

Education Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 20, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

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

A. Assistant Superintendent's Report

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

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

B. Informational Presentations

1) Hound Pack and Link Crew Student Groups

Student representatives from Duluth East High School and Denfeld High School presented information regarding their respective student groups' role in assisting incoming students to acclimate to the high school environment and schedule.

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

2) 2016-17 High School Course/Program Offerings Presentation

Tonya Sconiers, Denfeld High School Principal, and Danette Seboe, Duluth East High School Principal, presented the Course/Program Offerings for the 2016-17 school year at their respective high schools.

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

3) 2016 ACT Assessment Results

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Dr. Tawnyea Lake, Director of Assessment and Evaluation, shared the results of the ACT for the graduating class of 2016, which were released August 24, 2016 by the Minnesota Department of Education.

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

4) 2016 Multiple Measurements Ratings and Focus Ratings 10

Dr. Tawnyea Lake, Director of Assessment, Evaluation and Performance, shared the 2016 Multiple Measurements Ratings and Focus Ratings, which were released September 1, 2016 by the Minnesota Department of Education.

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

C. Grant Applications

1) Northland Foundation - MDE PreK-3 Leadership Series Grant Application

Assistant Superintendent Amy Starzecki has submitted a grant application to the Northland Foundation in the amount of \$1000. If awarded, funds will be used to support sub and travel costs for early childhood and elementary principals and teachers to participate in the MDE PreK-3 Building Principals Leadership Series; the Coherence Sessions; and/or the MDE Webinar Series.

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

2) Northland Foundation - True North AmeriCorps Grant Application

Duluth Public Schools has submitted a grant request to the Northland Foundation totaling \$15,000 which will go towards operating costs for True North AmeriCorps programs. True North AmeriCorps is a program of the YMCA that receives financial support from both the City of Duluth and Duluth Public Schools in order to place volunteer members serving year-long full time and half time commitments into all nine elementary schools within ISD 709. Members conduct reading interventions with students in grades 4 and 5, and math interventions with grades K-3. Money from the Northland Foundation has been received every year of the True North AmeriCorps program in order to defray the cost of providing stipends to site supervisors at each school and cash match costs for members.

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

2. Action Items

A. 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:

Diondrea Shantel Etheridge - June 7, 2016

Rory Edward Freeman-July 27, 2016

Quiendez Noel - July 28, 2016
 Shane Michael Yagoda - July 28, 2016
 Parker J. Swor - August 9, 2016
 River Deval Petermeier - August 16, 2016
 Jack Bridger Munger - August 22, 2016
 Aurora Fae Wallace - August 22, 2016

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

B. 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, 2016 to June 30, 2017:

- The Regents of the University of Minnesota through its Duluth Campus Upward Bound
- MN State University Mankato
- Minnesota Alliance with Youth

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

3. Future Items

- **Early Childhood Programming - October**
- **Review of Teacher Development and Evaluation Process - October**
- **Full Service Community Schools Presentation - November**

September 2016

Continuous Improvement Teams

I have been working with district leadership to plan our first of four trainings for CITs this year. The first training is scheduled for September 23. We are scheduled to meet again in January, March and May. We are partnering with MDE this year to provide support to CITs regarding best practices for implementation of school improvement systems.

Professional Learning Communities

During the month of August, we provided multiple training opportunities to deepen knowledge and understanding of effective PLC implementation. Principals attended a session on August 17 regarding how to lead PLC work in schools. CITs attended a two day session on 8/23 and 8/24. The feedback from staff was very positive. The training was formatted where teams learned about PLC best practices. Throughout both days, CIT members from each school were able to work as a team to address the current reality of PLCs in their school and develop plans to support teams back in the building to ensure implementation of PLCs with fidelity. Here is a sample of the feedback I received following the training:

“Today's PLC and CIT presentation was completely and totally amazing!! I am SO excited to start the school year and bring what I have learned to my team!!”

We also provided a keynote session to all staff on August 30. The speaker was a retired superintendent from California who shared the impact PLC had on student achievement in his previous district as well as information all teachers can use to improve the effectiveness of PLCs.

Staff Development Day

We had our district-wide staff development day on August 30. After a brief welcome back from the school board chair and superintendent, staff attended breakout sessions on the following topics: PLCs, MTSS, Positive School Climate. I conducted a breakout session regarding how MTSS and PLC support learning for ALL students and specifically how to meet the needs of special education students. We are collecting feedback from staff about the day; however, feedback I have received so far has been very positive.



Duluth Public Schools

ACT Summary Report

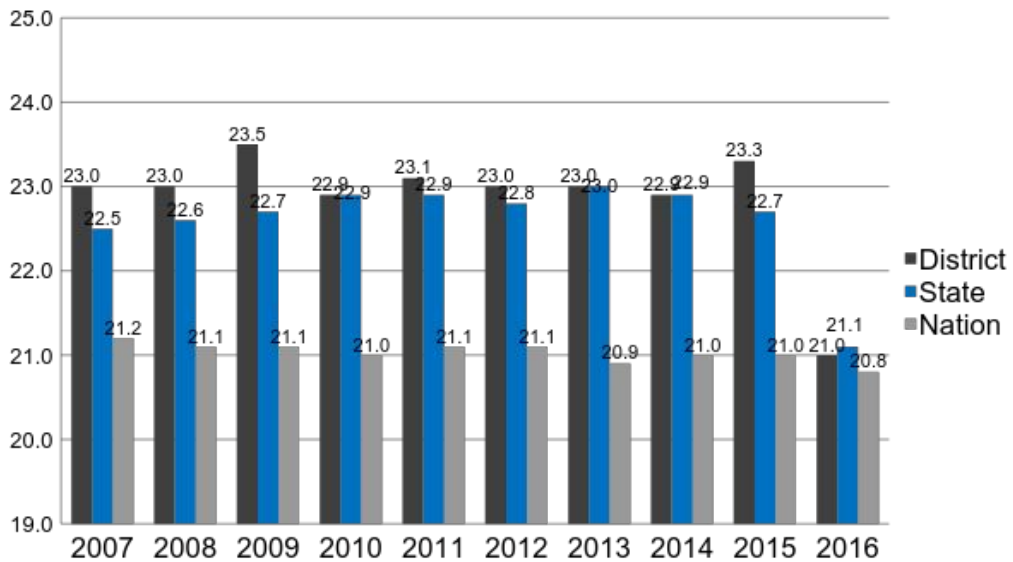
Graduating Class of 2016

Tawnyea L. Lake, PhD
Director of Assessment and Evaluation

ACT Overview

- Curriculum-based measure that provides a readiness indicator for college-level work
- Tests achievement in 4 primary areas:
 - English (College English)
 - Math (College Algebra)
 - Reading (College Social Science)
 - Science (College Biology)
- First year to report results of all students - 658 students included in this cohort (vs 377 in 2015)

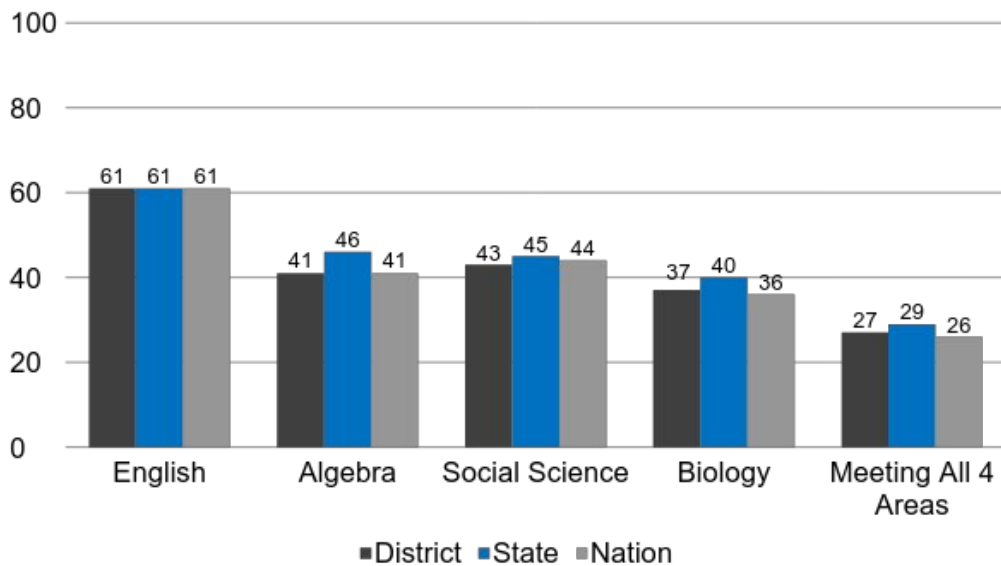
District Composite Scores Over Time



Composite Scores By Ethnicity

Students	Composite Score	Number of Students Tested
All Students	21.0	658
Black/African American	15.5	26
American Indian	*	9
White	21.8	512
Hispanic/Latino	19.5	15
Asian	*	7
Two or more races	18.7	45
Prefer not to respond	18.3	44

Percent of Students Ready for College-Level Coursework



School Composite Scores

School	Composite Score	Number of Students Tested
Area Learning Center	15.9	33
Denfeld	19.0	224
East	22.9	377
Merritt Creek Academy	*	5
Woodland Hills Academy	14.9	19

ACT Themes

- Students who take more advanced courses “Core or More” earn substantially higher ACT composite scores
 - Core or More = 4 or more years of English and 3 or more years each of math, social studies, natural science
 - 73% of our 2016 graduating class took “Core or More” (previous year was 93%)
 - Of the Duluth students who reported taking fewer than 3 math courses, 3% were considered college ready

Recommendations

- To increase college readiness, ACT recommends the following:
 - Increase access for students to take the ACT
 - Make “core or more” a curriculum focus
 - Make sure the students are taking the right kind of courses early in their schooling
 - Evaluate/increase the rigor of courses offered
 - Plan guidance activities based on students’ career and college aspirations

Questions?

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Tawnyea L. Lake, PhD
Director of Assessment, Evaluation,
and Performance
tawnyea.bolme-lake@isd709.org
(218) 336-8700 ext. 1027

Duluth Public Schools Accountability Results

Multiple Measurement Ratings
Released September 1, 2016

Tawnyea Lake, PhD
Director of Assessment
and Evaluation



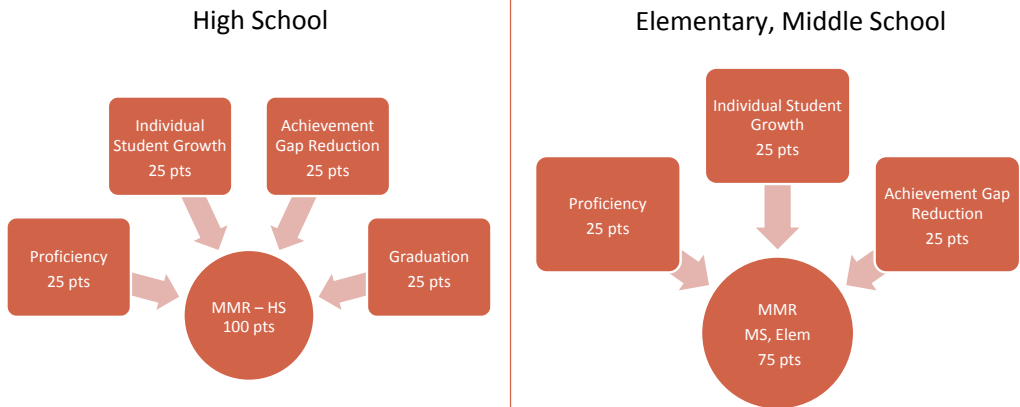
Overview

Multiple Measurement Ratings

- Replaced AYP
 - Previous goal was to have every student achieve proficiency by 2014 - NCLB
 - “New” (and soon to be adjusted) goal is/was to reduce the achievement gap by 50 percent by 2016-2017
 - Upcoming changes due to ESSA – stakeholders to provide recommendations to MDE

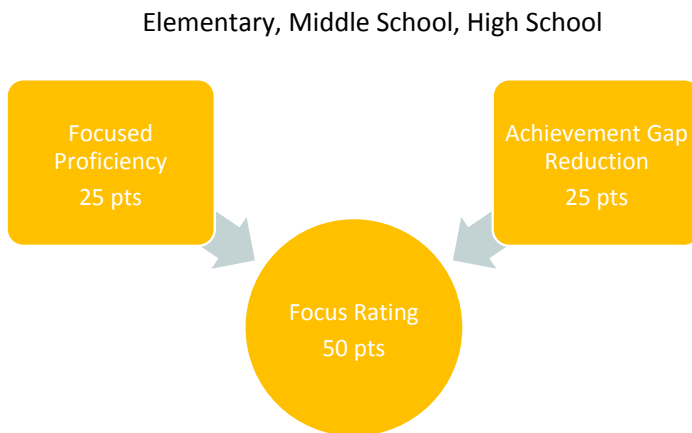
- Uses same data set that was reported last month

Review: Components of MMR



--MMR was used to identify Priority, Continuous Improvement, and Reward Schools
--See appendix for more information on definitions of each component

Review: Components of FR



--FR was used to identify Focus Schools
--See appendix for more information on definitions of each component

MMR Results by School

School	2015 MMR	2016 MMR	Difference
*Piedmont	6.94	33.14	26.2
*Lester Park	67.82	90.89	23.07
Lincoln Park	24.48	31.73	7.25
Ordean East	52.92	59.61	6.69
*Lowell	68.55	72.28	3.73
ALC	49.07	47.84	-1.23
Denfeld	49.77	47.27	-2.5
Stowe	32.41	23.12	-9.29
Merritt Creek	48.88	37.76	-11.12
Congdon	75.22	62.35	-12.87
Myers-Wilkins	48.47	34.18	-14.29
Laura MacArthur	54.54	36.5	-18.04
Lakewood	69.15	49.61	-19.54
East	71.26	48.36	-22.9
Homecroft	73.95	56.51	-25.59

* Denotes MTSS Pilot School

FR Results by School

School	2015 FR	2016 FR	Difference
*Lowell	61.93	86.23	24.3
*Lester Park	74.97	92.16	17.19
*Piedmont	8.97	23.8	14.83
Homecroft	71.94	83.53	11.59
Denfeld	22.75	31.44	8.69
Ordean East	52.14	59.81	7.67
Lincoln Park	19.24	23.66	4.42
Merritt Creek	36.98	29.03	-7.95
Myers-Wilkins	41.53	31.54	-9.99
Stowe	53.29	26.33	-26.96
Congdon	77.82	47.08	-30.74
East	56.27	25.08	-31.19
Laura MacArthur	67.91	33.01	-34.9
Lakewood	83.38	47.29	-36.09
ALC	29.04		

* Denotes MTSS Pilot School

Next Steps

- Provide feedback to MDE regarding implementation of ESSA
- Use the data to guide continuous improvement efforts (in conjunction with other data sources – results are consistent)

Questions?

Tawnyea Lake, PhD
Duluth Public Schools
Director of Assessment and Evaluation
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tawnyea.bolme-lake@isd709.org

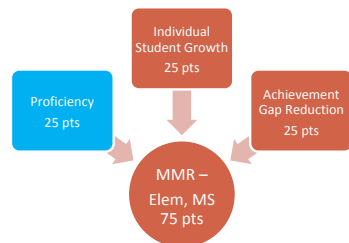
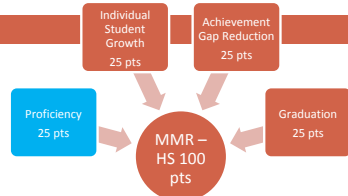
Appendix A: School Designations

- **Reward Schools:** Highest 15% of Title I Schools in the state based on MMR. Identified every 3 years.
- **Celebration Eligible Schools:** Highest 25% of Title I schools based on MMR. Identified annually.
- **Continuous Improvement Schools:** Lowest 25% of Title I schools based on MMR. Identified annually.
- **Focus Schools** – The lowest 10% of Title I schools based on FR and/or graduation rate under 60%. Identified every 3 years.
- **Priority Schools** – Lowest 5% of Title I schools in the state based on MMR. Identified every 3 years.

Appendix B: Components Defined

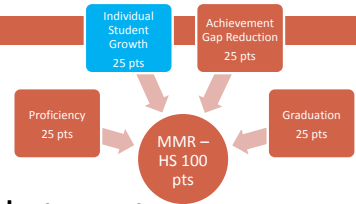
□ Proficiency

- Proficiency domain uses the AYP index model
- Schools earn points based on weighted percentage of subgroups making AYP
- Weighting is based on the size of subgroups
- Component of MMR



Components Defined (Cont.)

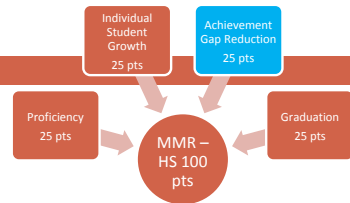
Growth



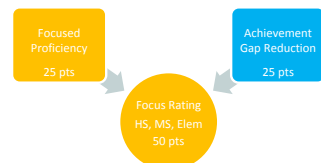
- Growth measures ability of schools to get individual students to exceed predicted growth
- Student growth score based on being above or below prediction
- School growth score is average of student growth scores
- Component of MMR

Components Defined

Achievement Gap Reduction

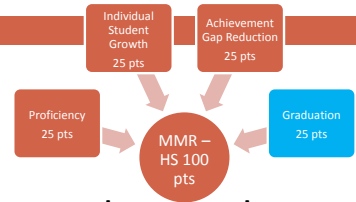


- Measures the ability of schools to get higher levels of growth from lower-performing subgroups than statewide average growth for higher performing subgroups
- Negative score indicates success
- Component of both MMR and FR



Components Defined (Cont.)

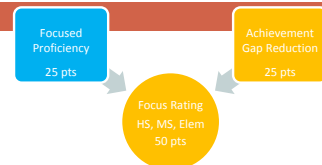
□ Graduation



- Looks at the percentage of subgroups that made AYP in graduation rate
- Graduation rate targets have increased to 90% for all subgroups
- Component of MMR for High School only

Components Defined (Cont.)

□ Focused Proficiency



- Proficiency Rating minus the "All" and "White" groups
Looks at the percentage of subgroups that made AYP targets in reading and math
- Component of FR

Appendix C: MMR and FR Over Time

School	2013 MMR	2014 MMR	2015 MMR	2016 MMR	2013 FR	2014 FR	2015 FR	2016 FR
ALC	46.73	55.94	49.07	47.84	22.89	31.1	29.04	
Congdon	88.75	73.91	75.22	62.35	93.02	79.67	77.82	47.08
Denfeld	37.62	45.65	49.77	47.27	43.8	24.76	22.75	31.44
East	68.44	76.25	71.26	48.36	50.93	74.08	56.27	25.08
Homecroft	82.76	65.8	73.95	56.51	83.59	63.59	71.94	83.53
Lakewood	81.37	79.88	69.15	49.61	87.61	83.06	83.38	47.29
Laura MacArthur	70.36	84.8	54.54	36.50	88.87	93.46	67.91	33.01
Lester Park	80.37	72.99	67.82	90.89	80.5	71.79	74.97	92.16
Lincoln Park	26.78	33.9	24.48	31.73	37.94	26.7	19.24	23.66
Lowell	44.86	48.01	68.55	72.28	51.09	39	61.93	86.23
Merritt Creek	15.38	32.74	48.88	37.76	10.11	26.19	36.98	29.03
Myers-Wilkins	53.67	58.92	48.47	34.18	63.84	76.22	41.53	31.54
Ordean East	57.7	50.1	52.92	59.61	58.75	53.59	52.14	59.81
Piedmont	38.24	44.83	6.94	33.14	50.7	52.49	8.97	23.80
Stowe	17.25	43.81	32.41	23.12	25.88	71.98	53.29	26.33

8/4/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Diondrea Shanel Etheridge

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

6/7/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

8/4/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Rory Edward Freeman

SCHOOL ON DIPLOMA

Denfeld High School

GRADUATION DATE

7/27/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

8/4/2016

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

Dear Ms. Starzecki,

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NAME OF GRADUATE

Quiendez Noel

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

7/28/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

8/4/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Shane Michael Yagoda

SCHOOL ON DIPLOMA

Denfeld High School

GRADUATION DATE

7/28/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

8/22/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Parker J. Swor

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/9/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

8/22/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

River Duval Petermeier

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/16/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

8/25/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Jack Bridger Munger

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/22/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

8/25/2016

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

Dear Ms. Starzecki,

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

NAME OF GRADUATE

Aurora Fae Wallace

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/22/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

**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 REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2016 ("Effective Date"). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2016-2017 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION 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.

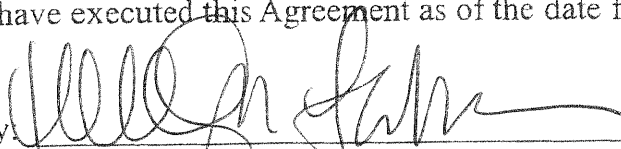
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class 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.

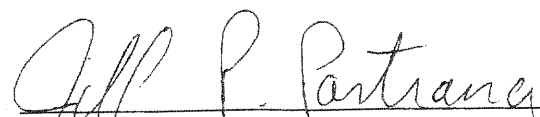
- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2017. On July 1, 2017, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
- 9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 8.18.14

By: 
Director of Assessment / Evaluation / Performance

DATE: 6/27/16
8/17/16

By: 
Title: Dean, UMD CEHSP
Phone: 218 / 726-6537

DATE: _____

By: _____
School Board Chair, Duluth School District 709

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

30

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

WHEREAS, certain individuals affiliated with the MN STATE UNIVERSITY, MANKATO (hereinafter "Requesting Entity") will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* to the District for the 2016-2017 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a *UNIVERSITY* whose *STUDENT TEACHERS* will provide *ASSISTANCE TO THE TEACHER IN THE CLASSROOM* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records

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

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

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

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

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

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

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

- e. The individuals providing services as STUDENT TEACHERS shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
- f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

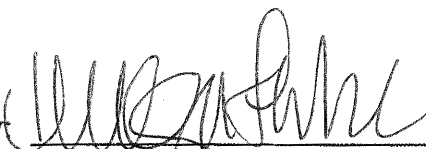
5. **Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

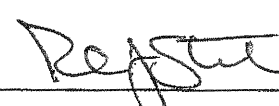
6. **Data Related to STUDENT TEACHERS Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd.

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

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2017. On July 1, 2017, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
- 9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 8/25/16 By: 
 Director of Assessment / Evaluation / Performance

DATE: 8/22/16 By: 
 Title: V.P. of Finance: Administration
 Phone: 507-389-6621

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

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**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 MINNESOTA ALLIANCE WITH YOUTH, is entered into as of [SEPTEMBER 1, 2016] ("Effective Date"). The District and MINNESOTA ALLIANCE WITH YOUTH are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with MINNESOTA ALLIANCE WITH YOUTH (hereinafter "Requesting Entity") will provide [TUTORING SERVICES] to the District for the 2016-2017 school year; and

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

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

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

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

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

WHEREAS, Requesting Entity receives funding from [CNCS GRANT #11ESHMN0010004-15], which is funded by the [CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS)]; and

WHEREAS, as a condition of receiving grant funding, Requesting Entity must complete certain reports related to the effectiveness of educational programs funded with grant money; and

WHEREAS, the District desires to designate Requesting Entity as its authorized representative for evaluating and reviewing data for the purpose of measuring the effectiveness of educational programs funded through the [CNCS GRANT]; and

WHEREAS, in order to share personally identifiable information related to students and educational records, for the purpose of evaluating the effectiveness of educational programs funded with [CNCS GRANT], the District and Requesting Entity must enter into a written agreement that meets the requirements outlined in 34 C.F.R. § 99.35.

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 [GRANT FUNDED ENTITY] whose [PROMISE FELLOWS] will provide [TUTORING] 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. [PROMISE FELLOWS] 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 [PROMISE FELLOWS] 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 [PROMISE FELLOWS] to provide the services referenced in Paragraph 1. Requesting Entity shall not 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 [PROMISE FELLOWS] shall be at all times subject to the District's direct control.
- d. Individuals providing services as [PROMISE FELLOWS] 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 [PROMISE FELLOWS] 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 [PROMISE FELLOWS] 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 [PROMISE FELLOWS/TUTORS] 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 after the Protected Student Data is no longer needed for the purposes for which the Protected Student was collected.
- 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. **Evaluation of Educational Programs Funded with [CNCS GRANT] Funds.** The Parties acknowledge that the services identified in Paragraph 1 are funded through the federally-funded [CNCS GRANT]. As a condition of receiving funds through the [CNCS GRANT], Requesting Entity must compile aggregate data related to the effectiveness of services funded by the grant and report the results to

[CNCS]. Notwithstanding Paragraph 4, the following terms and conditions apply to the District's release of Protected Student Data to Requesting Entity for the purpose of evaluating the effectiveness of grant-funded services:

- a. **Authorized Representative.** The District designates Requesting Entity as its authorized representative for evaluating the effectiveness of services provided by Americorps Promise Fellows.
- b. **Records to be Disclosed.** The District shall disclose [ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES] to Requesting Entity for the purpose of evaluating federally-funded educational programs funded through the [CNCS GRANT]. Requesting Entity has designated [PROMISE FELLOWS] as the individuals who will conduct the evaluation and review the Protected Student Data disclosed pursuant to this Paragraph. Prior to being granted access to Protected Student Data, the individuals who will conduct the evaluation must review and sign the acknowledgement form attached to this Agreement in Exhibit B.
- c. **Scope of Access to Data for Evaluation.** Upon Requesting Entity's request, the District shall provide access to [ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES] to the individuals designated by Requesting Entity to evaluate the effectiveness of educational programs funded through the [CNCS GRANT]. Following Requesting Entity's request for access to the records and information described in this Paragraph, the District will determine using its sole discretion the most appropriate manner in which to grant access to the individuals who will conduct the evaluation. The records and information described in this Paragraph have been determined by the Parties to be necessary to properly conduct an evaluation of the effectiveness of educational programs provided to students attending schools in the District and funded through the [CNCS GRANT]. In the course of evaluating the effectiveness of educational programs funded through the [CNCS GRANT] the District shall not provide any records or information other than those specified in this Paragraph.
- d. **Destruction of Data.** Requesting Entity must destroy any Protected Student Data provided by the District pursuant to Paragraphs 5(b) and 5(c) within 30 days of when such records and information are no longer needed for the purpose of conducting an evaluation of educational programs funded through the [CNCS GRANT]. Within 10 days of the destruction of Protected Student Data pursuant to this Paragraph, Requesting Entity must provide [SUPERINTENDENT] with a sworn statement attesting to the fact that all Protected Student Data maintained by Requesting Entity and its representatives have been destroyed.

- c. **Results of Evaluation.** Requesting Entity shall not disclose any Protected Student Data when reporting the aggregate results of its evaluation to any third-party. Protected Student Data must be removed from all reports.
6. **Policies and Procedures to Protect Data.** In the event the District discloses Protected Student Data to Requesting Entity pursuant to Paragraph 5, the Parties agree to comply with the following policies and procedures to protect the privacy of Protected Student Data:
- a. Requesting Entity shall only use Protected Student Data to the extent reasonably necessary to carry out an evaluation of educational programs funded through [CNCS Grant]. Requesting Entity is expressly prohibited from using Protected Student Data for any other purpose.
 - b. Requesting Entity shall not disclose Protected Student Data except as specifically authorized by this Agreement. Prior to disclosing the aggregate results of its evaluation to any third party, Requesting Entity must submit the results to the District for its review and approval in order to ensure Requesting Entity will not disclose Protected Student Data to a third party.
 - c. Requesting Entity shall develop its own policies, procedures, and systems to implement appropriate safeguards to protect the privacy of Protected Student Data. The District maintains the right to audit and monitor policies, procedures, and systems implemented by Requesting Entity.
 - d. Prior to requesting data pursuant to this Agreement, Requesting Entity shall provide appropriate training to its employees, volunteers, and other representatives with respect to FERPA, the MGDPA, and how to protect personally identifiable information contained in education records.
 - e. Prior to requesting data pursuant to this Agreement, Requesting Entity shall implement appropriate disciplinary policies for employees, volunteers, and other representatives that violate FERPA and the MGDPA.
 - f. Requesting Entity and its employees, volunteers, and other representatives shall at all times comply with Federal and State laws governing data privacy, including but not limited to FERPA and MGDPA.
7. **Redisclosure of Protected Student Data Prohibited.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as [PROMISE FELLOWS] 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 know the information unless disclosure is

specifically permitted 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. In the event Requesting Entity receives Protected Student Data for the purpose of conducting an evaluation as provided in Paragraph 5, Requesting Entity shall not disclose Protected Student Data to any third party, including employees or other individuals affiliated with Requesting Entity who are not involved in the evaluation, for any reason, including when reporting the aggregate results of the evaluation to [CNCS].

8. **Data Related to 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.

9. **Term.** This agreement shall be valid from the date duly approved by both Parties through ~~June 30, 2017~~. On ~~July~~ ^{July} 1, 2017, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.

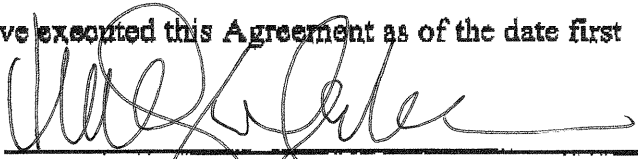
10. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent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

11. **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.

12. **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: 9-7-16

By: 
Director of Assessment / Evaluation / Performance

DATE: 9-7-16

By: 

Title: President / CEO

Phone: 651-528-8589

DATE: _____

By: _____
School Board Chair, Duluth School District 709