

Education Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, September 11, 2018
UnitedHealth Group Building
4316 Rice Lake Road
Suite 108
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 5

The purpose of this report is to provide regular updates to the Education Committee regarding teaching and learning. Jeff Horton, Assistant Superintendent, will share current information regarding implementation of district initiatives and school operations.

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

B. Curriculum and Instruction Report 6

The purpose of this report is to provide regular updates to the Education Committee regarding teaching and learning. Gail Netland, Director of Curriculum and Instruction, will share current information regarding the status of the work of the curriculum and instruction department.

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

C. Informational Presentations

1) North Star Accountability System 7

The Minnesota Department of Education recently released the North Star Accountability System. A general overview of the system and initial Duluth data will be shared in part one of a two part series.

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

2) Secondary Schedule Update

Assistant Superintendent Horton will provide an update on the next steps for consideration of a secondary schedule change.

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

3) Getting Students Outdoors

Assistant Superintendent Horton will share plans for exploring options for how to get students outdoors.

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

D. Grant Applications

1) Minnesota State Arts Board Grant - The Acting Out Loud Project at Denfeld High School

Marcia Nelson, Denfeld High School Assistant Principal, has submitted for and received a grant from the Minnesota State Arts Board in the amount of \$59,100. Funds will be used to support The Acting Out Loud Project at Denfeld High School, which will bring together students who feel they do not have a voice and teaching artists in a service learning class to listen, learn, understand, and create a performance to tell their stories.

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

2) Northland Foundation - Preventure Lincoln Collaborative

The Lincoln Park Middle School Collaborative has submitted a grant application to the Northland Foundation in the amount of \$20,000. If awarded, funds will be used to support the Preventure Lincoln Collaborative. Preventure is a school-based intervention aimed at reducing adolescent drug and alcohol use in high-risk teenagers. The Lincoln Park Middle School Collaborative is seeking funding to train school staff at Lincoln Park Middle School and an Iron Range middle or high school; buy the workbooks for the students and the facilitators and pay the licensing fees to be able to implement the program in St. Louis County for two years.

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

3) MN Council of Teachers of Mathematics Grant - OEMS First Tech Challenge Robotics Club

Timothy Churchill, Ordean East Middle School, has submitted a grant application to the MN Council of Teachers of Mathematics (MCTM) in the amount of \$1,500. If awarded, funds will be used to support OEMS FIRST TECH CHALLENGE (FTC). FTC is a 6th to 8th grade - school based Robotics team that is entering its 3rd year. Growth in interest and participation create the need to purchase supplies and materials in order to build a second robot and playing field.

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

4) Lowe's Home Improvement Store toolboxforeducation Grant - OEMS First Tech Challenge Robotics Club

Timothy Churchill, Ordean East Middle School, has submitted a grant application to Lowe's Home Improvement Store's toolboxforeducation grant in the amount of \$2,000-\$5,000. If awarded, funds will be used to support OEMS FIRST TECH CHALLENGE (FTC). FTC is a 6th to 8th grade - school based Robotics team that is entering its 3rd year. Growth in interest and participation create the need to purchase supplies and materials in order to build a second robot and playing field.

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

E. Regulations - PLACEHOLDER

2. Action Items

A. Policies

1) 6140 - Extra Curricular and Co-Curricular Activities - DELETION 11

In moving to the MSBA Model Policies, administration is recommending the deletion of Policy 6140, which will be replaced with MSBA Policy 510.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 6140 for the second reading.

2) NEW Policy 510 - School Activities 12

Attached is revised MSBA Policy 510 for the second reading. This policy would replace Policy 6140.

Recommendation: It is recommended that the Duluth School Board approve Policy 510 for the second reading.

B. Resolutions

1) Resolution E-9-18-3585 - Acceptance of Grant Awards to Duluth Public Schools 14

Attached is Resolution E-9-18-3585 - Acceptance of Grant Awards to Duluth Public Schools, to accept and approve grant awards from the following organizations:

Minnesota State Arts Board
Northland Foundation
PLACEHOLDER

Recommendation: It is recommended that the Duluth School Board accept and

approve Resolution E-9-18-3585 - Acceptance of Grant Awards to Duluth Public Schools.

C. Data Sharing Agreements

18

It is requested that the following organizations be granted access to the Student Information System to support District functions from July 1, 2018 to June 30, 2019:

The Regents of the University of Minnesota through its Duluth Campus Upward Bound Program
PLACEHOLDER

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

D. Presentation Items Requiring Approval - PLACEHOLDER

E. Extended Trip Requests - PLACEHOLDER

F. Diploma Requests - PLACEHOLDER

3. Future Items

Policy Updates

Assistant Superintendent Monthly Report

September 2018

Purpose

The purpose of this report is to provide regular updates to the Education Committee

First Week Back

- Superintendents visits
- Observations

School Safety Update

- School Safety Grant Submitted
- ALICE 2 Day Training September 20-21

Equity Work

- Handbook Review
- *Courageous Conversations*
- Community Meeting

Grant Process

- Review of grant process

Shout Out!

Director of Curriculum and Instruction Monthly Report

September 2018

Purpose

The purpose of this report is to provide regular updates to the Education Committee regarding teaching and learning.

Updates

Levy-Dependent 1:1 Technology Integration Planning

- Multi-year phase-in planning underway
- See handout

Staff Development

- August 28th Recap
 - Record sign-in attendance
 - Positive feedback overall
 - Thanks to all who helped make the day a success
- Planning for October 29th underway
- Regular support scheduled for curriculum specialists

Curriculum

- MDE released new arts standards draft this summer.
- Science standards under revision at state level.
- College Preparatory Math (CPM) materials pilot expanded to 8th grade core
- K-5 ELA Wonders materials ongoing implementation support

Policy

- Continuing to review policy for cycle

Building Relationships

- One-on-one meetings with a variety of district leadership

Duluth Public Schools

Accountability Update

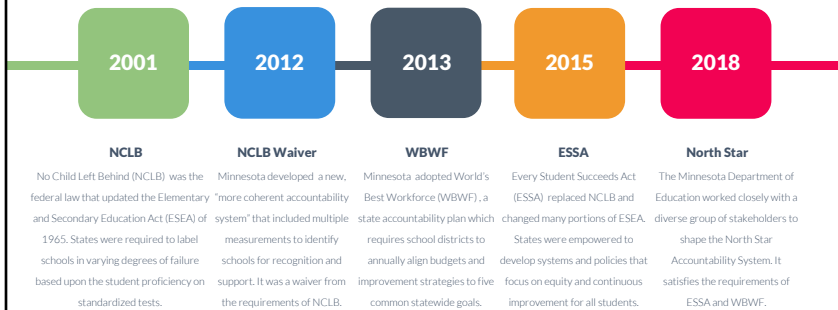
Tawmyea Lake, PhD, NCSP
Director of Assessment and Evaluation
September 2018 Education Committee Meeting

Purpose of Today

Provide an overview of:

- North Star Accountability System
- Initial district results
- Next steps / Preview of October Ed Committee meeting

Accountability in Minnesota: A Brief History



North Star Accountability System: General Information

- Purpose: Identify schools and districts for support under Every Student Succeeds Act (ESSA) and World's Best Workforce (WBWF)
- Replaces Multiple Measurements Rating (MMR), Adequate Yearly Progress (AYP) and Annual Measurable Achievement Objectives (AMAO) systems from No Child Left Behind (NCLB) and Minnesota's NCLB Waiver
- Uses several indicators grouped into three stages
- Focuses on equity, changes the lens

North Star Accountability System: Levels of Support

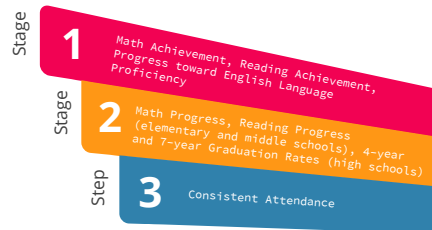
- Two levels of support
 - (1) Comprehensive
 - Lowest 5% of Title I schools
 - Any public high school with a 4-year grad rate below 67% (overall or any student group)
 - On-going, on-site technical assistance from the Regional Centers of Excellence (RCE)

North Star Accountability System: Levels of Support

- Two levels of support
 - (2) Targeted
 - Schools where student groups perform below performance thresholds in at least one indicator in each stage
 - Mostly district support, with professional development opportunities from Regional Centers of Excellence (RCEs)

North Star Accountability System: Stages of Identification

3
STAGES IN THE
IDENTIFICATION
PROCESS

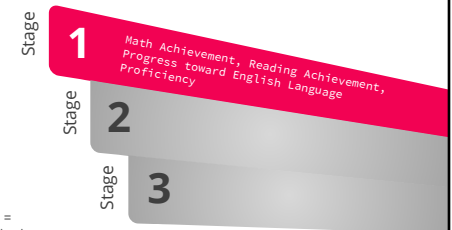


North Star Accountability System: Stage 1

STAGE
1

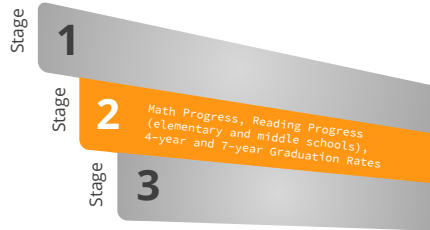
Math Achievement and Reading Achievement =
Percentage of students who meet or exceed the
standards on MCA or MTAS.

Progress toward English Language Proficiency =
Students' growth on the ACCESS compared to
growth required to be on track to achieving
English language proficiency.



North Star Accountability System: Stage 2

**STAGE
2**

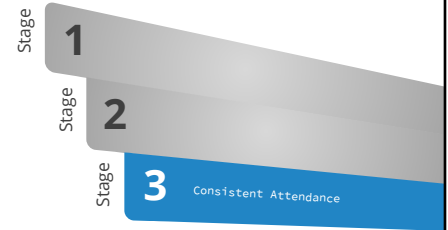


Academic Progress = Students' increase in learning relative to grade-level standards, as measured by MCA and MTAS.

Graduation Rate = 4-year and 7-year graduation rates.

North Star Accountability System: Stage 3

**STAGE
3**



Consistent Attendance - Percentage of students who attend school more than 90% of school days. Consistent attendance is the opposite of chronic absenteeism, which is defined as missing 10% or more of school days.

North Star Accountability System: Schools Identified for Support

Schools	Stage 1			Stage 2				Stage 3	Level of Support
	Math Achievement	Reading Achievement	EL Progress	Math Progress	Reading Progress	4-Year Grad Rate	7-Year Grad Rate	Consistent Attendance	
Congdon	SpEd	SpEd						SpEd	Targeted
Myers-Wilkins	SpEd	SpEd			SpEd			SpEd	Targeted
Piedmont	SpEd Two or More	SpEd		SpEd	SpEd Two or More			SpEd Two or More	Targeted
Stowe	SpEd FRL	SpEd			SpEd FRL			SpEd FRL	Targeted
Denfeld						SpEd FRP			Comprehensive
ALC						All White FRL			Comprehensive

North Star Accountability System: Schools Identified for Recognition

Schools	Specific Area
Lakewood	Math Progress Students who receive free or reduced price lunch
Lester Park	Reading Progress Overall
Ordean East	Reading Progress Hispanic

Reminders

- Broad overview, layers of analysis
- Many ways to report the data, depending on purpose
 - Data included here used for North Star Accountability
 - Definitions of the measures vary
 - Which students are included in the groups vary

Next Steps

- Analyze data with district level teams to guide continuous improvement efforts
- Schools use data to update Comprehensive Needs Assessments, updating goals and action plans
- Present additional information at October Education Committee

**Appendices:
North Star Data**
(to be added)

6140 EXTRA-CURRICULAR AND CO-CURRICULAR ACTIVITIES

~~Extra-curricular or co-curricular activities are recognized as integral parts of the school program which extend and support the curricular offerings. Due to its informal nature, extreme care and planning must be given to its organization and administration. Every effort should be made to encourage participation of all students.~~

~~Principals of each school, in cooperation with the faculty and student body, are responsible for the organization, financial support, and administration of all activities. Organizational plans, extra-curricular offerings, eligibility rules, and financial reports must be filed with the Superintendent's office.~~

~~References: MS-123B.49~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~10-16-2004 ISD-709~~

Deletion: 9/18/2018 Second Reading

Replaced by: MSBA Policy 510

Adopted:

MSBA/MASA Model Policy 510

Orig. 1995

Revised:

Rev. 2000

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program **and are integral** in providing students with additional opportunities for growth and development. **Every effort should be made to encourage participation of all students.**

III. RESPONSIBILITY

- A. The school board expects all students who participate in school-sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.
- C. The superintendent **or designee** shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.
- E. ~~The superintendent **or designee** shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the school board.~~

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)

510- 1

~~MSBA/MASA Model Policy 713 (Student Activity Accounting)~~
MSBA Service Manual, Chapter 5, Various Educational Programs

Second Reading: 9/18/2018
Replacing: Policy 6140

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

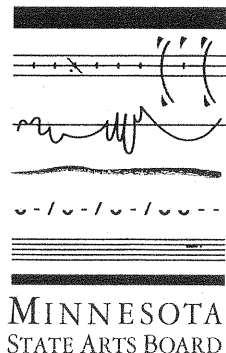
WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

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
Minnesota State Arts Board	Marcia Nelson	Acting Out Loud Project at Denfeld High School	\$59,100	Funds will be used to support the Acting Out Loud Project at Denfeld High School.
Northland Foundation	Jennifer Jaros	Child Care Mentoring Program	\$5,000	Funds will be used to support the Early Childhood Family Education (ECFE) Child Care Mentoring Program.



July 27, 2018

Marcia Nelson, Assistant Principal
Denfeld High School
401 N 44th Ave W
Duluth, MN 55807

Dear Marcia Nelson:

Congratulations. The Minnesota State Arts Board has awarded your organization a fiscal year 2019 Arts Learning grant of \$59,100.

Your next step is to thoroughly review the enclosed contract. Once you have read and understand the limits and requirements of the grant contract, sign, and return it to us within 30 days. The Arts Board cannot make payments, nor can you begin your project or use grant funds for activities, until the contract is signed by all parties. An electronic copy of the fully signed contract will be attached to your WebGrants grant file for your reference throughout the project year.

It is important that you understand all parts of the contract. I'd like to call your particular attention to following sections which address the most frequently asked contract questions:

- 1) **Section D: Payment** will be issued by the state during a three-week window, September 20 – October 10. Payment is made by the state and the timing is not within the Arts Board's control. For grants greater than \$25,000, an initial payment of 95 percent will be made by the payment date; the final 5 percent will be payable upon receipt and approval of the final report.
- 2) **Section F: Contract Amendments** are required for significant changes to the project or budget and must be approved by the Arts Board prior to making those changes. Be sure to contact me if you have any questions or wonder if a contract amendment might be required.
- 3) **Section H: Acknowledgment.** You are required to use the text and logo(s) as detailed in section H to acknowledge your grant. Logos are available from our Web site at <http://www.arts.state.mn.us/grants/support.htm>. I encourage you to take every opportunity to acknowledge this award, in print, in person, and electronically. Please be sure to update your communication staff to insure that current language and logos are being used in program materials.
- 4) **Section I: Reporting.** The final report for this grant will be due on September 30, 2019, and will be completed in WebGrants. A preview of the forms and questions is available in the Status Report component of your grant record under the Instructions section, labeled FY 2019 Final Report Forms. You will be notified when the report forms are available for your use. Grants over \$50,000 will have a monitoring visit conducted by staff midway through the project and also go through a financial reconciliation process at the end of the project period.

Park Square Court
Suite 200
400 Sibley Street
Saint Paul, MN
55101-1928

(651) 215-1600
(800) 866-2787

Minnesota Relay 7-1-1
FAX (651) 215-1602

msab@arts.state.mn.us
www.arts.state.mn.us

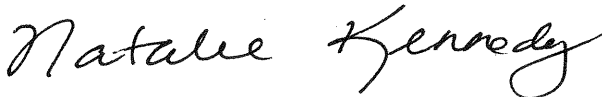
over

Finally, it is crucial that we all continue our efforts to highlight the public value of the arts and to connect policy makers to our work. **Please take a minute today to send a letter to your state legislators, thanking them for their support of arts funding.** Help them understand how state grant dollars benefit Minnesota citizens in your area. I also encourage you to communicate with them regularly throughout the year, and find ways to involve them in your activities, such as inviting them to your grant funded public events. Add their contact information to your promotion and marketing contact databases so that they are routinely notified of your activities. Here is the link to locate your district's elected officials:
<http://www.gis.leg.mn/OpenLayers/districts/>.

If you have questions about the program or your award, please contact me at (651) 215-1617 or (800) 866-2787, or via e-mail at Natalie.Kennedy@arts.state.mn.us.

Thank you for your continued commitment to citizens and artists throughout the state. It is through your work that we achieve our vision, that all Minnesotans have the opportunity to participate in the arts.

Sincerely,

A handwritten signature in black ink that reads "Natalie Kennedy". The signature is written in a cursive, flowing style.

Natalie Kennedy-Schuck
Program Officer

cc: Application file FY 2019 - 73705
Tonya Sconiers, Principal, Denfeld High School



202 West Superior Street, Suite 610
Duluth, Minnesota 55802
218.723.4040 · 800.433.4045 · northlandfdn.org

August 21, 2018

Jen Jaros, ECFE Coordinator
Duluth Public School
215 N 1st Ave E
Duluth, MN 55811

Dear Jen,

The Northland Foundation is pleased and excited to provide \$5,000 in funding for the period August 20, 2018 to May 20, 2019 to assist Child Care Mentoring Program. Enclosed you will find a project agreement to be signed and returned to the Northland Foundation. This contract is to establish that your organization will serve as fiscal agent for the funding and will act in a supervisory capacity for the project. Once we receive the agreement, we will process the payment.

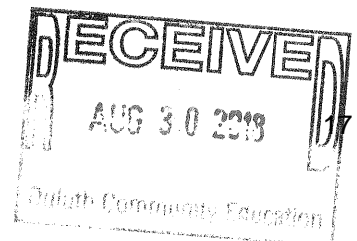
If you have any questions, please call me at (218) 723-4040.

Sincerely,

A handwritten signature in black ink that reads "Lynn M. Haglin".

Lynn M. Haglin
Vice President/KIDS PLUS Director

Enclosures



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

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2018 ("Effective Date"). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2018-2019 school year; and

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

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

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

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

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

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

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.
3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
 - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
 - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District's direct control.
 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

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

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

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

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

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2019. On July 1, 2019, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 8/15/18 By: [Signature]
 Director of Assessment / Evaluation / Performance

DATE: 8/14/18 By: [Signature]
 Title: Dean
 Phone: 218-726-6537

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