive Director
- Ms. Pamela Rees*, Head Start Director

About CLASS®

The Improving Head Start for School Readiness Act of 2007 requires that the Office of Head Start (OHS) include in the monitoring reviews of Head Start agencies a valid and reliable research-based observational instrument that assesses classroom quality, including the assessment of multiple dimensions of teacher-child interactions that are linked to positive child outcomes and later achievement.

CLASS® assesses interactions between children and teachers in three broad domains of classroom quality: Emotional Support, Classroom Organization, and Instructional Support. The Office of Head Start believes that the domains of quality measured by CLASS® remain central to its approach to child development and education and serve as important indicators of the future school readiness of all Head Start children.

For all dimensions*, the scoring principles are as follows¹:

Low range score

1—The low range description of the CLASS® dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the low range are present.

2—The low range description of the CLASS® dimension mostly fits the classroom and/or teacher, but there are one or two indicators that are in the middle range.

Middle range score

3—The middle range description of the CLASS® dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the low range.

4—The middle range description of the CLASS® dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the middle range are present.

5—The middle range description of the CLASS® dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the high range.

High range score

6—The high range description of the CLASS® dimension mostly fits the classroom and/or teacher, but there are one or two indicators in the middle range.

7—The high range description of the CLASS® dimension fits the classroom and/or teacher very well. All, or almost all, relevant indicators in the high range are present.

*Note: The Negative Climate dimension is inversely scored with a higher score indicating lower quality. For all other dimensions and domains, a higher score indicates higher quality.

The scores from each class observation are averaged across the grantee to result in **grantee-level** dimension scores. The grantee dimension scores are then used to calculate the grantee-level domain scores.

The scores from CLASS® observations can be used for a variety of purposes, including professional development, program improvement, policy, goal-setting and monitoring. The Office of Head Start began using the CLASS® for monitoring purposes in FY2010 to collect information on the experiences of children at each grantee.

In FY2012, OHS refined the use of the CLASS® in monitoring to include the use of a randomly selected sample of center-based preschool classes for observations, a clearly articulated methodology followed by CLASS® reviewers, and additional support for the CLASS® reviewer pool. For each preschool class selected in the sample, trained and certified CLASS reviewers conduct two 20 minute observations and score at the dimension level using a 7-point scale at the end of each observation cycle.

¹ Pianta R, La Paro K, Hamre, B. *Classroom Assessment Scoring System Manual—Pre-K*, Paul H. Brookes Publishing Co., 2008.



To: Board Chairperson

*Mr. David Kirby
Board Chairperson
Duluth Public School District #709
2102 N. Blackman Avenue
Duluth, MN 55811-4803*

From: Responsible HHS Official

*Ms. Ann Linehan
Acting Director, Office of Head Start*

Ann Linehan 3-17-17

Date

Overview of Findings

On 3/2/2017, the Administration for Children and Families (ACF) conducted a monitoring review of the Duluth Public School District #709 Head Start program to determine whether the previously identified findings had been corrected. We wish to thank the governing body, Policy Council, staff, and parents of your program for their cooperation and assistance during the review. This Head Start Review Report has been issued to Mr. David Kirby, Board Chairperson, as legal notice to your agency of the results of the program review.

Based on the information gathered during our review, we have closed the previously identified findings. Accordingly, no corrective action is required at this time.

The Findings Chart in this report includes the citation from the new Head Start Program Performance Standards that is similar to the one cited in your original report. That citation was added for your information as you continue to learn the new requirements.

If you have questions about this report, please contact your ACF Regional Office.

Distribution of the Head Start Review Report

Copies of this report will be distributed to the following recipients:

*Ms. Kay Willmoth, Regional Program Manager
Ms. Katie Farkas, Policy Council Chairperson
Mr. Bill Gronseth, CEO/Executive Director
Ms. Pamela Rees, Head Start Director*

Overview Information

*Review Type: Desk/FTL Solo
Organization: Duluth Public School District #709
Program Type: Head Start
Field Lead: Ms. Glenda Williams-Jones
Funded Enrollment HS: 239
Funded Enrollment EHS: Not Applicable*



ADMINISTRATION FOR
CHILDREN & FAMILIES

44

Office of Head Start | Region V | 233 North Michigan Avenue, Suite 400, Chicago, IL 60601 | eclkc.ohs.acf.hhs.gov

May 8, 2017

David Kirby, Board Chair
Duluth Public School District #709
2102 North Blackman Avenue
Duluth, MN 55811

Re: Grant No. 05CH8398

Dear Mr. Kirby:

We reviewed your Head Start agency's request to waive provisions of 45 C.F.R. Part 1303 pursuant to the criteria defined in 45 C.F.R. § 1303.70(c). Your request to waive the child restraint system and bus monitor requirements for 200 children transported by grantee-operated vehicles.

Your request is consistent with the regulatory requirements, and waivers are approved for the following provisions:

45 C.F.R. § 1303.71(d) and §1303.72(a)(1) – Child Restraint Systems
45 C.F.R. § 1303.72(a)(4) – Bus Monitors

The waiver is effective for the 2017-2018 program year. Please be advised that requests for a waiver must be approved annually. Requests for waiver of the child restraint system and/or bus monitor requirements must be submitted to our office by June 1, 2018 for the 2018-2019 program year.

Please contact Jason Rasmussen, Head Start Program Specialist, at (312) 886-5020 if you have further questions on this matter.

Sincerely,

Karen McNamara
Supervisory Program Specialist
Office of Head Start

cc: Bill Gronseth, Superintendent
Pamela Rees, Head Start Director
Katie Farkas, Policy Council Chair



How Much Have We Grown?

WHAT IS SCHOOL READINESS?

46

The Office of Head Start (OHS) defines school readiness as:

“Children possessing the skills, knowledge, and attitudes necessary for success in school and for later learning and life.”

Head Start requires all programs to work toward goals in these five broad areas:

1. Approaches to learning
2. Social and emotional development
3. Language and literacy
4. Cognition
5. Perceptual, motor, and physical development



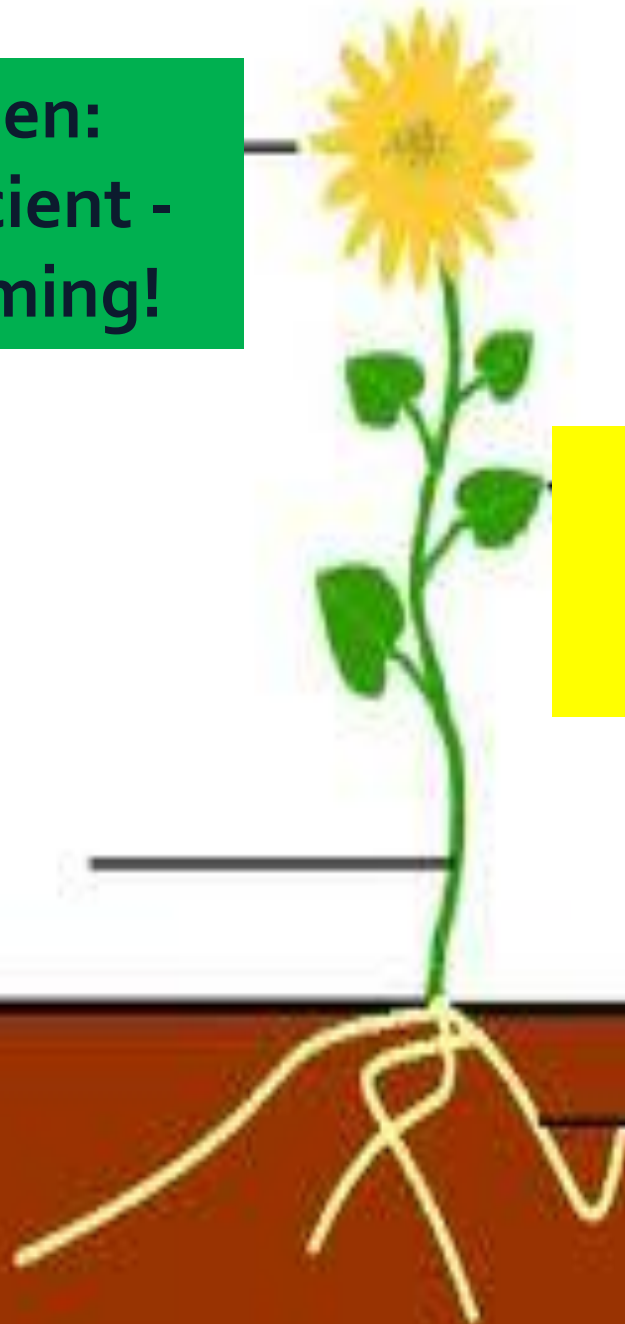
Children learn through play!



**Green:
Proficient -
Blooming!**

**Yellow:
In process –
Emerging!**

**Red:
Not yet –
Still putting
down roots**



Perceptual, Motor and Physical Development

Safe & Healthy Habits; Self-Help



49

04/13/2



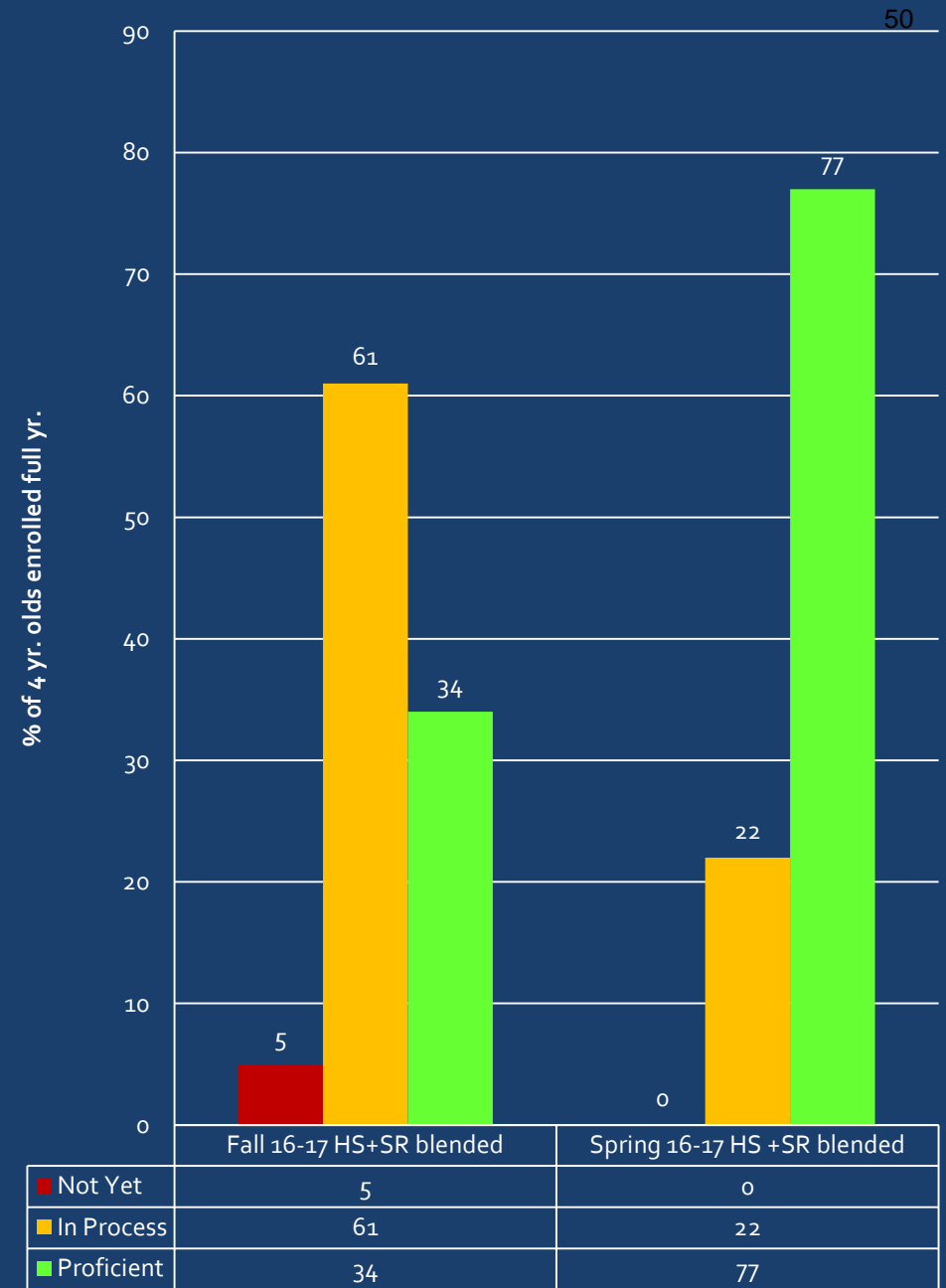
Fine Motor



Gross Motor



Physical Development & Health



Approaches to Learning

51

Interest & Curiosity



Focus, Attention,
Persistence
Self-Regulation

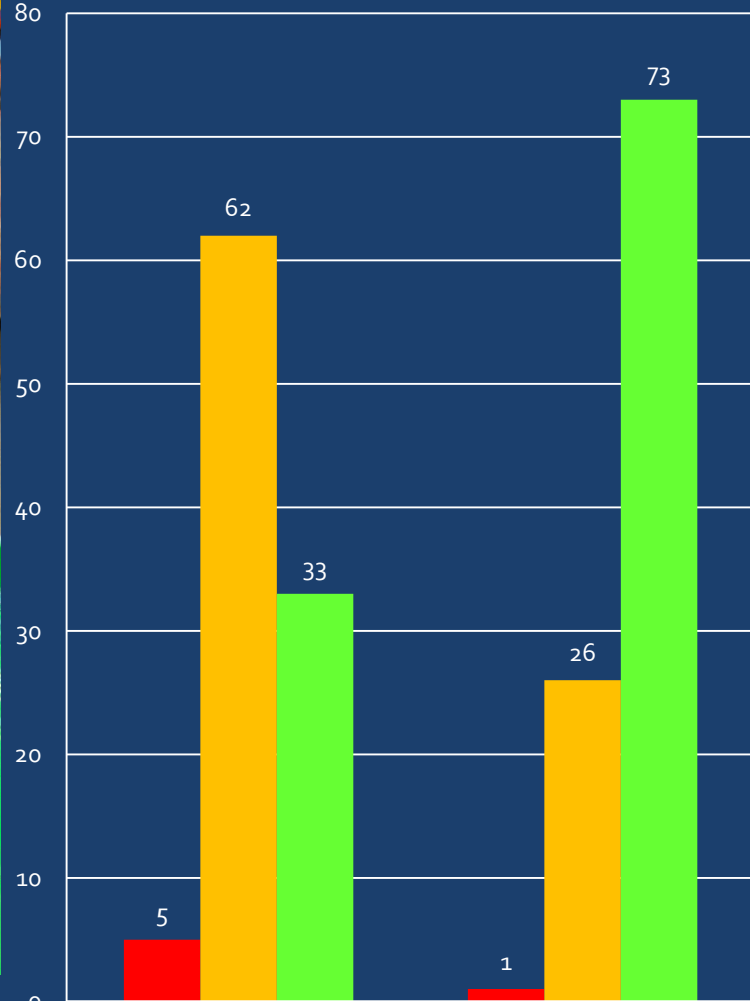


Creativity, Flexibility,
Imagination



Approaches to Learning

52



	Fall 16-17 HS+SR blended	Spring 16-17 HS +SR blended
Not Yet	5	1
In Process	62	26
Proficient	33	73

Social-Emotional Development

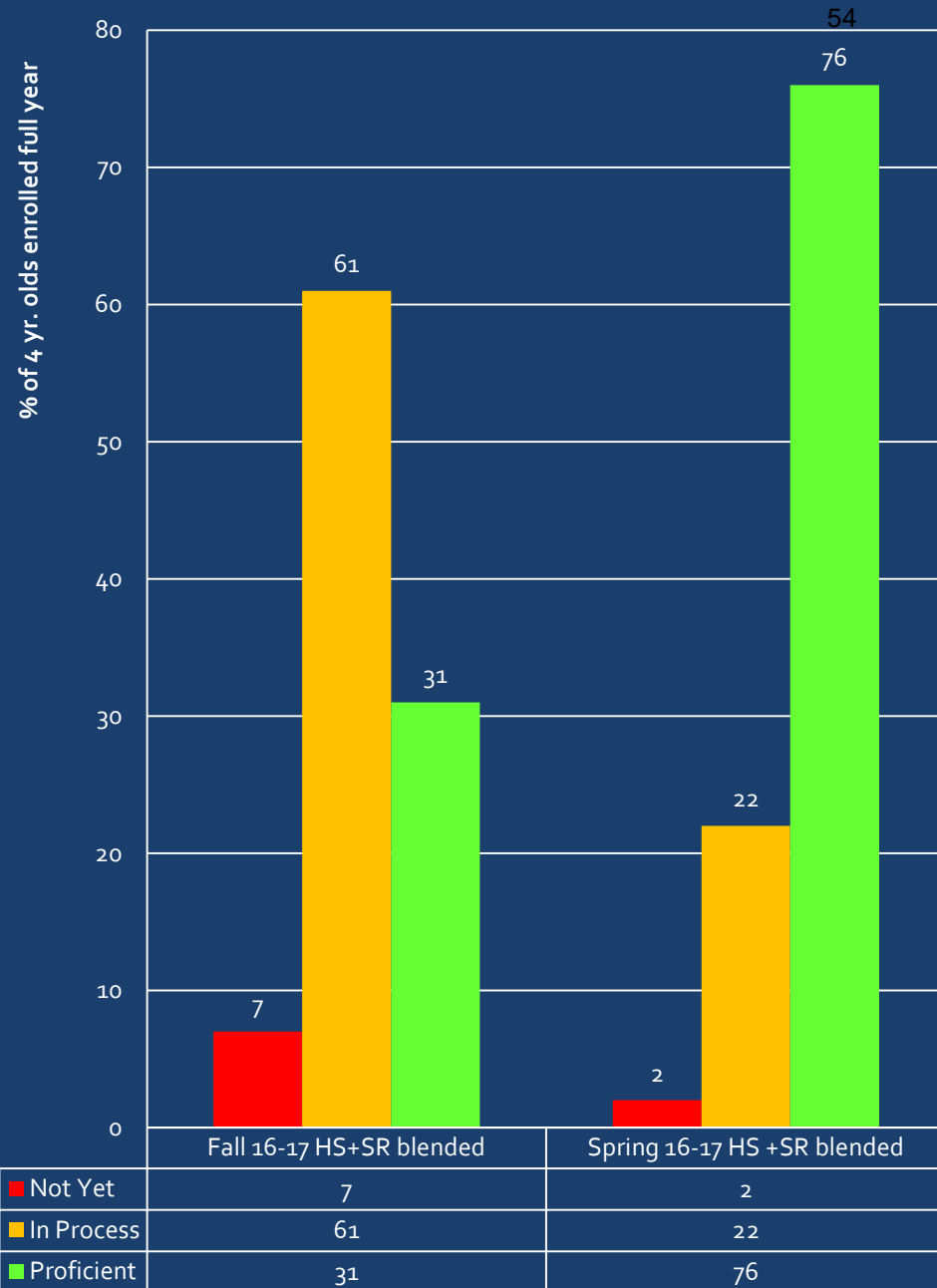
53



**Relationships
Emotions
Sense of identity &
Belonging**



Social-Emotional



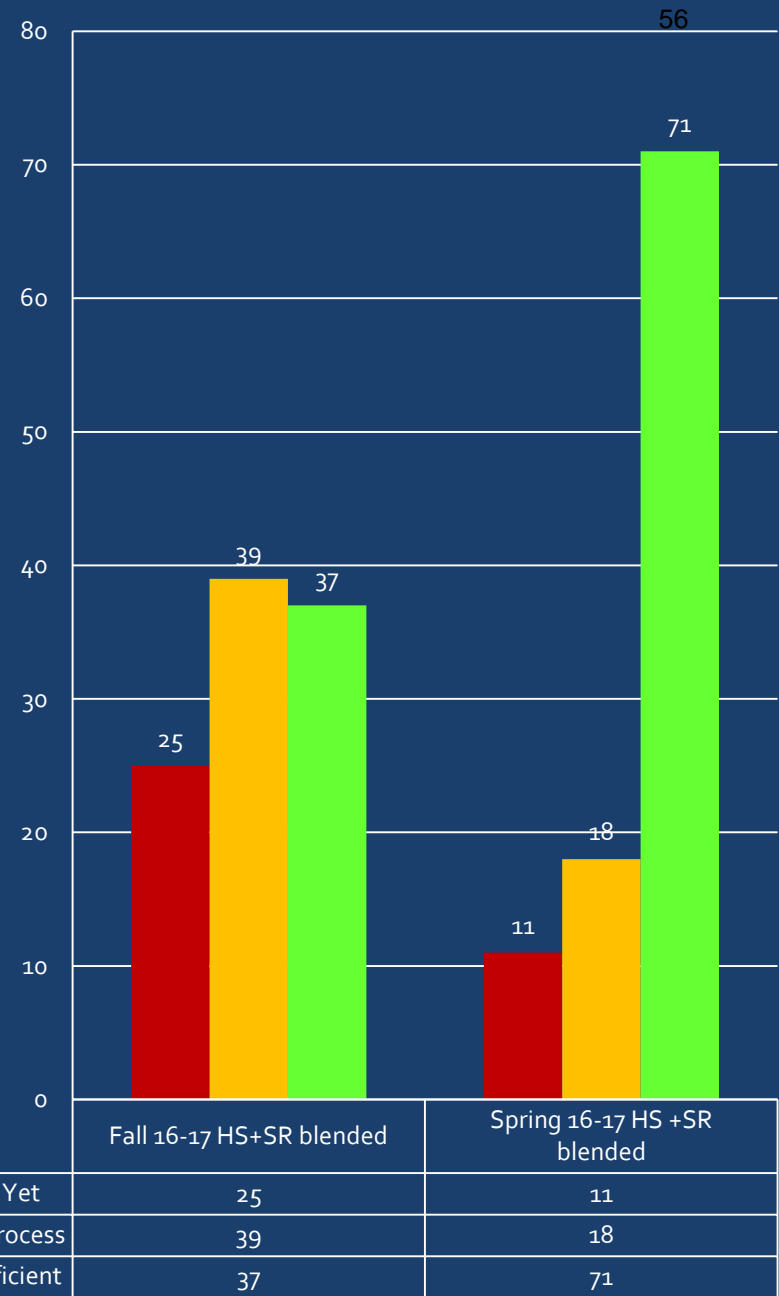
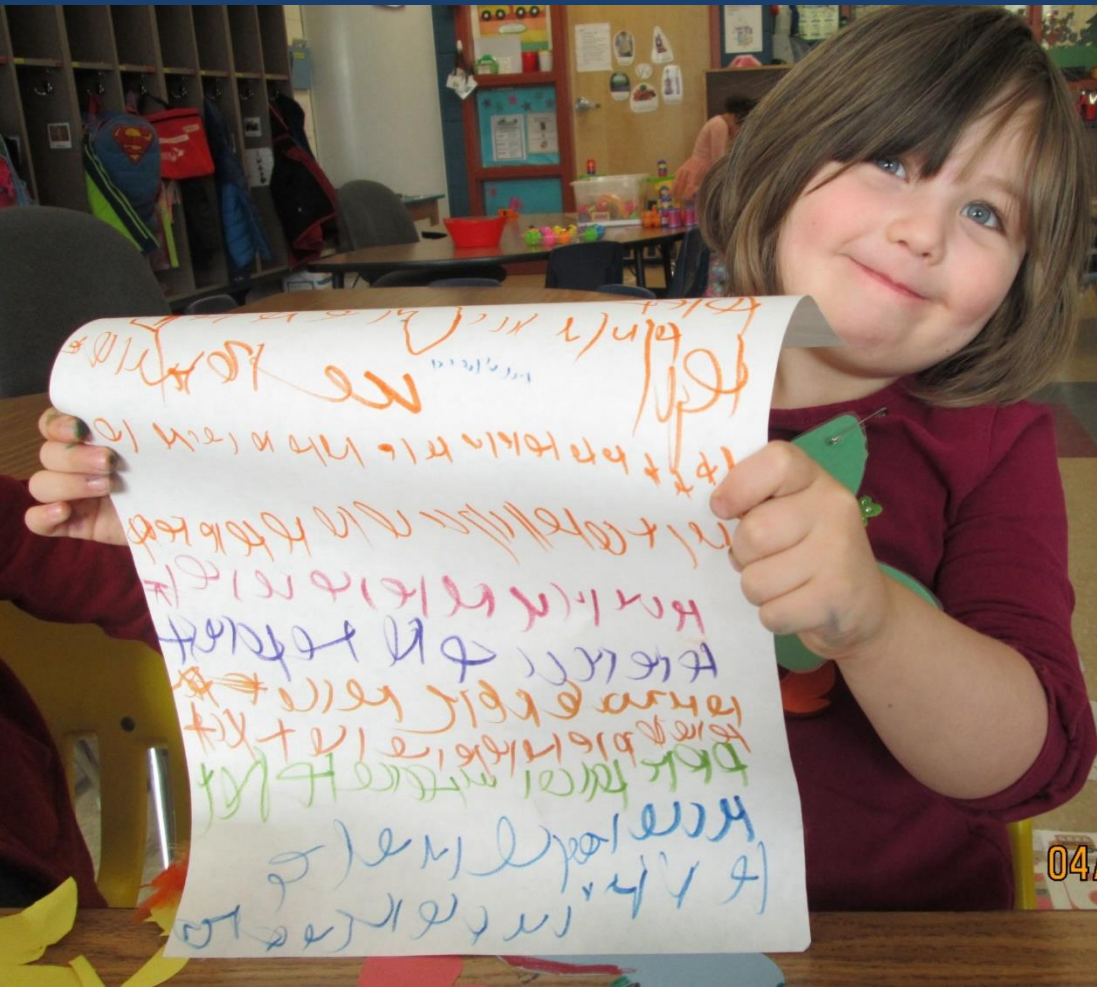
Language & Literacy

55



Communication:
Understanding
Listening
Talking
Reading
Writing

Language & Literacy



Not Yet	25	11
In Process	39	18
Proficient	37	71

Cognition & General Knowledge

57

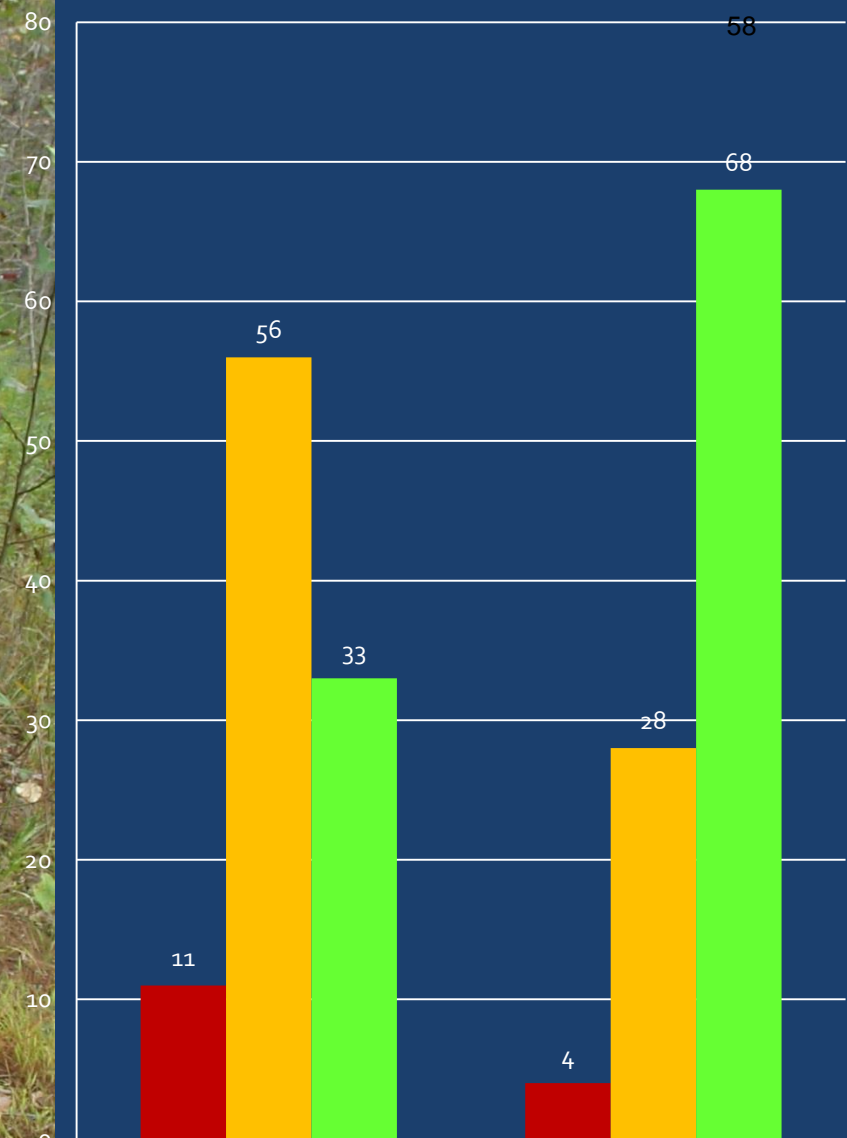


Math
Science
Social Studies



% of 4 yr olds enrolled full yr.

Cognition & General Knowledge



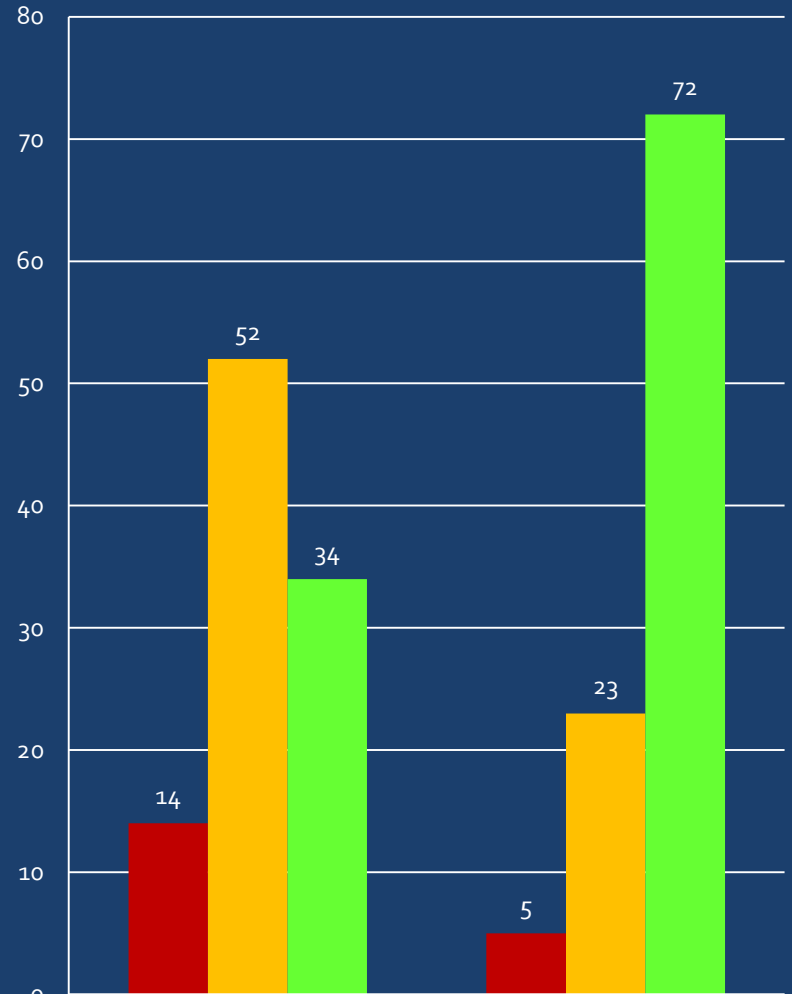
	Fall 16-17 HS+SR blended	Spring 16-17 HS +SR blended
Not Yet	11	4
In Process	56	28
Proficient	33	68



Over-all School Readiness (all domains combined)

59

% of 4 yr. olds enrolled full yr.



Not yet	14	5
In Process	52	23
Proficient	34	72

“It takes a village”

Thank you for
helping us grow!....

60

Parents & Caregivers
Teachers
Paraprofessionals
Family Advocates
Mental Health Consultants
Minnesota Reading Corps
College Students
Clerical
Coordinators
Director
Policy Council
School Board
Kiwanis
Other volunteers
Community Partners





MEMORANDUM

DATE: April 21, 2017

TO: Bradley Vieths
Lake Superior Consortium

Jim Schwarzbauer

FROM: Jeralyn Jargo, State Director Career Technical Education

Michelle Kamenov, Supervisor
Career and Technical Education, Minnesota Department of Education

SUBJECT: FY18 Lake Superior Consortium Estimated Perkins Allocation

ACTION REQUESTED: Estimate for Planning

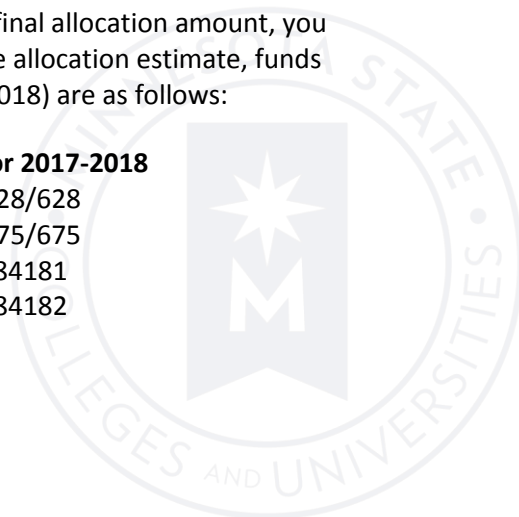
As the Federal government has not released state allocation figures for Award 11 of Carl Perkins, we are providing an estimate **AS IF** funding will occur beginning July 1, 2017. The following estimated budget figures for 2017-2018 will assist you in preparing your Perkins plans. We have recalculated the estimated Perkins distribution to consortia after updating our records with our state information to include the following elements:

- 2015 U. S. Census data for the population by school district of individuals aged 5-17
- 2015 U. S. Census data for the population by school district of individuals aged 5-17 in households of poverty
- School district area to account for certain district consolidations (square miles)
- 2015-2016 CTE Secondary Participants
- 2015-2016 CTE Postsecondary Students
- 2015-2016 Perkins PELL Participants

Upon notification from the U.S. Department of Education as to Minnesota's final allocation amount, you may receive a request to make minor adjustments to your plan. Based on the allocation estimate, funds available for your consortium for 2017-2018 (July 1, 2017 through June 30, 2018) are as follows:

Perkins Total Allocation for the Lake Superior Consortium for 2017-2018

\$108,363.07	Secondary Basic Allocation	FIN 428/628
\$23,187.79	Secondary Reserve Allocation	FIN 475/675
\$271,342.91	Postsecondary Basic Allocation	GL 384181
\$32,021.23	Postsecondary Reserve Allocation	GL 384182
\$434,915.00	Consortium Total	



Bradley Vieths
Jim Schwarzbauer
Page Two
April 21, 2017

Please keep in mind that the unified consortium local plan determines how total Perkins funds will be allocated. These funds cannot be redistributed on a formula basis to school districts and among college units. When these funds are being spent, the consortium must adhere to the federal requirements under the Perkins Act, the Minnesota State Plan and the state fiscal requirements of Minnesota Department of Education or the Minnesota State Colleges and Universities system which ever is appropriate.

As soon as the System Office has notification of actual dollar amounts of total allocation and forward funding we will process the local consortium allocation letters. Please share this information with your team as appropriate.

If you have any questions, please contact Jeralyn Jargo at 651-201-1650 jerilyn.jargo@so.mnscu.edu or Michelle Kamenov, 651-582-8434, michelle.kamenov@state.mn.us.

C: Consortium Fiscal Contacts, Secondary and Postsecondary
Laurie Rheault, MDE
Debra Hsu, Minnesota State
Judy Bradford, Grant Accountant, Minnesota State
Andrew Bestler, Minnesota State



Educational Excellence With An Environmental Emphasis

May 26, 2017

To: National Oceanic and Atmospheric Association (NOAA)

If the proposal submitted by Dr. Jennifer Frisch entitled "**Watershed Stories: Learners Exploring their Place in the Ecosystem**" is selected for funding by the NOAA B-WET program, it is the intent of Stowe Staff to collaborate and/or commit resources as detailed in the Project Description. Additionally I would like you to know a bit about Stowe.

Stowe Elementary would be the perfect site for this collaboration:

- Stowe has many Environmental Education resources and everyone can meet in the building during summer and monthly meetings.
- There is a strong commitment by the Staff to Environmental Education.
- Stowe has had a nice connection with UMD in the past
- Stowe Elementary has the Infrastructure to support a focus on EE:
 - A 19 acre Trail system
 - Other outdoor spaces including a butterfly garden, an atrium, several large fish tanks
 - Equipment such as microscopes and many other Science focused materials, also a worm farm, a classroom set of cross country skis, ice skates and muck boots.
 - An Environmental lab
 - Commitment by the Duluth district to Outdoor Education
 - A food/waste reduction center at lunch and a plan for the building to reduce, recycle and reuse.

Stowe has a long history of Environmental Education, but over the last several years EE has been shelved. The staff would like to get back to its strong commitment to EE. Stowe is also committed to involving the community and the community is committed to Stowe. This grant would help us to revive the EE program, which in turn would revive the neighborhood school.

Sincerely, Cynthia Maldonado

ISD #709 Eligibility

A. Academic Eligibility

At the conclusion of each grading period, a student cannot have an F on report card and must not have a “U” in conduct given by the administration. If a student receives an F on report card, the student is ineligible at least the first six weeks of the next grade period (as described below).

B. Ineligibility Status

Report card issuance day is the Monday starting the second week of the marking period. Ineligibility is described as a period of time in which the student **may practice but not participate in activities/games/contests**. Grades will be reviewed the Friday of the sixth week of the marking period. The student must have no F’s and no administrative “U” in conduct on that day to gain eligibility. For **consecutive grade period violations**, a student is **ineligible** to participate until the issuance of the next report card. Ineligibility is described as a time the student may continue to practice but may not participate in varsity games or contests.

Fall 2017:

We will be using the 2.0 GPA standard from the 2016-17 school-year.

Note: If a student failed a class the previous school year and/or credits do not meet district guidelines, completion of summer school course(s) may help student gain eligibility.

Eligibility review date – September 29th

End of 1st grade period November 3rd

Winter 2017-18:

Eligibility review date for students who failed a class in Quarter 1 – December 15th

End of 2nd grade period – January 19 (All grades checked when report cards are issued)

Eligibility review date for students who failed a class end of Semester 1 – March 9th

End of 3rd grade period – March 30th (All grades checked when report cards are issued)

Spring 2018:

Eligibility review date for students who failed a class in Quarter 3– May 18th

End of 4th grade period – June 7th (All grades checked when report cards are issued)

Credit Eligibility

At the conclusion of the first semester and end of the school year, students must be making satisfactory progress toward graduation based on the credit schedule listed below. If a student fall bellows the credit requirements, they may be deemed ineligible for a period of time as determined by the building principal.

1. Incoming 10th grader (sophomore) – 5.50 credits, 8.0 credits at semester
2. Incoming 11th grader (junior) – 11.25 credits, 13.75 credits at semester

3. Incoming 12th grader (senior) – 16.50 credits, 19.00 credits at semester
4. 22.25 credits needed to graduate in 2018

Less Than A Normal Course Load

All students must be fully enrolled (as defined by the Minnesota Department of Education) – minimum of four classes and one study hall. This includes students enrolled in PSEO classes.

Special Education Programs

These rules are applicable to students enrolled in Special Education programs; exceptions, with regard to academic performance and conduct, would be noted in the student's Individual Education Plan (IEP). An IEP cannot make exceptions to stated academic standards.

Administrative Prerogative

The Principal reserves the right to declare a student eligible or ineligible for any appropriate period.

Home School Eligibility is based on State Statute

- Student must reside in the schools home attendance area (ie - Denfeld or East)
- Home school must be registered with ISD 709

Online Eligibility

- Students enrolled in an online school like Academic Excellence Online (Duluth Public Schools) or Minnesota Virtual Academy (MNVA), they are fully eligible at either East or Denfeld - where their attendance area resides.
- If a student enrolls at an online charter school (Minnesota Transitions/Connections Academy) then that student is eligible to participate at that charter school.
- Not all online schools are created equally in the eyes of the MSHSL. Contact the activities director at East or Denfeld if you have any questions.

Cooperative Agreements

It is School District policy that ISD709 does not participate in cooperative agreements with charter or private schools. This is a decision by the school board.

- We do not offer cooperative sponsorship's or articulation agreements with private or charter schools, they would take opportunities to participate away from our own students.
- Students enrolled at other schools would be eligible at their own school, or if they co-oped with another MSHSL school.
- This includes students from; Edison, Lakeview Christian Academy, Holy Rosary (and other parochial schools), Catholic High School, Harbor City, Online Charter Schools, and Montessori etc.

STATE HEAD START GRANT FOR 2017-2018**\$521,036.**

- **Childcare Collaboration with the YWCA of Duluth**
Our Teacher/Advocate provides the full range Head Start services to 18 families enrolled at the YWCA Childcare Center

- **Families in Transition**
Our 2 teacher/advocates provide the full range of Head Start services to 18 families with preschool children experiencing homelessness

- **Home Base**
Our Teacher/Advocate provides weekly home visits with 12 families with parenting support

- A portion of the wages and benefits for program wide staff is also paid out of these State funds

- 48 infants, toddlers and preschoolers are served by the State Head Start Grant in these 3 options



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | Region V | 233 North Michigan Avenue, Suite 400, Chicago, IL 60601 | www.eclkc.ohs.acf.hhs.gov

May 31, 2017

David Kirby, Board Chair
Duluth Public School District #709
2102 North Blackman Avenue
Duluth, MN 55811

Re: Grant No. 05CH8398

Dear Mr. Kirby:

The Consolidated Appropriations Act, 2017, contains an increase of approximately \$85 million for programs under the Head Start Act for Fiscal Year (FY) 2017. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.0 percent to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the amount of the COLA for the Head Start and/or Early Head Start programs in FY 2017.

Common Accounting Number (CAN)	COLA Amount
Head Start Program Operations	\$19,394
Early Head Start Program Operations	
TOTAL	\$19,394

Submission Requirements

Program Instruction ACF-PI-HS-17-02, dated May 12, 2017, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due June 30, 2017 and must be submitted in the Head Start Enterprise System (HSES) at <https://hses.ohs.acf.hhs.gov/hsprograms>. Please select the Financials tab, Application tab, Fiscal Year 2017 and the budget period to add the 'Supplement' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at help@hsesinfo.org or 1-866-771-4737.

Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.0 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.0 percent COLA or differential COLA increases;
- The provision of the 1.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the supplemental application must be provided. The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. If you have any questions or need assistance, please contact Jason Rasmussen, Head Start Program Specialist, at (312) 886-5020 or jason.rasmussen@acf.hhs.gov or Erin Wright, Grants Support Specialist, at (312) 353-2573 or erin.wright@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,



Heather Wanderski
Supervisory Program Specialist
Office of Head Start

cc: Bill Gronseth, Superintendent
Pamela Rees, Head Start Director

Head Start Federal Cost of Living Allowance \$19,394.

Application due June 30, 2017

These funds 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 agreements, vehicle fuel and maintenance, supplies and equipment.

We have budgeted for the following:

- An increase in the number of weeks for our Mental Health Consultant-\$7440.
- 9 desktop computers-\$7308.
- Classroom supplies-\$4500.
- Phone contract-\$146.
- **TOTAL- \$19,394.**

6300 — WELLNESS POLICY**I. — Purpose**

~~Per the District's Resolution of Purpose, this policy assures a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.~~

II. — General Statement of Policy

- ~~A. — The School District recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.~~
- ~~B. — The School District recognizes the importance of making a commitment to motivating students, parents, staff, administrators, and communities to take action in making healthy choices. Evidence strongly suggests that collaborative efforts among family, schools, and community are the most effective approach for the promotion of good health.~~
- ~~C. — The School District leadership makes a significant difference in the success of nutrition and healthy eating efforts. Results can be compromised if not supported by the entire school environment that includes both inside and outside the cafeteria.~~
- ~~D. — The School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.~~
- ~~E. — The school environment should promote and protect students' health, well being, and ability to learn by encouraging healthy eating and physical activity.~~
- ~~F. — The School District encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing School District nutrition and physical activity policies.~~
- ~~G. — Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.~~
- ~~H. — All students in grades K-12 will have opportunities, support, and an environment that encourages physical activity on a regular basis.~~
- ~~I. — Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of a culturally diverse student body. The District will provide clean, safe, and pleasant facilities and adequate time for students to eat.~~

III. — Guidelines

- ~~A. — Physical Education and Physical Activity:

 - ~~— Physical education is the time during the day when physical education curriculum is delivered by a certified physical education teacher.~~
 - ~~— Physical activity is movement with students supported by anyone other than a certified physical education teacher.~~~~
 - ~~1. — Opportunities During the School Day

 - ~~a. — Continue to work toward providing all students in grades K-12, including students with disabilities, special health care needs, and students within alternative educational settings, to receive physical education.~~
 - ~~b. — Continue to work toward meeting the Physical Education requirements of the CDC, MDE, NASPE recommendations of 150 minutes/week for elementary students and 225 minutes/week for secondary students for the entire school year.*~~
 - ~~c. — Expand lifetime activities offered in secondary Physical Education curriculum.~~
 - ~~d. — All Physical Education will be taught by a certified Physical Education teacher.~~
 - ~~e. — Strive toward daily recess prior to lunch.~~
 - ~~f. — Strive toward all elementary students having at least 20 minutes a day of supervised recess, preferably outdoors, during which schools and playground monitors encourage moderate to vigorous physical activity.~~~~

2.—Opportunities in the Learning Environment

- a.—Extended periods (i.e., periods of two or more hours) of inactivity are discouraged. When activities, such as mandatory school wide testing, make it necessary for students to remain indoors for long periods of time, students will be given periodic breaks during which they are encouraged to stand and be moderately active.
- b.—Encourage and train classroom teachers to implement current strategies that link physical activity with learning.

3.—Opportunities Outside the School Day

- a.—The school is encouraged to offer a variety of physical activities including extracurricular and intramural. Possible resources may include outside agencies and community education.
- b.—To promote safe routes to school, the School District will assess its own facilities and, if necessary and to the extent possible, make needed improvements to make it safer and easier for students to walk and bike to school.
- c.—Expand and utilize the use of fitness centers and other existing facilities before and after school for all ISD 709 staff and students to promote healthy lifestyles.
- d.—Encourage fundraising activities that promote physical activity such as jump-a-thons, rake-a-thons, etc.

B.—Nutrition:

1.—Food and Beverages

- a.—Work toward providing all students with at least 20 minutes per day to eat lunch.
- b.—Offer a variety of healthy choices in school breakfast and lunch that are tasty, attractive, and of excellent quality that meet or exceed the nutrition standards established by USDA.**.
- c.—Ensure the availability of healthy, appealing, and affordable food options whenever food is served outside of the school breakfast and lunch program.
- d.—Offer healthy food and beverage options in vending machines, school stores, concession stands, staff areas, and ala-carte lines.***
- e.—Fundraising efforts must be supportive of healthy eating, by selling non-food items or healthy food items like fruits, veggies, and whole grain breads.***
- f.—Rewards programs must utilize healthy choices (food and non-food).***
- g.—School regularly promotes healthy food options for students (pricing, marketing, posting nutrition information, taste testing, etc.)

2.—Nutrition Education

- a.—Encourage district staff and school volunteers to model healthy nutritional choices.
- b.—Provide nutrition education in health classroom curriculum.
- c.—Teachers are encouraged to integrate nutrition education into core curriculum areas such as math, science, social studies, and language arts as applicable.

3.—Community Communication and Education

- a.—Provide staff, parents, and community with education on physical activities in school newsletters and district website.
- b.—Encourage district staff, students, and families (newsletters etc) to make healthy food choices at home, when eating away from home, and when sending food and beverages to school.
- c.—To promote Safe Routes to School, the School District will work proactively with

the city, county, and other community groups to remove any barriers to make it safer and easier for students to walk and bike to school.

IV. ~~Implementation, Monitoring, and Review~~

- A. ~~After approval by the School Board, the wellness policy will be implemented throughout the School District.~~
- B. ~~The school food service staff will ensure compliance within the school's food service area and will report to the superintendent or designee, as appropriate.~~
- C. ~~The superintendent or designee will ensure compliance and effectiveness of the wellness policy and will provide an annual report of the School District's compliance with the policy to the School Board.~~
- D. ~~An assessment of the school's existing nutrition and physical activity environment and policy will be completed annually to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the School District will review nutrition and physical activity policies; provision of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements. The school will, as necessary, review the wellness policies and develop work plans to facilitate their implementation.~~

~~* *References:* (CDC) Centers for Disease Control, (MDE) Minnesota Department of Education and (NASPE) National Association of Sport and Physical Education~~

~~** School guidelines will follow the Healthy Hunger free Kids Act as revised, or when implemented, or as directed by the Minnesota Department of Education.~~

~~References: Minnesota Department of Education Food and Nutrition Services Mde.fns@state.mn.us, United States Department of Agriculture (USDA)~~

~~Adopted: 06-20-2006 ISD 709~~

~~Revised: 01-17-2012~~

~~02-25-2014 ISD 709~~

**Deletion: First Reading 6/20/2017
Replaced by MSBA Policy 533**

Adopted: _____

MSBA/MASA Model Policy 533

Orig. 2005

Revised: _____

Rev. 2016

533 WELLNESS

I. PURPOSE

~~The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.~~

The purpose of this policy is to assure a school environment that promotes and protects all students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.
- B. The school environment should promote **all** students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- D. **Because all** children need access to healthy foods and opportunities to be physically active ~~in order to grow, learn, and thrive.~~, **the school district will provide an optimal learning environment whereby:**
 - All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
 - Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the ~~religious, ethnic, and cultural diversity~~ cultural and diverse needs of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
 - b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and
 - c. enjoyable, developmentally appropriate, culturally relevant **educational experiences**, ~~and includes participatory activities, such as contests, promotions, taste testing, and field trips.~~
2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

3. **Farm to School Program**

1. Farm to School programs enhance the nutritional and educational experience of school children by providing:

a. Nutritious, locally grown food as a part of the school food program; and

b. Opportunities for educational experiences in school gardens and/or at community gardens and local farms to learn about the origins of their food and how their food is grown. These experiences serve as an interdisciplinary teaching tool to influence student food choices and lifelong healthy eating habits.

2. Farm to School programs provide students with the opportunity to eat healthy, locally grown foods and be exposed to a variety of fresh produce that reflects the ethnic and cultural diversity of the student population. The school district will support the development of Farm to School programs to help students eat more nutritious foods and promote healthier lifelong eating patterns; support the local economy and local farmers; and teach students about the origins of their foods and how their food is grown.

3. Farm to School Programs will adhere to the recommended USDA Sanitation and Safety guidelines of Traceability of Fresh Produce from local farmers and school gardens. This process includes but is not limited to a review of Good Agricultural Practices (GAPs) and Good Handling Practices (GHPs). Farm to School items served in the Cafeteria, the Child Nutrition Department will maintain traceability records from the source

of the product through the serving of the product. This documentation will include information on suppliers including local farms, purchasing records, and the specific source of the product.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

4. Schools will strive to limit withholding physical activity and recess as a punishment.

5. Schools will proactively teach and encourage positive recess behavior and indoor active recess throughout the school year.

6. Extended periods (i.e., periods of two or more hours of inactivity) are discouraged. When activities, such as school-wide testing, making necessary for students to remain indoors for long periods of time, students will be given periodic breaks (before, during, and after) during which they are encouraged to stand and be moderately active.

7. The school district will encourage walking and biking to and from school based on age appropriate standards for students living with certain distances of the school.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
- ~~3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.~~
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Food service personnel will try to accommodate the cultural and diverse needs of the student body in meal planning.
4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.
2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. **Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions**, including those foods provided through:
 - a. Celebrations and parties. **A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.).** The school district will provide a list of healthy party ideas to parents **families** and teachers **staff**, including non-food celebration ideas.
 - b. Classroom snacks **to be distributed to the class** brought by parents. **A snack is food eaten between usual meals to supplement the nutritional needs of student intended to make a positive contribution to the child's health and diet.** The school district will provide to parents **families and staff** a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The school district will make available to parents **families** and teachers **staff** a list of suggested healthy fundraising ideas. **Foods and beverages sold as fundraisers during the school day must comply with standards listed in C1 and C2. No**

restrictions are placed on the sale of food/beverage items sold outside of the school day.

- E. Food and Beverage Marketing in Schools
1. School-based marketing will be consistent with nutrition education and health promotion.
 2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district.
2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
 - a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;
 - b. the extent to which the school district's wellness policy compares to model local wellness policies; and
 - c. a description of the progress made in attaining the goals of the school district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy)
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
 42 U.S.C. § 1758b (Local School Wellness Policy)
 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)

7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program
Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
St. Louis County Public Health
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

First Reading: 6/20/17
Replacing Policy 6300

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
Duluth Superior Area Community Foundation – Scott D. Anderson Leadership Foundation Fund and the Community Leaders Fund	Chris Peterson	Scott Anderson Leadership Forum	\$24,017	Funds from these grants will support the annual week-long Scott Anderson Leadership Forum.



May 26, 2017

Mr. William Gronseth
Superintendent
ISD#709 - Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Dear Mr. Gronseth:

I am pleased to inform you that a grant for \$19,514 from Scott D. Anderson Leadership Foundation Fund and \$4,503 from the Community Leaders Fund for your project/program – “Scott Anderson Leadership Forum” was approved at the May 24, 2017 meeting.

Enclosed please find our Grant Agreement. If these conditions are acceptable to you, please return the signed and dated document to us as soon as possible. Once the agreement has been received, a check for \$24,017 will be mailed to ISD#709 - Duluth Public Schools.

As we understand the term of this grant to be through December 31, 2017, please submit a Final Project Report, including all requested materials, by March 1, 2018. This Final Report and instructions for its completion, is accessed through the online grant application portal, which you can find through our web site (www.dsacommunityfoundation.com). The report will help us determine the effectiveness of this grant.

We also request that the Community Foundation be credited for this grant in all related publicity materials and that you forward copies of those materials to us for our files. Credit lines should read, “Funded (or Funded in part) by the Community Leaders Fund and the Scott D. Anderson Leadership Foundation Fund of the Duluth Superior Area Community Foundation.” We are grateful to the following individuals and businesses for their contributions to the Community Leaders Fund:

- | | | |
|----------------------------------|--------------------------------|---------------------------------|
| Martha B. Alworth | Helena Jackson | Fariba Pendleton |
| Abbot G. Apter | Howard and Barb Klitzky | Arend J. and Verna Sandbulte |
| Barker's Island Marina | Ilene Levin and Steve Goldfine | James H. Stewart |
| Richard R. Burns | Frances and Joseph Leek | Donald L. and Susan C. Wallgren |
| Mark Danielson and Theresa Smith | Blair and Anna Mahan | Thomas B. Wheeler |
| Essentia Health | Ann and Robert Mars, Jr. | Jim and Mary Zastrow |
| Karen and John Fillenworth | Mary Millard | |
| Anne and Jon Holy | PLB Properties | |

We are very pleased to be able to help you with your project and wish you continued success.

Sincerely,

Holly C. Sampson
President
Enclosure
C: Chris Peterson

BOARD OF TRUSTEES

- James E. Zastrow, *Chair*
- Bethany M. Owen, *Vice Chair*
- David Kropid, *Secretary*
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P: 218.726.0232 • F: 218.726.0257

info@dsacommunityfoundation.com • www.dsacommunityfoundation.com



5/10/2017

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

Colten Lee Hanson

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

4/28/2017

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

5/10/2017

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

Cassie May Horst

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

5/3/2017

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: 5/24/17

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 5/3/2017:

Frederick Martin

5/23/2017

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

Dear Ms. Starzecki,

This is to certify that the people listed below have completed all the requirements for High School graduation from the Duluth Public Schools and are eligible to receive their diplomas from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Benjamin H. VanDell	Duluth Public Schools	5/17/2017
James Martin Wilde	Duluth Public Schools	5/18/2017
Zachary Alan Henry	Duluth Public Schools	5/12/2017
Joi Lasoundra Hargrove	Duluth Public Schools	5/11/2017

Please send diploma to Kim LeDoux at the Area Learning Center, Room 126

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

6/2/2017

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

Dear Ms. Starzecki,

This is to certify that the people listed below have completed all the requirements for High School graduation from the Duluth Public Schools and are eligible to receive their diplomas from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jaren Thomas Pykkonen	Duluth Public Schools	5/31/2017

Please send diploma to Kim LeDoux at the Area Learning Center, Room 126

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center



6/2/2017

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

Dear Ms. Starzecki,

This is to certify that the people listed below have completed all the requirements for High School graduation from the Duluth Public Schools and are eligible to receive their diplomas from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Leah Kalin Ach	Duluth Public Schools	6/2/2017
Wesley Kieth Johnston	Duluth Public Schools	5/26/2017
Samantha Ann Lanpher	Duluth Public Schools	6/2/2017
Jacob Thomas Meyer	Duluth Public Schools	6/2/2017
Nathaniel Joseph Nason	Duluth Public Schools	6/1/2017
LilyAnne Mae Rogers	Duluth Public Schools	5/25/2017
Malcolm Reginald Samuels	Duluth Public Schools	6/1/2017
Andrew David Solem	Duluth Public Schools	6/1/2017
Ethan Patrick Young	Duluth Public Schools	6/1/2017

Please send diploma to Kim LeDoux at the Area Learning Center, Room 126

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

May 25, 2017

William Gronseth
Ind. School Dist. 709
215 N. 1st Ave. E.
Duluth, MN 55802

Dear Mr. Gronseth,

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/School

Graduation Date

Troy Lopez

Woodland Hills Academy

June 6, 2017



Denise Clairmont
Principal

May 25, 2017

William Gronseth
Ind. School Dist. 709
215 N. 1st Ave. E.
Duluth, MN 55802

Dear Mr. Gronseth,

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/School

Graduation Date

Hassan Keishawn Nelson Woodland Hills Academy June 6, 2017



Denise Clairmont
Principal

May 25, 2017

William Gronseth
Ind. School Dist. 709
215 N. 1st Ave. E.
Duluth, MN 55802

Dear Mr. Gronseth,

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/School

Graduation Date

Isaiah Tremaine Baker

Woodland Hills Academy

June 6, 2017



Denise Clairmont
Principal

5/10/2017

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

Dear Ms. Starzecki,

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Mason Arrmone Holmes	Denfeld High School	6/8/2017
Anjelica Margaret Robin Holmes	Denfeld High School	6/8/2017
Tyler Michael Persch	Denfeld High School	6/8/2017
Angel Robin Hathaway	Denfeld High School	6/8/2017
Autumn Lynn Towle	East High School	6/8/2017
Eponine Gwendolyn Schomberg	East High School	6/8/2017
Austan Antonio Williams	Duluth Public Schools	6/8/2017

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center



5/30/2017

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

Casey Robert Canfield
Sophia Reed Furey
Bryan J. Vanderport
Levi Jonathan Hayden

SCHOOL ON DIPLOMA

GRADUATION DATE

Academic Excellence Online High School

6/8/2017

Please send diploma to Kim LeDoux at the Academic Excellence Online High School, Room 101

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Academic Excellence Online High School



DENFELD SENIOR HIGH SCHOOL

401 N. 44th Ave. W.
Duluth, Minnesota 55807
(218) 336-8830 Main Office



June 1, 2017

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

Dear Ms. Starzecki,

I was just informed of a student that is going into the Bridge program. I will need a certificate of attendance for him. Date is June 8, 2017. Name is Matthew Jupp.

Thank you.

Sincerely,

Tonya M. Sconiers
Principal

TMS:cra

--an equal opportunity employer--

6/2/2017

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

Dear Ms. Starzecki,

This is to certify that the people listed below have completed all the requirements for High School graduation from the Duluth Public Schools and are eligible to receive their diplomas from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Joshua Gary Berntsen	Duluth Public Schools	6/8/2017
LaTasha Alize Patrice Burse	Duluth Public Schools	6/8/2017
Anthony Jacob Dollens	Duluth Public Schools	6/8/2017
Lanesha LaShuan Guthrie	Duluth Public Schools	6/8/2017
Madison Samantha Hoyt	Duluth Public Schools	6/8/2017
Aaron Matthew Johnson	Duluth Public Schools	6/8/2017
Jaydee Marie Johnson	Duluth Public Schools	6/8/2017
James Brodin Scitzs	Duluth Public Schools	6/8/2017
Hope Marie Sherwood	Duluth Public Schools	6/8/2017
Brad Michael Svercl	Duluth Public Schools	6/8/2017
James Joseph Warmington	Duluth Public Schools	6/8/2017
Stacie Lynn Zukowski	Duluth Public Schools	6/8/2017

Please send diploma to Kim LeDoux at the Area Learning Center, Room 126

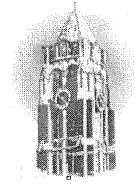
Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center



DENFELD SENIOR HIGH SCHOOL

401 N. 44th Ave. W.
Duluth, Minnesota 55807
(218) 336-8830 Main Office



98

June 6, 2017

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

Dear Ms. Starzecki,

I was just informed of a student that is graduating. I will need a diploma for him.
Date is June 8, 2017. Name is Jack Welch.

Thank you.

Sincerely,

Tonya M. Sconiers
Principal

TMS:cra

**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, 2017 ("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 2017-2018 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.

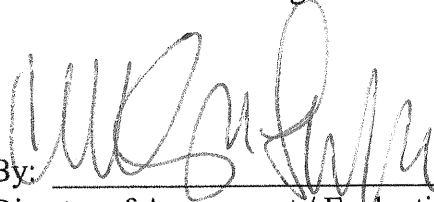
- e. The individuals providing services as STUDENT TEACHERS shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to 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, 2018. On July 1, 2018, 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: 5-26-17

By: 
Director of Assessment / Evaluation / Performance

DATE: 5/23/2017

By: Sean Bedard-Parker
Title: Accreditation Director
Phone: 218-726-6703

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, 2017 (“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 2017-2018 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

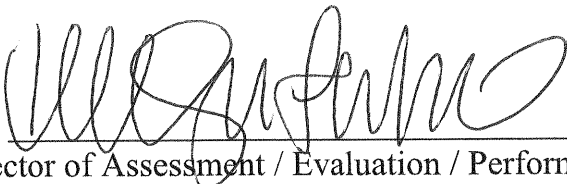
individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as STUDENT TEACHERS 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, 2018. On July 1, 2018, 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: 5-23-17 By: 
 Director of Assessment / Evaluation / Performance

DATE: 5-16-17 By: 
 Title: Dean, School of Education
St. Scholastica
 Phone: 218-723-7040

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 LUTHERAN SOCIAL SERVICES, is entered into as of July 1, 2017 ("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 2017-2018 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. §

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/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

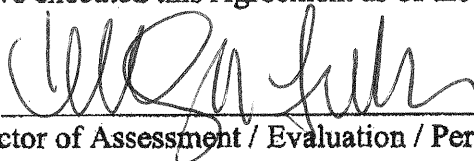
provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as Student/Family Advocates access Protected Student Data. No individual will be granted access to Protected Student Data unless 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.

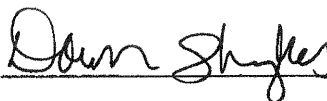
7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2018. On July 1, 2018, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and 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: 5-16-17

By: 
Director of Assessment / Evaluation / Performance

DATE: 5-16-17

By: 
Title: LSS Director

Phone: 218-626-1901 ext 2

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, 2017 ("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 2017-2018 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 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

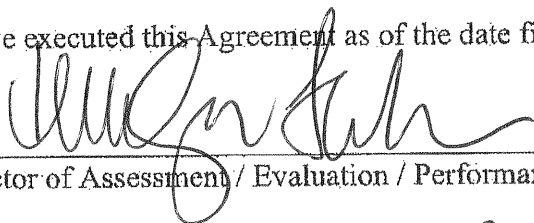
providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- 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.

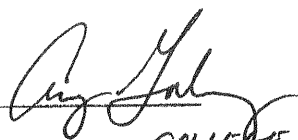
- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2018. On July 1, 2018, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors 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: 5-17-17

By: 
Director of Assessment / Evaluation / Performance

DATE: 5-17-17

By: AMY GALAROWICZ 
Title: DIRECTOR - UB & UBMS COLLEGE OF ST. SCHOLASTICA
Phone: 218-723-6760

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 UWS, is entered into as of July 1, 2017 ("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 2017-2018 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 MGDEA, 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 MGDEA.
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.

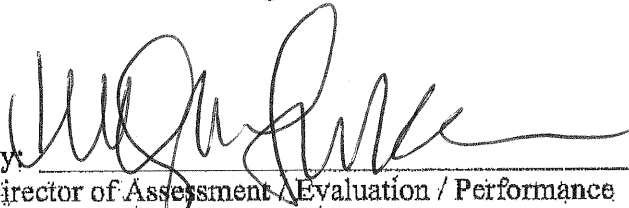
- 5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within 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, 2018. On July 1, 2018, 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: 5.16.17

By: 
Director of Assessment/Evaluation / Performance

DATE: 5/15/17

By: Georgette Koenig - UW Superior
Title: Vice Chancellor - Administration
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 THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2017 ("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 2017-2018 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

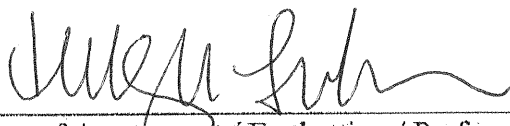
to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual 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, 2018. On July 1, 2018, 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: 5-17-17 By: 
 Director of Assessment / Evaluation / Performance

DATE: 5-16-17 By: Susan Kurth
 Title: Director, TR10 Talent Search
 Phone: 218-723-5955

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