

Education Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 18, 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) Cultural Relevant Resources in Curriculum

Susan Schmidt, Social Studies Curriculum Specialist, William Howes, Office of Education Equity Coordinator, and Dr. Michael Cary, Director of Curriculum and Instruction, presented information regarding the work that has been done in curriculum around improving culturally relevant resources.

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

2) Early Childhood Programming

On behalf of Pam Rees, Head Start Director, and Jay Roesler, Director of Community Education and Early Childhood Programs, Assistant Superintendent Amy Starzecki presented information regarding updates to expansion and enhancement of ISD 709 Early Childhood programs. Specifically, information was shared as to how new revenue for voluntary Pre-K (VPK) from the State of Minnesota is being used to provide more opportunity for free early childhood access to families in our community.

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

3) Review of Teacher Development and Evaluation Process

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Bernie Burnham, DFT President, and Assistant Superintendent Amy Starzecki presented information regarding the work that has been done in recent years in the area of teacher development and evaluation. Information was shared about how the Duluth Public Schools' teacher evaluation process aligns to Minnesota statute.

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

C. Grant Partnerships with Duluth Public Schools

1) MN DEED and Duluth Workforce Development Board

Bradley Vieths, Vocational Program Coordinator, has collaborated on a grant proposal through MN DEED and the Duluth Workforce Development Board in the amount of \$118,000. The proposal is based on work done in collaboration with the Duluth Public Schools' Vocational Programs Coordinator, District Integration Specialist and the Duluth Workforce Center (WFC). If awarded, Duluth Public Schools will not serve as fiscal host, or recipient of the actual grant and/or funds but will work collaboratively with the board to execute the plan. The grant will be fiscally managed by the WFC but carried out by Denfeld and East High School Career and Achievement Centers. Funds will be spent on providing additional support and exposure to high school juniors who identify as "unsure" or "somewhat" sure on post-secondary career plans. Students receiving the most support will be Protected Populations defined as students of color and/or free and reduced. Funding will provide job shadows, exploration, paid work experience, and/or additional training for staff and/or students.

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

D. Grant Applications

1) Lloyd K. Johnson Foundation Grant Application - Kids Voting Duluth

Tom Albright, Civic Engagement Coordinator, has submitted a grant application to the Lloyd K. Johnson Foundation in the amount of \$1500. If awarded, funds will be used to support Kids Voting Duluth, a non-partisan effort to facilitate education about government and civic engagement through mock elections. Specifically, funds will be used to cover costs of ballot printing, informational flyers for parents, and promotional materials for schools and community centers. Kids Voting Duluth is being facilitated through a coalition including the City of Duluth, The Duluth Public Schools, Marshall School, Edison Schools, The YMCA, Youth In Government, and the League of Women Voters.

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

2) Minnesota Department of Education Grant Application - CTE Work Experience

Bradley Vieths, Vocational Program Coordinator, has submitted a grant application

to the Minnesota Department of Education in the amount of \$3000. If awarded, funds will serve as seed money for Duluth Public Schools to visit and explore other districts/entities carrying out work experience programs around the state. The objective is to create a working improvement plan for work experience programs in the district with regards to Special Education, disadvantaged, and diversified occupations programs. Funds will almost entirely cover costs of travel, subs, and planning between all invested collaborators.

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

3) Northland Foundation Grant Application - Animal Allies Service learning Project

Annette Petersmeyer, Woodland Hills Academy Intensive Day Treatment Program, has submitted a grant application to the Northland Foundation in the amount of \$4500. If awarded, funds will be used to support Animal Allies Humane Educator visits to the classroom twice each month to teach students about care, kindness and empathy; responsibility; compassion and empathy for differences in others; citizenship, fairness and justice; exploring how respect, trustworthiness, honesty and integrity are important in our relationships with people and animals. The goal of the funding from this grant will be to expand on these topics in order for students to more fully understand responsibilities, values, teamwork, cooperation, and communication within their school, at home, and within the community.

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

4) Schuler Shoes and Rockport Grant Application

Ann Ek, Woodland Hills Academy, has submitted a grant application to Schuler Shoes and Rockport in the amount of \$500. If awarded, funds will be used to purchase healthy foods, to have students try a new food each day during their Nutrition unit. Many students think healthy food tastes terrible ('like cardboard' to quote a few). This would give students an opportunity to try a new healthy food. After they each try each food, there would be 2 quick formative assessments using thumbs up, down or in between for I like it, or not and I would go ahead and buy it to eat it again.

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

2. Action Items

A. Presentation Items Requiring Approval

1) Grantee Quality Improvement Plan for Duluth Public Schools Head Start Program 11

The Duluth Public Schools Head Start program received an Environmental Health and Safety Review on May 10-11, 2016. During that visit, there was a deficiency noted under Part 1304.53 regarding

Facilities, Materials and Equipment. Assistant Superintendent Amy Starzecki presented the Quality Improvement Plan, response to the Health and Safety Review finding, which will address each issue individually and offer a correction to bring full compliance with Head Start Standards.

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

2) ACF Fiscal/ERSEA Review Findings for Duluth Public Schools Head Start 22

From August 22, 2016 to August 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 Schools District #709 Head Start program. 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. Assistant Superintendent Amy Starzecki was available to answer any questions.

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

3) Revision to the Head Start Expansion and Duration Grant 28

Requests for Duration funding from the Administration for Children and Families exceeded the amount available by well over one hundred million dollars. Therefore, ACF has provided guidance to the Duluth Public Schools Head Start program on the requirements for resubmission of the application to increase hours and/or days of operation for Head Start and/or Early Head Start programs. Failure to make corrections may result in DPS Head Start's ineligibility for Duration funding. Assistant Superintendent Amy Starzecki was available for questions.

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

B. Grant Awards

1) Resolution E-10-16-3398 - Acceptance of Grant Awards to Duluth Public Schools 30

Attached is Resolution E-10-16-3398 - Acceptance of Grant Awards to Duluth Public Schools, to accept and approve the grant awards from the following organizations:

Lloyd K. Johnson Foundation
Minnesota Department of Education

Verizon
PLACEHOLDER

Recommendation: It is recommended that the Duluth School Board accept and approve Resolution E-10-16-3398 - Acceptance of Grant Awards to Duluth Public Schools.

C. Data Sharing Agreements 37

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

University of Wisconsin - Stout

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

D. Diploma Requests 41

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

Austin D Hilden - June 9, 2016
 Narquise Dimaz Benton - August 17, 2016
 Holly Renae Miller - August 17, 2016
 Parker John Wilson - September 8, 2016
 Andy Jon Bruckelmyer - September 13, 2016
 Alaynah Kay Mattila - September 13, 2016
 Chase William Ruuska - September 13, 2016
 Karl C. Pleus - September 19, 2016
 Ty Dillon Romans - September 30, 2016

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

3. **Future Items**

Full Service Community Schools Presentation - November
Duluth Public Schools Annual School Improvement Goals - November
Youth in Action Presentation - November
Course Guides and Program Changes for 2017-18 - November
2017-18 Calendar - December
Wellness Policy Updates - TBD

Assistant Superintendent Report to the Board

October 2016

Site Visits

Lester Park, 9/21/16
Denfeld, 10/5/16
Lowell, 10/13/16

Continuous Improvement Teams

This structure continues to be a primary driver for district and school improvement efforts. Team representatives attended a training in September to learn more about effective school leadership teams. Teams reviewed a leadership rubric that outlines best practice for school leadership teams and began action planning next steps for their teams. Additionally, teams were introduced to different ways to review school data as part of a comprehensive needs assessment. We will be supporting CITs in this work this winter to better develop targeted school goals and monitor goal progress.

Principal Development

Much of my time this fall has been working with individual principals or small groups of principals to address needs across all schools. I have been trying to attend CIT meetings at the building level to answer questions and provide support as needed. This has been very valuable time thus far.

Additionally, I have individual meetings scheduled with all principals in upcoming weeks to review their professional goals and student data as part of the ISD 709 Principal Development and Evaluation process.

Multi Tiered Systems of Support (MTSS)

We have a strong ISD 709 MTSS Leadership Team that been working together for the last year. Members of this team along with myself have been meeting with school teams this fall to support their work in developing strong MTSS frameworks across schools. Much effort was put into several schools at the elementary level last year. This year our focus will be to expand that work at the elementary as well as at the secondary sites.

ISD 709 Teacher Development & Evaluation



Background

- The ISD 709 Teacher Development and Evaluation (TDE) plan was developed in 2014 by the ISD 709 Teacher Evaluation PLC Committee and meets the requirements in Minnesota Statute (122A.40).
- Our district adopted the Charlotte Danielson observation tool based on her book, *Framework for Teaching* and Teachscape as the management tool to archive evaluation documents
- Teachscape was purchased by the Frontline company this past spring. Our new management tool is called **My Learning Plan**.



Components to the Teacher Evaluation

Component	Percent of the evaluation
Summative Evaluation by administrator	60%
Student Learning and Achievement (Student Growth Goals)	35% District Goal: 5% School Goal: 15% Class or Targeted Need Goal: 15%
Student Engagement (Measured using Danielson rubric: 3c)	5%



Rubrics

The following rubrics are embedded within My Learning Plan specific to ISD 709:

Rubric Name	Position
Teacher -Non Tenured: Year 1, 2, 3 -Tenured	All K-12 classroom teachers Special Education teachers (includes VI, DAPE, DHOH)
Instructional Specialist -Non Tenured -Tenured	Special Education TOSAs, Child Find Coordinator, Content Coaches
Literary Media Specialist -Non Tenured -Tenured	Media Specialists
Nurse -Non Tenured -Tenured	Licensed School Nurses (LSN)
School Counselor -Non Tenured -Tenured	School Counselors
School Psychologist -Non Tenured -Tenured	School Psychologists
Therapeutic Specialist -Non Tenured -Tenured	OT, PT, Speech/Language Pathologists (SLP), Social Worker, Audiologist
AD/Dean	Activities Directors and Deans of Student
Leadership: Performance Matrix	Principals and Assistant Principals

Process for all certified staff

Staff will complete these steps each year as part of the professional growth process

Fall:

- Staff complete a self-assessment using the Danielson rubric
- Staff develop professional goals and student growth goals and submit those to their principal

Spring:

- Staff reflect on their professional goal and your student growth goal established in the fall and complete end of the year reflection and submit form to principal for approval.

Procedures for Probationary Staff

- Administrator will complete 3 formal observations each year
- The first observation must take place within the first 90 days of teaching service (approx by Nov 30)
- The principal meets with each teacher within 2 weeks of each observation to provide feedback

Procedures for Tenured Staff

- All tenured teachers will take part in a 3-year professional review cycle. Every 3 years teachers will receive feedback through a summative evaluation process that includes a formal observation by their administrator.
- During years that teachers are not formally evaluated they will have opportunity to participate in a peer review process.
- PLCs and peer observations provide time for teachers to grow professionally through teacher collaboration.

Peer Review

- This process was developed as part of the TDE in 2014 and can be located on pages 7-8.
- This process is confidential between the teacher and peer.
- The process includes an observation and a post observation conference between teachers.
- All teachers are encouraged to participate in peer observations; however, it is only required during your non summative year.
- Some teachers in ISD 709 have been participating in peer review in a less formal process.
- Often the peer observing instruction learns as much if not more than the teacher being observed.



ADMINISTRATION FOR
CHILDREN & FAMILIES

RECEIVED
8-31-16

11

Office of Head Start | 4th floor Switzer Memorial Building, 330 C Street SW, Washington DC | eclkc.ohs.acf.hhs.gov

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 8/21/16
Date

Overview of Findings

From 5/10/2016 to 5/11/2016, the Administration for Children and Families (ACF) conducted an Environmental Health and Safety (EnvHS) 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 during this review event, a determination has been made that Duluth Public School District #709 is a grantee with at least one area of deficiency in its Head Start program. Within 30 days of receipt of this report, you must submit a Quality Improvement Plan (QIP) to your ACF Regional Office detailing your plan for corrective action.

If you anticipate that you will not be able to correct all deficiencies within the correction time specified in this report, you must submit a letter to your ACF Regional Office requesting an extension, with an explanation as to why an extension is necessary. The letter requesting an extension must be submitted prior to the expiration of the original corrective action time period.

In order to allow for sufficient time to consider extension requests, we ask that you submit your request no later than 30 days before the end of the corrective action time period. Extension requests shall not be considered approved unless you receive such approval in writing before the deadline for correction.

The report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations, and policy requirements.

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

Overview Information

Review Type: *EnvHS*
Organization: *Duluth Public School District #709*
Program Type: *Head Start*
Field Lead: *Ms. Corliss Starks*
Funded Enrollment HS: *255*
Funded Enrollment EHS: *Not Applicable*

Glossary

A glossary of terms has been included to explain the various terms used throughout this report.

Term	Definition
Compliance Measure (CM)	The specific statements that collectively assess the level of program performance for each Key Indicator, focusing on one or more Federal regulations critical to the delivery of quality services and the development of strong management systems.
Strength	A new and/or unique way of reaching the community.
Compliant	No findings. Meets requirements of Compliance Measure.
Concern	An area or areas of performance which need improvement or technical assistance. These items should be discussed with the Regional Office and do not include a timeframe for correction.
Noncompliance	A finding that indicates the agency is out of compliance with Federal requirements (including, but not limited to, the Head Start Act or one or more of the performance standards) in an area or areas of program performance, but does not constitute a deficiency. Noncompliances require a written timeline of correction and possible technical assistance (TA) or guidance from their program specialist, and if not corrected within the specified timeline, can become a deficiency.
Deficiency	<p>An area or areas of performance in which an Early Head Start or Head Start grantee agency is not in compliance with State or Federal requirements (including but not limited to, the Head Start Act or one or more of the regulations) and which involves:</p> <p>(A) A threat to the health, safety, or civil rights of children or staff;</p> <p>(B) A denial to parents of the exercise of their full roles and responsibilities related to program governance;</p> <p>(C) A failure to perform substantially the requirements related to Early Childhood Development and Health Services, Family and Community Partnerships, or Program Design and Management; or</p> <p>(D) The misuse of Head Start grant funds.</p> <p>(i) The loss of legal status or financial viability, as defined in part 1302 of this title, loss of permits, debarment from receiving Federal grants or contracts or the improper use of Federal funds; or</p> <p>(iii) Any other violation of Federal or State requirements including, but not limited to, the Head Start Act or one or more of the performance standards of this title, and which the grantee has shown an unwillingness or inability to correct within the period specified by the responsible HHS official, of which the responsible HHS official has given the grantee written notice of pursuant to section 1304.61.</p>

Summary of Findings

Finding Type	Applicable Standards	Program Type	Grant	Timeframe	Compliance Level
Safe and Clean Environments	1304.53(a)(10)(x, xvi)	HS	05CH8398	180 days	Deficiency

Environmental Health & Safety

CM#	Compliance Measure	Compliance Level
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EnvHS 1.1	PART 1304 - Program Performance Standards For Operation Of Head Start Programs By Grantees And Delegate Agencies 1304.53 Facilities, Materials, and Equipment. (a) Head Start Physical Environment and Facilities (10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children. At a minimum, agencies must ensure that: (x) The selection, layout, and maintenance of playground equipment and surfaces minimize the possibility of injury to children; (xvi) All sewage and liquid waste is disposed of through a locally approved sewer system, and garbage and trash are stored in a safe and sanitary manner; and	Deficiency 1304.53(a)(10)(x, xvi)
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EnvHS (5/10/2016)

The grantee did not ensure the selection and maintenance of playground equipment and surfaces minimized the possibility of injury to children and did not ensure garbage and trash were stored in a safe and sanitary manner.

It is critical for playgrounds to be designed to meet the developmental needs of the children using them and for all indoor and outdoor areas to be routinely monitored to identify and address any potential safety hazards.

Age-Inappropriate Playground Equipment

Observations on the grantee's five playground settings--at the Barnes Early Childhood, Piedmont, MacArthur, Myers Wilkins, and Stowe Centers--found equipment at all five centers was not suitable for Head Start children. A large climbing structure--flexible climber/spider's web--approximately 15 feet high occupied the middle of each playground. Even though other, more appropriate equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The centers were all located in elementary schools, and the playgrounds were shared with the older, elementary-school children. Center staff stated the Head Start children were not allowed on the structures; however, there were no barriers, signage, or other visible means to prevent the younger children from accessing the structures.

Insufficient Surfacing

An observation on the Piedmont Center playground found a lack of shock-absorbing material in the fall zone directly under the tire swing to protect the children from injury.

Maintenance

An observation on the Stowe Center playground found it was in need of maintenance and repairs. There were laceration hazards on the tube slide and the metal climbing structure, with an area of chipping paint on the climbing structure. In addition, the section before the opening to the tube slide had a crack in the plastic, with serrated edges measuring approximately 12 inches in length.

Unsanitary Trash Storage

Observations in the Stowe Center found an uncovered trashcan in the classroom next

to the housekeeping area, exposing the children to contaminated tissues and materials. An observation in Barnes Early Childhood Center found an uncovered trashcan in the classroom next to the refrigerator area, exposing the children to contaminated paper towels, presenting unsanitary conditions for the children.

The grantee did not ensure the selection and maintenance of playground equipment minimized the possibility of injury to children and did not ensure garbage and trash were stored in a safe and sanitary manner, therefore, it was not in compliance with the regulation.

Timeframe for correction: 180 days

This finding constitutes a deficiency as defined under Sec. 637(2)(A)(i) of the Head Start Act as a systematic or substantial material failure in the area of performance that the Secretary determines involves a threat to the health, safety, or civil rights of children and staff.

EnvHS 1.2	The program ensures facilities are prepared for and equipped to prevent emergencies.	Compliant
		1304.22(a)(1, 3), 1304.53(a)(10)(v-vii), 1306.35(b)(1), 1306.35(b)(2)(ii-iii)
EnvHS 1.3	All facilities comply with State and local licensing requirements including, but not limited to, child care licensing, fire and building inspections, and occupancy permits	Compliant
		1306.30(e), 1306.35(d)
EnvHS 2.1	The program implements sanitation and hygiene practices to ensure the health and safety of all staff, volunteers, and children. This includes: • Handwashing • Cleaning of spilled bodily fluids • Diapering	Compliant
		1304.22(e)(1)(i-iv), 1304.22(e)(3-5)
EnvHS 2.2	The program's Nutrition program is designed and implemented to: • Comply with USDA nutrition requirements • Ensure food safety, including all meals are void of choking hazards • Ensure that breast milk and formula are handled appropriately (when applicable) • Meet the individual nutritional needs and feeding requirements of each child (including children with special dietary, medical, or disability needs)	Compliant
		1304.23(h)(1), 1304.23(h)(1)(vii), 1304.23(e)(2)
EnvHS 2.3	The program ensures the effective management of medication according to physician instructions, including proper labeling, storage, and administration.	Compliant
		1304.22(e)(1-4)
EnvHS 3.1	Prior to employing an individual, the program obtains a: • Federal, State, or Tribal criminal record check (CRC) covering all jurisdictions in which it provides Head Start services to children • Federal, State, or Tribal CRC as required by the law of the jurisdiction in which the program provides Head Start services • CRC as otherwise required by Federal law	Compliant
		648A(g)(3)(A-C)
EnvHS 3.2	The program ensures the maintenance of appropriate class and group sizes based on the predominant age of the children.	Compliant
		1304.52(g)(4), 1306.20(g)(1-2), 1306.32(a)(1-6)
EnvHS 3.3	The program arranges all outdoor play areas to prevent children from getting into unsafe and/or unsupervised areas. The program also ensures that children en route to play areas are not exposed to vehicular traffic without supervision.	Compliant
		1304.53(a)(9), 1306.35(b)(2)(vi)

EnvHS 3.4	The program ensures children are released only to a parent, legal guardian, or other individuals as designated in writing by the parent or legal guardian.	Compliant 1310 10(g)
EnvHS 3.5	Staff actively supervise children at all times.	Compliant 1304 52(f)(1)(iii), 1306 35(b)(2)(iv)
EnvHS 3.6	Staff use positive child guidance when responding to undesired behavior.	Compliant 1304 52(f)(1)(iv)
EnvHS 4.1	The program's vehicles are properly equipped.	Compliant 1310 10(d)(1-4), 1310 12(a), 1310 12(b)(2)
EnvHS 4.2	At least one bus monitor is aboard the vehicle at all times.	Compliant 1310 15(c)
EnvHS 4.3	Each bus monitor, before duty, has been trained on: <ul style="list-style-type: none"> • Child boarding-and-exiting procedures • Use of child restraint systems • Required paperwork • Emergency response and evacuation procedures • Use of special equipment • Child pick-up and release procedures • Pre- and post-trip vehicle checks 	Compliant 1310 17(f)(2)
EnvHS 4.4	The program ensures that persons employed to drive vehicles receive the required behind-the-wheel and classroom training before transporting children.	Compliant 1310 17(b)(1-7)

— END OF REPORT —

FY 2016 Environmental Health & Safety Monitoring Report Appendix

This appendix provides details on issues identified during observation of centers and classrooms during the Environmental Health & Safety monitoring event. The information is organized by grantee center and classroom. It includes findings associated with noncompliances and deficiencies identified in the review report as well as issues related to concerns, which do not require corrective action but may warrant attention. The Office of Head Start has provided this resource to assist grantees in continuous program improvement. The review report itself, to which this appendix is attached, remains the official, legal notice communicating findings that require correction. The federal regulations associated with each of the findings are provided in the official report. This appendix is designed to be used in conjunction with the official report.

Center	Classroom	CM	Item Type	Details
Barnes Early Childhood Center	--	EnvHS1.1	180-day correction period	There was an uncovered trashcan in the classroom next to the refrigerator area, exposing the children to contaminated paper towels.
Barnes Early Childhood Center	--	EnvHS1.1	180-day correction period	There was playground equipment that was not age-appropriate for Head Start children. There was a large climbing structure that was approximately 15 feet high, in the middle of the playground. Even though other, more suitable equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The center was located in an elementary school and the playground was shared with the older elementary-school children.
MacArthur	--	EnvHS1.1	180-day correction period	There was playground equipment that was not age-appropriate for Head Start children. There was a large climbing structure that was approximately 15 feet high, in the middle of the playground. Even though other, more suitable equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The center was located in an elementary school and the playground was shared with the older elementary-school children.
Myers Wilkins Head Start	--	EnvHS1.1	180-day correction period	There was playground equipment that was not age-appropriate for Head Start children. There was a large climbing structure that was approximately 15 feet high, in the middle of the playground. Even though other, more suitable equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The center was located in an elementary school and the playground was shared with the older elementary-school children.
Piedmont	--	EnvHS1.1	180-day correction period	There was a lack of shock-absorbing material in the fall zone under the tire swing to protect children from injury.
Piedmont	--	EnvHS1.1	180-day correction period	There was playground equipment that was not age-appropriate for Head Start children. There was a large climbing structure that was approximately 15 feet high, in the middle of the playground. Even though other, more suitable equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The center was located in an elementary school and the playground was shared with the older elementary-school children.

Center	Classroom	CM	Item Type	Details
Stowe	--	EnvHS1.1	180-day correction period	The playground was in need of maintenance and repairs. There were laceration hazards on the tube slide and on the metal climbing structure, with an area of chipping paint on the climbing structure and the section before the opening to the tube slide with a crack in the plastic, with serrated edges measuring approximately 12 inches in length.
Stowe	--	EnvHS1.1	180-day correction period	There was playground equipment that was not age-appropriate for Head Start children. There was a large climbing structure that was approximately 15 feet high, in the middle of the playground. Even though other, more suitable equipment was available for the Head Start children, the corners of the large climber overlapped the areas designated for Head Start. The center was located in an elementary school and the playground was shared with the older elementary-school children.
Stowe	--	EnvHS1.1	180-day correction period	There was an uncovered trashcan in the classroom next to the housekeeping area, exposing the children to contaminated tissues and materials.

Grantee Quality Improvement Plan for Duluth Public Schools Head Start Program

The Duluth Public Schools Head Start program received an Environmental Health and Safety Review on May 10-11, 2016. During that visit, there was a deficiency noted under **Part 1304.53 regarding Facilities, Materials and Equipment**. In this document we will address each issue individually and offer a correction to bring us in full compliance with Head Start Standards.

Age –Inappropriate Playground Equipment

The report we received includes all 5 elementary school playground sites where we serve Head Start children.

Response- Stowe School has a smaller playground that is fenced and suitable for young children. This is the playground we use at Stowe so the tall climber at that site is not where Head Start children play. The other 4 schools have a notice posted inside the classrooms indicating that Head Start children are not allowed to use the tall structures on the playgrounds. This has been reinforced when the group is outdoors through the use of Active Supervision, with staff strategically posted around the playground. Further, we are committed to pursuing funding as it becomes available for separate age appropriate outdoor play space for Head Start children.

Action-At the 4 sites that Head Start children share a larger playground; we will add outdoor signage on the playgrounds to remind adults that children under 5 years of age are not allowed on the tallest equipment. Further, we will continue our Active Supervision protocol while children are using the school playgrounds to ensure children do not use the restricted equipment.

Insufficient Surfacing in a Fall Zone

Response-The school district and grantee has recycled tire chips used as shock absorbing material. This material is constantly shifting and may be why the level of surfacing was low when the reviewer was present.

Action-We have purchased rakes for use by staff to remedy this issue. Rakes are used to even out the surfacing during our daily playground inspections. This is not a perfect solution as other children are on the same playground constantly throughout the day and may kick this surfacing around as a result of their play. Staff will be instructed to bring their rakes with them to the playground and complete another safety check to ensure sufficient surfacing exists in fall zones. Further, we will create a work order to request Facilities Management to provide more surfacing material at and around the tire swing at Piedmont School.

Maintenance

Response-Head Start staff called the issue in question here, repairs and maintenance needed at the Stowe playground, to the Director's attention immediately.

Grantee Quality Improvement Plan for Duluth Public Schools Head Start Program

Action- The attached work order was completed to request the district maintenance staff to repair the structure and if necessary, order parts to complete the work needed. Children were not allowed to use the affected parts of the structure until repairs were completed.

Unsanitary Trash Storage

Response-We have 2 types of trash cans in most classrooms. One is a large, approximately 32 gallon can with a lid that is used for discarding food, contaminated items from for example art activities and items of that nature. The other is a small uncovered can for children to dispose of tissues and paper towels. It appears the report is citing us for using uncovered trash cans for paper towels and tissues. These cans are used for that purpose so that children do not need to touch the lid of the larger covered can when it has been closed following meal service. We understood this practice to be safer and more sanitary for children. We respectfully request clarification as to the best practices around disposing of paper towels and tissues.

Action-We will remove all uncovered trash cans and replace them with trash cans that can be opened by depressing a foot pedal. That type of can closes automatically. We believe this will meet the performance standards for safe and sanitary disposal of the paper waste in classrooms.

In closing, we anticipate these Health and Safety Violations can be addressed with the plan detailed above. Again, we respectfully request further clarification of the best practices for use of trash cans in classrooms.



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

Overview Information

Review Type: *Fiscal/ERSEA*
Organization: *Duluth Public School District #709*
Program Type: *Head Start*
Field Lead: *Ms. Kimberly Spriggs*
Funded Enrollment HS: *239*
Funded Enrollment EHS: *Not Applicable*

Glossary

A glossary of terms has been included to explain the various terms used throughout this report.

Term	Definition
Compliance Measure (CM)	The specific statements that collectively assess the level of program performance for each Key Indicator, focusing on one or more Federal regulations critical to the delivery of quality services and the development of strong management systems.
Strength	A new and/or unique way of reaching the community.
Compliant	No findings. Meets requirements of Compliance Measure.
Concern	An area or areas of performance which need improvement or technical assistance. These items should be discussed with the Regional Office and do not include a timeframe for correction.
Noncompliance	A finding that indicates the agency is out of compliance with Federal requirements (including, but not limited to, the Head Start Act or one or more of the performance standards) in an area or areas of program performance, but does not constitute a deficiency. Noncompliances require a written timeline of correction and possible technical assistance (TA) or guidance from their program specialist, and if not corrected within the specified timeline, can become a deficiency.
Deficiency	<p>An area or areas of performance in which an Early Head Start or Head Start grantee agency is not in compliance with State or Federal requirements (including but not limited to, the Head Start Act or one or more of the regulations) and which involves:</p> <p>(A) A threat to the health, safety, or civil rights of children or staff;</p> <p>(B) A denial to parents of the exercise of their full roles and responsibilities related to program governance;</p> <p>(C) A failure to perform substantially the requirements related to Early Childhood Development and Health Services, Family and Community Partnerships, or Program Design and Management; or</p> <p>(D) The misuse of Head Start grant funds.</p> <p>(ii) The loss of legal status or financial viability, as defined in part 1302 of this title, loss of permits, debarment from receiving Federal grants or contracts or the improper use of Federal funds; or</p> <p>(iii) Any other violation of Federal or State requirements including, but not limited to, the Head Start Act or one or more of the performance standards of this title, and which the grantee has shown an unwillingness or inability to correct within the period specified by the responsible HHS official, of which the responsible HHS official has given the grantee written notice of pursuant to section 1304.61.</p>

Fiscal Integrity

CM#	Compliance Measure	Compliance Level
FIS 1.1	The grantee's financial management systems provide for effective control over and accountability for grant and sub-grant funds, property, and other assets and ensure they are used solely for authorized purposes.	Compliant 75.302(b)(4-5), 75.303(a-e), 75.352(d)(1-3), 75.352(f-g), 75.501(b)
FIS 1.2	The grantee sought and received prior approval in writing for budget changes where prior approval is required and obtained approval for hiring designated key personnel. The grantee made no expenditures, no changes to key personnel, and no changes to the scope of the program that required prior approval from the Regional Grants Management Officer (or designee).	N/A 75.308(b), 75.308(c)(1-3)
FIS 1.3	The grantee has obtained and maintained required insurance coverage for risks and liabilities.	Compliant 1301.11(a-b), 75.317
FIS 2.1	Financial reports and accounting records are timely and complete and contain accurate information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays (total expenditures), income, and interest. Reports include: • SF-425 (paper-based Federal Financial Report filed with the Regional Office) • SF-425 (web-based Federal Cash Transactions Report filed with Division of Payment Management) • USDA/Child and Adult Care Food Program (CACFP) reports	Compliant 1304.23(b)(1)(i), 1304.51(h), 75.302(b)(2-3)
FIS 3.1	The grantee implemented procurement procedures that met, at a minimum, all requirements specified in the applicable Federal, State, and local statutes, regulations, and administrative rules for Federal grants, including a written code or standards of conduct governing the performance of its employees engaged in awarding and administering contracts. The grantee can demonstrate that contractual agreements were met.	Compliant 1309.54, 642(c)(1)(E)(iv)(X)(aa), 75, App II (B-D), 75.327(b), 75.327(c)(1-2), 75.327(b-i), 75.328(a)(1-7), 75.328(b), 75.329(a-b), 75.329(f)(1-4), 75.403(a-g), 75.509(a-c)
FIS 4.1	Original time records are prepared and properly signed by the individual employee and approved by a responsible supervisory official, and an appropriate methodology is used to allocate salaries among Head Start and other programs.	Compliant 75.430(h)(1)(i-ii), 75.430(h)(2-3), 75.430(h)(4)(i-v), 75.430(h)(5)(i-ii), 75.430(h)(6), 75.430(h)(7)(i-ii), 75.430(h)(8), 75.430(i)(1)(i-vii), 75.430(i)(1)(viii)(A-C), 75.430(i)(3-4), 75.430(i)(5)(i)(A-C), 75.430(i)(5)(ii-iii), 75.430(i)(6-8)
FIS 4.2	Head Start or Early Head Start grant funds are not used as any part of the monetary compensation (e.g. salary, bonuses, severance) of an individual employed by the grantee who is paid at an annual rate in excess of Executive Level II (\$183,300, effective January 2015).	Compliant 653(b)(1), 653(b)(2)(A-B)
FIS 4.3	Total compensation for personal services, including employee wages and incentive-	Compliant

	compensation payments, charged to the grant are allowable and reasonable.	75.430(a)(1), 75.430(b-f)
FIS 5.1	The grantee has implemented procedures to determine allowability, allocability, and reasonableness of costs charged against its Head Start and Early Head Start (EHS) grant awards as required by the applicable cost principles. If the grantee is required to allocate costs among funding sources (including Head Start and EHS awards), the program utilizes a method for allocating costs that reflects the relative degree of benefit for each program receiving the benefit of the allocated cost.	Compliant 75.309(a), 75.404(a-e), 75.405(a)(1, 3), 75.405(b-c, e)
FIS 5.2	Indirect cost charges are supported by a negotiated Indirect Cost Rate Agreement, are claimed under a valid election to charge a de minimis rate or are included in a written, internally maintained cost allocation plan identifying a reasonable basis for allocating all shared costs of the organization.	Compliant 1301.32(a)(1-2), 1301.32(b)(1-5), 1301.32(f)(1-3), 75.405(a)(2), 75.405(d), 75.414(f)
FIS 5.3	The grantee can demonstrate all contributions of non-Federal share (NFS), including cash and third-party in-kind, are necessary and reasonable for accomplishing program objectives, allowable under applicable cost principles, and allocable if also benefiting another award. Financial records are sufficient and support the verification of adherence to applicable cost principles.	Compliant 75.306(b)(1-5), 75.306(e-g), 75.306(i)(1-3), 75.434(d)
FIS 5.4	During each funding period reviewed, the grantee charged to the award only costs resulting from obligations incurred during the funding period.	Compliant 75.309(a)
FIS 6.1	The grantee has established the allowability of costs for owned or leased facilities and has adequately protected any Federal Interest in facilities through the filing of Notices of Federal Interest, insurance, and maintenance of property records. Compensation for the use of facilities owned by the grantee, a delegate agency, or other related party was through depreciation or use allowance based on the cost of the facility (excluding costs paid by Head Start). The grantee obtained advanced Regional Office permission for any mortgage or loan agreements using collateral property acquired or subject to major renovation using Head Start funds and has ensured that mortgage/loan agreements include the required provisions. There were no occupancy costs charged to the Head Start award in connection with a facility owned by the grantee or a delegate agency (or occupancy costs for these facilities were below the testing threshold).	N/A 1309.10, 1309.20, 1309.21(b), 1309.21(d)(1-2), 1309.21(d)(3)(i-vi), 1309.21(d)(4)(i-iii), 1309.22(a-c), 1309.23(a)(1-2), 1309.23(b), 1309.31(b), 1309.40, 75.436(a-b), 75.436(c)(1-4), 75.436(d)(1-5), 75.436(e), 75.465(a-b), 75.465(c)(1-3), 75.465(c)(4)(i-vii), 75.465(c)(5-6)
FIS 6.2	The grantee has safeguarded equipment purchased using Head Start funds by maintaining complete and accurate equipment records, verifying the accuracy of records by conducting a physical inventory, and following disposition requirements. The grantee obtained advance Regional Office permission for any encumbrance of equipment acquired using Head Start funds. Testing not performed because (a) the total cost of equipment purchased from any Head Start award did not exceed \$50,000 or (b) in the last three years, the grantee did not purchase any piece of equipment with a unit cost of \$25,000 or more.	N/A 75.320(a)(2), 75.320(d)(1-2), 75.320(e)(1-4)

ERSEA

CM#	Compliance Measure	Compliance Level
ERSEA 1.1	When monthly average daily attendance in center-based programs falls below 85 percent (except in the case of illness or well-documented absences), the causes of	Compliant 1305.8(a-b)

absenteeism are analyzed, and the program initiates appropriate family support as needed.

ERSEA 2.1	Program staff verified each child's eligibility and included in each file a statement signed by a program employee identifying the child's eligibility category and the documents examined to determine eligibility.	Compliant 1305.4(c-e)
ERSEA 2.2	The program enrolls children who are categorically eligible (who fall within defined income-eligibility requirements). Defined Eligibility Requirements include: <ul style="list-style-type: none"> • Family income is below the poverty line • Family or child receives public assistance (SSI and TANF) • Family is homeless • Child is a foster child Additional income-eligibility requirements: <ul style="list-style-type: none"> • Ten percent of children enrolled in the program may be over the income threshold • An additional 35 percent of children who are not categorically eligible may be from families whose income is between 100 and 130 percent of poverty 	Compliant 645(a)(1)(B)(iii)(I-II), 645(a)(1)(B)(iii)(II)(aa-bb)
ERSEA 3.1	Actual program enrollment is composed at least 10 percent of children with disabilities.	Compliant 1308.5(c)(1-4), 640(d)(1)
ERSEA 3.2	The program enrolled 100% of its funded enrollment and ensures an active and ranked waiting list is maintained at all times.	Compliant 642(g)

— END OF REPORT —



September 9, 2016

Anne Harala, Chair of School Board ISD# 709
Duluth Public School District #709
2102 N Blackman Avenue
Duluth, MN 55811

Re: Grant No. 05CH8398

Dear Ms. Harala:

This letter provides guidance on the requirements for resubmission of the application to increase hours and/or days of operation for your agency's Head Start and/or Early Head Start programs.

Requests for Duration funding exceeded the amount available by well over one hundred million dollars. Therefore, grant requests for ongoing operations for Head Start that are greater than \$300,000 annually must be reduced by 33%, with commensurate reductions reflected in the Program Schedule tab, and in the start-up budget request.

Requests that are at or below \$300,000 are not subject to the 33% reduction as such reduction may render an agency unable to make the necessary program adjustments to increase services. Additionally, requests for Early Head Start are not subject to the 33% reduction.

Funding is contingent upon the negotiation of necessary, reasonable and allocable costs, and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Where identified through the data, errors in and/or necessary corrections to the Duration Supplement application are listed below. If applicable to your agency, address accordingly and **resubmit**. During the negotiation process, your Program or Fiscal Specialist may advise you of further errors or issues that were identified.

Failure to make corrections may result in your agency's ineligibility for Duration funding.

- Please ensure the number of annual hours within program schedules receiving Duration does not exceed the 1,020 for Head Start and/or 1,380 for Early Head Start. Duration slots cannot be added to existing program schedules that already exceed these hours.

All Duration Supplement applications are now open for edits in HSES. Applications must be amended as necessary.


All applications must be resubmitted as soon as possible. The due date for applications subject to the 33% reduction is October 15, 2016.

For HSES assistance, please contact help@hsesinfo.org or 1-866-771-4737.

If you have any questions or need assistance, please contact Glenda Williams-Jones, Head Start Program Specialist, at (312) 353-5180 or glenda.williamsjones@acf.hhs.gov or John Fallon, Grants Management Specialist, at (312) 980-3405 or john.fallon@acf.hhs.gov.

Thank you for your cooperation and timely submission of the revised Duration Supplemental Amendment request.

Sincerely,

A handwritten signature in blue ink that reads "Blanca E. Enriquez". The signature is written in a cursive style.

Dr. Blanca Enriquez
Director
Office of Head Start

cc: Kay Willmoth
Eric Staples

Mr. Bill Gronseth, Executive Director
Ms. Pamela Rees, Head Start Director

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
Lloyd K. Johnson Foundation	Tom Albright	Kids Voting Duluth	\$1,500	Funds from this grant award will be used to support Kids Voting Duluth, a non-partisan effort to facilitate education about government and civic engagement through mock elections. Specifically, funds will be used to cover costs of ballot printing, informational flyers for parents, and promotional materials for schools and community centers.
Minnesota Department of Education	Bradley Vieths	Career and Technical Education	\$2,500	Funds from this grant award will be used to provide participant planning for program implementation to develop and expand high quality experiential learning and career development programs to Pre-k through Grade 12 students with the local districts via the Carl D Perkins consortium in Minnesota.
Verizon	Jennifer Pederson	Making STEM Accessible to All	\$20,000	Funds from this grant award will be used to raise awareness, improve education and learning experience for students with hands-on activities that will increase interest and enthusiasm, knowledge and skills, in STEM fields.

Lloyd K. Johnson

F O U N D A T I O N

September 13, 2016

Duluth Public Schools ISD 709
William Gronseth, Superintendent
215 North 1st Avenue East
Duluth, MN 55802

Dear William:

The Board of the Lloyd K. Johnson Foundation is pleased to inform you that a grant to Duluth Public Schools ISD 709 in the amount of \$1,500 has been approved to support the Kids Voting Duluth program.

In order to receive the grant funding, please review and sign the attached agreement and return the signed agreement to the: Lloyd K. Johnson Foundation 130 West Superior Street, Suite 710, Duluth, MN 55802. A check will be mailed to your organization shortly after we receive the signed grant agreement.

Please note that these grant funds must be used substantially in accordance with the budget included with your grant application and that no substantial changes in the budget or the grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes stated in the approved grant application or any unspent funds must be returned to the Foundation.

A condition of the grant agreement is that you submit a Final Report to the Foundation which includes a narrative of the progress made towards the goals described in the grant application as well as a final report of expenditures made from grant funds. The Final Report format is enclosed and is also available to download from our website: www.lloydkjohnsonfoundation.org.

We request that in any publicity given this grant, acknowledgement be made that the funds were received from the Lloyd K. Johnson Foundation. Please enclose copies of any publicity with your Final Report.

Congratulations on receiving funding from the Lloyd K. Johnson Foundation! If you have any additional questions, please feel free to contact me at 218.726.9000.

Sincerely,



Joan Gardner-Goodno
Executive Director
Lloyd K. Johnson Foundation
218.726.9000
jgardner@lloydkjohnsonfoundation.org

cc: Tom Albright, Civic Engagement Coordinator

EXECUTIVE DIRECTOR 31
Joan E. Gardner-Goodno

BOARD OF DIRECTORS

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RECEIVED

SEP 15 2016

Office of the Superintendent

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **ISD 709 – Duluth Public Schools** (“Contractor”) whose designated address is 215 North First Avenue East, Duluth, MN 55802, and Minnesota Department of Education (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

1. Provide participant planning for program implementation to develop and expand high quality experiential learning and career development programs to Pre-K through Grade 12 Students with the local districts via the Carl D. Perkins consortium in Minnesota.
2. Key areas of focus will include Career and Technical Education Course Work as follows:
 - A. Form a work-based learning/intern advisory board for the city of Duluth and have the board complete two visits to exemplar state programs in Special Education, Center for Advanced Professional Studies (CAPS) and Step-Up.
 - B. Program activities and locations will be determined and agreed to by both parties in writing between the dates of September 19, 2016, and November 1, 2016.
3. District will submit a final summary of activities that will be due to MDE no later than November 3, 2016, for review and approval. The summary will include activities performed, materials developed and objectives accomplished.

The contractor will be paid a lump sum of **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State’s agency head. The balance due will be paid when the State’s agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days’ written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
- 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.
- The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/accessibility/>
- A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
- A. Use only print-quality department logo. Request a copy from mde.contactus@state.mn.us
 - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - C. Video content must be open or closed captioned.
 - D. Copy must be free of typographical and grammatical errors.

- E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
- 11. Plain Language Contractor must provide all deliverables in "Plain Language".** Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
- 12. Authorized Personnel**
- A. MN Department of Education's Authorized Representative is:
 Michelle Kamenov, Career Development and CTE Supervisor
michelle.kamenov@state.mn.us
 651-582-8434
 - B. Contractor's Authorized Representative is:
 Bradley Vieths
Bradley.vieths@isd709.org
 218-336-8711 ext. 1031
- 13. Term of Agreement and Payment Information**
- A. Agreement Begin Date: **September 22, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
 - B. Agreement End Date: **November 4, 2016**
 - C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
 - D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
 - E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
 - F. Contractor must submit **one invoice** and report detailing effort and outcomes upon completion of the above services, which is due no later than **November 10, 2016**, to Accounts Payable.
 - G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Contract number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.

Submit invoices via email to Accounts Payable:

MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us

vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**

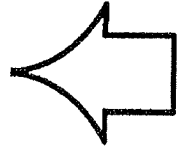
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed:	<i>[Handwritten Signature]</i>
Date:	9-21-16
Annual Plan T-number:	17A37
Purchase Order (PO) number:	3000014018

2. CONTRACTOR: ISD 709 Duluth Public Schools

By:	<i>[Handwritten Signature]</i>
Title:	Supt
Date:	09/22/16



3. STATE AGENCY:

By (authorized signature):	<i>[Handwritten Signature]</i>
Title:	Acctg Operations Mgr.
Date:	9-23-16

Denise Loughlin
Philanthropy & External Affairs
Verizon



3478 Kirkwood Road
Philadelphia, PA 19114

Phone 215-673-2070
Fax: 215-673-7360
denise.g.loughlin@verizon.com

January 20, 2016

Ms. Jennifer Pederson
Nettleton Magnet Elementary School
1027 N 8th Avenue E
Duluth, MN 55805-1739

Dear Jennifer:

On behalf of Verizon, we are pleased to enclose support for the Nettleton Magnet Elementary School in the amount of \$20,000. This represents funding to enhance and expand the outreach of its *Making STEM Accessible to All*.

We recognize the School's leadership to raise awareness, improve education and learning experiences for its students. We are excited that the School offers an atmosphere with hands-on activities for youth that will increase interest and enthusiasm, as well as providing the knowledge and skills, to explore diverse careers in STEM fields. We are happy to play a role in the School's mission to empower students with the skills and resources to confidently strive toward a promising future.

On behalf of Verizon, we wish the Nettleton Magnet Elementary School continued success in all its innovative and educational endeavors.

Sincerely,

A handwritten signature in cursive script that reads "Denise".

Enclosure

**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 University of Wisconsin-Stout, is entered into as of July 1, 2016 (“Effective Date”). The District and the University of Wisconsin-Stout are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with the University of Wisconsin-Stout (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

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 disclose 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.


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

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: 9.20.16 By: 
 Director of Assessment / Evaluation / Performance

DATE: 9/12/2016 By: Janice Theberge Janice Theberge
 Title: University Supervisor/UW-Stout
 Phone: 715-643-5183

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

9/29/2016

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

Austin D. Hilden

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

6/9/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

9/20/2016

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

Narquise Dimaz Benton

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/17/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

9/20/2016

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

Holly Renae Miller

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

8/17/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

9/20/2016

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 John Wilson

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

9/8/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

9/20/2016

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

Andy Jon Bruckelmyer

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

9/13/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

9/20/2016

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

Alaynah Kay Mattila

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

9/13/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

9/20/2016

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

Chase William Ruuska

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

9/13/2016

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

Adrian Norman
 Principal

Kimberly LeDoux
 Administrative Assistant
 Area Learning Center

9/20/2016

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

Karl C. Pleus

SCHOOL ON DIPLOMA

GRADUATION DATE

Duluth Public Schools

9/19/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center

10/5/2016

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

Ty Dillon Romans

SCHOOL ON DIPLOMA

Duluth Public Schools

GRADUATION DATE

9/30/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center