

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

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

A. Assistant Superintendent's Report

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

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

B. Informational Presentations

1) 2016-17 State Test Results

Assistant Superintendent Amy Starzecki, Dr. Tawnyea Lake, Director of Assessment and Evaluation, and Dr. Michael Cary, Director of Curriculum and Instruction, will share details regarding the work that has been done district wide to address student achievement. The Minnesota Department of Education recently released the 2016-17 state test results, which include the results of the accountability tests, MCA and MTAS. A detailed review of these results and achievement strategies for next year will be provided.

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

C. Grant Applications - PLACEHOLDER

D. Regulations - NONE

2. **Action Items**

A. Presentation Items Requiring Approval - NONE

B. Policies

1) 5084 - Bullying Prohibition Policy - DELETION

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In moving to the MSBA Model Policies, administration is recommending the deletion of Policy 5084, which will be replaced with MSBA Policy 514.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 5084 for the second reading.

2) NEW Policy 514 - Bullying Prohibition Policy 11

Attached is revised MSBA Policy 514 for the first reading. This policy would replace Policy 5084.

Recommendation: It is recommended that the Duluth School Board approve Policy 514 for the second reading.

C. Data Sharing Agreements 20

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

MEN AS PEACEMAKERS
DULUTH AREA FAMILY YMCA
YWCA, GIRLPOWER

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

D. Grant Awards - PLACEHOLDER

E. Diploma Requests 32

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

Aleah Shea Renee Aakre - July 19, 2017
Corey Christopher Hamilton - July 19, 2017
Nyla Tomeka Murrell-French - July, 19, 2017
Akira Curtis, July 20, 2017
Brian Richard Boardwell - August 16, 2017
Jacob James Boardwell - August 16, 2017
Zoe Lynn Hauswirth - August 16, 2017
Addrieanna Dianne Kilby - August 16, 2017
Megan E. Kvale - August 16, 2017
Jasmine Ann Johnson - August 16, 2017
Jasmine Lee Nordberg - August 16, 2017

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

3. Future Items

Policy Updates

Assistant Superintendent Report to the Board

August 2017

Here are some of the items we are working on to prepare for the fall.

Full Service Community Schools

- Our Duluth Community Schools were selected as one of five health focus sites nationally to receive support from the Coalition for Community Schools. We recently (July 20 & 21) hosted national leaders from D.C. to work with our Community Schools initiative to strengthen and expand our capacity for making the systemic changes necessary to grow and sustain community school systems that help to create more equitable and healthier communities.
- Our goal is to increase systems-level support and capacity/infrastructure of full service community schools in Duluth. We aim to identify common results and streamline data and evaluation processes. Through shared vision and accountability for results, we aim to impact attendance, academic achievement, physical health and social-emotional well-being to the end that students, families and our entire community will experience greater health and equity.

Elementary Principal Hiring

- District leadership has made a recommendation for hiring the new Laura MacArthur principal. Two rounds of interviews were conducted on July 19 and 26. A variety of stakeholders were included in the interview process. The interview teams consisted of district leadership, teachers, a DPA representative, parents and community members. Thank you to all of those staff and families that gave up part of their summer to assist in this important process. We are excited to welcome another new principal to our team!

Effective and Efficient Systems

- Over the summer months I have been able to put together documents that capture the expectation for district initiatives. Over the years we have distributed lots of information to staff and we now have much of this work captured in user friendly documents for future reference. All resources are listed on my webpage. Documents compiled include:
 - ISD 709 MTSS Handbook
 - ISD 709 PLC Handbook (Curriculum Dept. completed this in the spring)
 - Updated ISD 709 Teacher Development and Evaluation Plan (Updated with My Learning Plan procedures)
 - ISD 709 Continuous Improvement Process



5084 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).

II. DEFINITIONS

"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

- A. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and
- B. the conduct is repeated or forms a pattern; or
- C. materially and substantially:
 1. Interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.
 2. Places the student in reasonable fear of harm to the student's person or property.
 3. Causes a substantially detrimental effect on the student's physical or mental health.

"Cyber bullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing

~~information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.~~

~~"Immediately" means as soon as possible but in no event longer than 24 hours.~~

~~"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district and its students.~~

~~"On Duluth School District property or at school related functions" means all Duluth School District buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school related functions, school sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.~~

~~III. STATEMENT OF PROHIBITION~~

~~An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying.~~

~~Bullying of a student or group of students is prohibited:~~

- ~~A. During any school sponsored or school sanctioned programs, activities, events or trips.~~
- ~~B. In school buildings, school property, on school buses or other school district provided transportation, and at designated locations for students to wait for buses and other school district provided transportation.~~
- ~~C. Through the transmission of information from a school district computer or computer network, or other electronic school equipment.~~
- ~~D. When communicated through any electronic technology or personal electronic device while on school property, on school buses or other school provided transportation, at bus stops, and at school sponsored or school sanctioned events or activities.~~
- ~~E. When using Off campus communication and use of electronic technology which seriously disrupts any student's education.~~

~~Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.~~

~~Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.~~

~~False accusations or reports of bullying against another student are also prohibited.~~

~~No teacher, administrator, volunteer, contractor, or other employee of the Duluth School District shall permit, condone, or tolerate bullying.~~

~~IV. REPORTING PROCEDURE~~

~~It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.~~

~~A person may make an initial report to any Duluth School District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.~~

~~The Duluth School District has made available to the reporting party or complainant the use of a report form. See the Parent & Student Handbook, contact the Principal, District Climate Coordinator, or visit www.isd709.org to access a "Bullying Report Form".~~

~~The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. If the complaint involves the building report taker, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth School District Website at www.isd709.org for Principal and Duluth School District contact information.~~

~~A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. Duluth School District personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.~~

~~Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.~~

~~The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.~~

~~Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.~~

~~V. PREVENTION, INVESTIGATION, AND RESPONSE~~

~~Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.~~

~~It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented—to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.~~

~~Prevention—Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.~~

~~Investigation—Investigation of a bullying incident shall be initiated within 24 hours of receipt of a report and be completed within 10 school days, unless the principal/designee grants in writing an additional five-day extension due to extenuating circumstances. The Duluth School District may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law. When investigating a complaint, the principal/designee may take into account following factors:~~

- ~~● The developmental ages and maturity levels of the parties involved.~~
- ~~● The potential for culturally misinterpreting behavior.~~
- ~~● The levels of harm, surrounding circumstances, and nature of the behavior.~~
- ~~● Past incidences or past or continuing patterns of behavior.~~
- ~~● The relationship between the parties involved.~~
- ~~● The context in which the alleged incidents occurred.~~

~~Remedial Response—Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.~~

- ~~● For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check in and/or check out with a trusted adult in the school; and choice to participate in a restorative process—facilitated by a trained~~

- facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
 - Safety planning
 - Student conference(s)
 - Working with parents of involved students
 - Teaching/reteaching of desired skills or behavior
 - Reinforcing desired skills or behaviors
 - School disciplinary action (detention, suspension, etc.)
 - Connecting students/families to school, district, community resources
 - Consideration of a restorative process if all parties are prepared and willing

Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.

Appeal—Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

District Employees—When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

VI. REPRISAL

The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

~~VII. RECORDS~~

~~Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.~~

~~VIII. PROFESSIONAL DEVELOPMENT AND EDUCATION~~

~~Staff Professional development will:~~

- ~~A. Be required on a three year cycle for all school personnel to prevent, identify, and respond to bullying behavior.~~
- ~~B. Be offered annually to build the skills of all district employees to implement this policy. The content of such professional development shall include, but not be limited to:

 - ~~1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.~~
 - ~~2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.~~
 - ~~3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.~~
 - ~~4. Recognizing, responding to and reporting bullying.~~
 - ~~5. Information about the incidence and nature of cyber bullying.~~
 - ~~6. Information about Internet safety issues as they relate to cyber bullying.~~
 - ~~7. Student staff relationships and initial responses to students making a report.~~
 - ~~8. A review of the district's reporting requirements related to bullying and cyber bullying.~~~~

~~Student Education—Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment.~~

~~The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence based social emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.~~

~~IX. NOTICE~~

~~The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:~~

- ~~A. The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:~~

- ~~B. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.~~
- ~~C. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.~~
- ~~D. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.~~
- ~~E. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.~~
- ~~F. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.~~

~~**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
 Minn. Stat. §§ 121A.40 121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)~~

~~**Cross References:** MDE Model Policy, November 2014 (Model Student Bullying Prohibition Policy)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)~~

~~Adopted: 08-19-2014 ISD-709~~

~~Revised: 06-16-2015 ISD-709~~

Deletion: Second Reading 8/22/2017
Replaced by MSBA Policy 514

5084-514 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).

II. DEFINITIONS

"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

- A. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior **conduct and the conduct is repeated or forms a pattern; or**
- B. ~~the conduct is repeated or forms a pattern; or~~
- C. ~~materially and substantially~~ **interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.**
 - 1. ~~Interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.~~
 - 2. ~~Places the student in reasonable fear of harm to the student's person or property.~~
 - 3. ~~Causes a substantially detrimental effect on the student's physical or mental health.~~

"Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

Intimidating, threatening, abusive, or harming conduct” means; but is not limited to, conduct that does the following:

- A. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;***
- B. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or***
- C. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.***

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.

“Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

“Immediately” means as soon as possible but in no event longer than 24 hours ~~one~~ school day.

“District employee” includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents, ~~volunteers, contractors~~, or persons subject to the supervision and control of the district and its students.

“On Duluth School District property or at school-related functions” means all Duluth School District buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not

represent that it will provide supervision or assume liability at these locations and events.

"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.

III. STATEMENT OF PROHIBITION

An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. ***This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.***

This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying.

~~Bullying of a student or group of students is prohibited:~~

- ~~A. During any school sponsored or school sanctioned programs, activities, events or trips.~~
- ~~B. In school buildings, school property, on school buses or other school district provided transportation, and at designated locations for students to wait for buses and other school district provided transportation.~~
- ~~C. Through the transmission of information from a school district computer or computer network, or other electronic school equipment.~~
- ~~D. When communicated through any electronic technology or personal electronic device while on school property, on school buses or other school provided transportation, at bus stops, and at school sponsored or school sanctioned events or activities.~~
- ~~E. When using Off campus communication and use of electronic technology which seriously disrupts any student's education.~~

Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

False accusations or reports of bullying against another student are also prohibited.

No teacher, administrator, volunteer, contractor, or other employee of the Duluth School District ***District employee, volunteer, or contractor*** shall permit, condone, or tolerate bullying.

IV. REPORTING PROCEDURE

It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying **or prohibited conduct** shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.

A person may make an initial report to any ~~Duluth School~~ District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

The Duluth School District has made available to the reporting party or complainant the use of a report form. See the Parent & Student Handbook, contact the Principal, District Climate Coordinator, or visit www.isd709.org to access a "Bullying Report Form".

The building principal, ~~the principal's~~ **or** designee, ~~or the building supervisor (hereinafter building report taker)~~ is the person responsible for receiving reports of bullying at the building level. If the complaint involves the ~~building report taker~~ **principal or designee**, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth School District Website at www.isd709.org for Principal and Duluth School District contact information.

The principal or designee shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The principal or designee or a third party designated by the school district shall be responsible for the investigation. The principal or designee shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

A teacher, ~~school administrator, volunteer, contractor, or other school~~ **District** employee, **volunteer, or contractor** shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall **make reasonable efforts to address and resolve the prohibited conduct and** inform the building report taker **principal or designee** immediately. ~~Duluth School District personnel~~ **District employees** who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

V. PREVENTION, INVESTIGATION, AND RESPONSE

Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.

It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented - to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.

Prevention - Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.

Investigation - Investigation of a bullying incident shall be initiated **as soon as possible but no later than three school days** ~~within 24 hours of receipt of a report and be completed within 10 school days, unless the principal/designee grants in writing an additional five day extension due to extenuating circumstances.~~ The Duluth School District may take immediate steps, at its discretion, to protect the **target or victim of bullying or other prohibited conduct, the** complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law. When investigating a complaint, the principal/designee may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

Remedial Response - Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
 - Safety planning
 - Student conference(s)
 - Working with parents of involved students
 - Teaching/reteaching of desired skills or behavior
 - Reinforcing desired skills or behaviors
 - School disciplinary action (detention, suspension, etc.)
 - Connecting students/families to school, district, community resources
 - Consideration of a restorative process if all parties are prepared and willing

Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

Appeal - Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

District Employees - When it is determined that a district employee was aware

prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

VI. REPRISAL

The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

VIII. PROFESSIONAL DEVELOPMENT AND EDUCATION

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

Staff - Professional development will:

- A. Be required on a three year cycle for all school personnel to prevent, identify, and respond to bullying behavior. ***Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances.***
- B. ~~Be offered annually to build the skills of all district employees to implement this policy.~~ ***Require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct.*** The content of such professional development shall include, but not be limited to:
 1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.

2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
4. Recognizing, responding to and reporting bullying.
5. Information about the incidence and nature of cyber bullying.
6. Information about Internet safety issues as they relate to cyber bullying.
7. Student staff relationships and initial responses to students making a report.
8. A review of the district's reporting requirements related to bullying and cyber bullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:

~~A. The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:~~

~~B. **A.** A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.~~

~~C. **B.** This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.~~

~~D. **C.** This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.~~

~~E. **D.** Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.~~

~~F. **E.** A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.~~

~~**F. *This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.***~~

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and

Bullying)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.031 (Student Bullying Policy)

Cross References: MDE Model Policy, November 2014 (Model Student Bullying Prohibition Policy)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

Adopted: 08-19-2014 ISD 709
Revised: 06-16-2015 ISD 709

Second Reading: 8/22/17
Replacing Policy 5084

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

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and MEN AS PEACEMAKERS, is entered into as of July 1, 2017 (“Effective Date”). The District and MEN AS PEACEMAKERS are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with MEN AS PEACEMAKERS (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2017-2018 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

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

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

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

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

 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

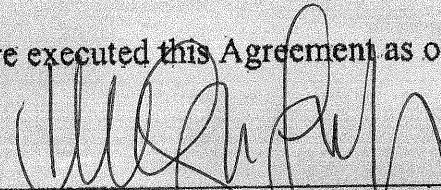
providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2018. On July 1, 2018, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
- 9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 7.24.17

By: 
Director of Assessment / Evaluation / Performance

DATE: 6/29

By: 

Title: Executive Director, Men As Peacemakers

Phone: 218-727-1939

DATE: _____

By: _____
School Board Chair, Duluth School District 709

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

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and Duluth Area Family YMCA (TrueNorth Americorp, 21st Century, Y USA), is entered into as of July 1, 2017 (“Effective Date”). The District and Duluth Area Family YMCA, are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with Duluth Area Family YMCA, (hereinafter “Requesting Entity”) will provide *Evaluation of Program Effectiveness* to the District for the 2017-2018 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose EVALUATOR will provide PROGRAM EVALUATION to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, MARSS NUMBERS, BENCHMARK, STATE ASSESSMENTS 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. Evaluator and Evaluator Assistants 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 Evaluator and Evaluator Assistants 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 Evaluator and Evaluator Assistants 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 Evaluator shall be at all times subject to the District’s direct control.

 - d. Individuals providing services as Evaluator and Evaluator Assistants 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 Evaluator and Evaluator Assistants 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 Evaluator and Evaluator Assistants 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 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 Evaluator and Evaluator Assistants 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 Evaluator Assistant 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.

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

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and YWCA, GIRL POWER, is entered into as of July 1, 2017 ("Effective Date"). The District and YWCA, GIRL POWER are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with YWCA, GIRL POWER (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2017-2018 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.

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

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

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

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

 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

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

e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

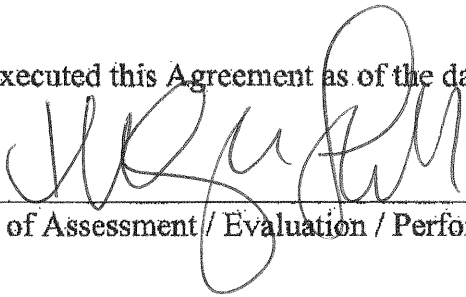
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class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

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2018. On July 1, 2018, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
- 9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 7.24.17

By: 
Director of Assessment / Evaluation / Performance

DATE: 7/20/17

By: 

Title: Director of Finance & Operations

Phone: 218-722-7425 x107

DATE: _____

By: _____
School Board Chair, Duluth School District 709

July 12, 2017

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


Dear Mr. Gronseth,

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

Name of Graduate/School

Graduation Date

Aleah Shea Renee Aakre Woodland Hills Academy July 19, 2017


Denise Clairmont
Principal

July 12, 2017

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


Dear Mr. Gronseth,

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

Name of Graduate/School

Graduation Date

Corey Christopher Hamilton Woodland Hills Academy July 19, 2017


Denise Clairmont
Principal

July 12, 2017

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

Dear Mr. Gronseth,

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

Name of Graduate/School

Graduation Date

Nyla Tomeka Murrell-French Woodland Hills Academy July 19, 2017


Denise Clairmont
Principal

MEMORANDUM

TO: Curriculum Dept. and office of Assistant Superintendent

FROM: Patricia Fleege, Adult Diploma Program

SUBJECT: High School Diploma

DATE: July 24, 2017

The following student has completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests her Duluth Public Schools diploma, dated July 20, 2017:

Akira Curtis

August 9, 2017

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

Dear Ms. Starzecki,

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Brian Richard Boardwell	Duluth Public Schools	8/16/2017
Jacob James Boardwell	Duluth Public Schools	8/16/2017
Zoe Lynn Hauswirth	Duluth Public Schools	8/16/2017
Addrieanna Dianne Kilby	Duluth Public Schools	8/16/2017
Megan E. Kvale	Duluth Public Schools	8/16/2017
Jasmine Ann Johnson	Denfeld High School	8/16/2017
Jasmine Lee Nordberg	Duluth Public Schools	8/16/2016

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

Adrian Norman
Principal

Kimberly LeDoux
Administrative Assistant
Area Learning Center