

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 20, 2020

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- | | |
|--|----|
| 1) Special [Closed] Board Meeting RE: Personnel Issue - September 15, 2020 | 3 |
| 2) Regular School Board Meeting - September 15, 2020 | 4 |
| 3) Special [Closed] Board Meeting RE: Property - September 23, 2020 | 11 |
| 4) Special [Closed] Board Meeting RE: Property - October 13, 2020 | 12 |

B. Approval of Resolutions

- 1) Human Resources - None
- 2) Finance
 - a. B-10-20-3764 - Acceptance of Donations
- 3) Other

C. Approval of Action Items

- 1) Human Resources
 - a. Staffing Report
 - b. Other Action Items- None
- 2) Finance
 - a. Financial Report
 - b. Bids, RFPs and Quotes
 - (1) Bids - None
 - (2) RFPs - None
 - (3) Quotes - None
 - c. Contracts, Change Orders, Leases
 - (1) Contracts - None
 - (2) Change Orders - None
 - (3) Leases - None
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
- 4) Other
 - a. Diploma Requests 14
It is recommended that the Duluth School Board approve the attached requests for students who have met all graduation requirements for the Duluth Public Schools and should be awarded a diploma.
 - b. 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, 2020 to June 30, 2021: The College of St. Scholastica, Trio Talent Search

D. Approval of Policy Readings

1) First Readings

- a. MSBA Model Policy 522 - Title-IX Sex Nondiscrimination Policy, Grievance Procedure and Process 24
Assistant Superintendent Anthony Bonds

On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which went into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. Administration is recommending adoption of Policy 522 - Title-IX Sex Nondiscrimination Policy, Grievance Procedure and Process, and accompanying Title IX Formal Complaint Form(s).

- b. MSBA Model Policy 206 - Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations 43
Policy Committee Chair, Member Rosie Loffler-Kemp

Suggested revisions: Yellow - revisions to model policy - Green - incorporate from existing district policy.

2) Second Readings

- a. Policy 521 - Student Disability Nondiscrimination 51
Assistant Superintendent Anthony Bonds

Administration is recommending a revision to Section III. Coordinator to reflect the new Assistant Superintendent's contact information.

E. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

- 1) Human Resources/Finance Committee - October 13, 2020
- 2) Monthly Committee of the Whole - October 6, 2020
- 3) Policy Committee - October 8, 2020

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at Historic Old Central High School, 215 North First Avenue East, Duluth, Minnesota 55802, on

Monday, September 15, 2020

Members Present:

David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Paul Sandholm

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Melinda Thibault, Secretary

Members Absent:

Kelly Durick Eder
Sally Trnka

Chair Lofald called the Special School Board meeting of September 15, 2020 to order at 5:39 p.m.

Chair Lofald read a statement to go into closed session.

M-Kirby, S-Loeffler-Kemp, to recess into closed session. Upon a vote, the same was approved – 5-0.

- Recess to Closed Session: 5:41
- Reconvene to Open Session: 6:24

M-Kirby, S-Oswald, to accept the Teacher Layoff Agreement in principle pending a final draft.

Discussion took place regarding the proposed agreement.

Upon a vote, the same was approved – 5-0.

M-Kirby, S-Loeffler-Kemp, to adjourn the meeting. Upon a vote, the same was approved – 5-0.

Chair Lofald adjourned the Special School Board meeting of September 15, 2020 at 6:26 p.m.

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at Historic Old Central High School, 215 North First Avenue East, Duluth, Minnesota 55802, on

Tuesday, September 15, 2020

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Paul Sandholm

Members Absent:

Sally Trnka

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Melinda Thibault, Secretary

Student Representatives:

Nabiha Imtiaz (East)
Phoenix Ocean (Denfeld)

- Chair Lofald called the Regular School Board meeting September 15, 2020 to order at 6:42 p.m.

M-Loeffler-Kemp, S-Durick Eder, to approve the agenda.

M-Lofald, S-Oswald, to pull Item 1.B.1.a) – Resolution HR-9-20-3755 from the consent agenda. Upon a vote, the same was approved 6-0.

Upon a vote on the agenda as amended, the same was approved – 6-0.

School and Community Recognition

September 2020

Happy New Year This month we celebrate the start of a new school year.

We are learning and creating new and different ways of teaching, feeding, transporting and caring for children. We are managing our own hopes and fears. We are realizing success and identifying places where we can and will do better.

This month, we recognize the diligent work Duluth Public Schools staff are doing and will do throughout the coming weeks to support education and the well-being of children.

Principals, Teachers, Curriculum, Special Services, Early Childhood, Technology and all those moving education from the classroom to online learning. It's a Herculean task.

Those reaching out to families and students - Integration Specialists, American Indian Home School Liaisons, Community Schools personnel, homeless support staff.

Facilities staff, prepping buildings with cleaning, COVID prevention signs, hundreds of hand sanitizing stations, installing social distance markers on floors and hallways.

Bus Drivers and Transportation, preparing to get children safely to and from school.

Clerical and Administrative Assistants, organizing offices and schools, meeting the needs of families and students.

School Nurses and Health Services, with advice and training on the best ways to prevent illness.

Human Resources, navigating complex changes and how they impact employees.

Business Services, ensuring the critical systems and activities of the school district continue.

Child Nutrition, preparing free, nutritious breakfast and lunches for distribution.

Paraprofessionals, assisting with emergency childcare for essential workers.

We also recognize the strength and resilience of our families and students and extend our appreciation to the Duluth community for their support of education.

As a parent, retired educator and now board member, this is still one of the most inspiring times of the year. The work of educating children is always exciting and gratifying.

Our thanks to all, and best wishes for the 20-21 school year.

Public Comments

September 2020

Public comments were read into the record by the board members or played via voice messages (no public presence was allowed at the meeting) as follows (some spellings/names may be incomplete due to lack of information via voice messages):

The following people spoke regarding their thoughts and concerns related to the return to learn plan including; requests for more in person learning, concerns with the distance learning plan, not allowing music programs to be in person, not enough live learning/contact opportunities, the need for more synchronous learning:

Russell Saburn, Denise Smith, David Chura, Brenda Greeley, Erica Meece, Marla Halvorson, Erin Antus, Anne Hoeksema, Lisa MacIver, Stacy Dimberio, Marina Udd, Tabitha and John Devlin, Kate Chura, Steven Kaski, Brooke Maciver, Alli Ahlers, Natalie Boheim, Brandon Stone, Nick Crist, Amanda Buckng, Catherine Benziger, Wesley Chura, Michael & Kimberly Maki, Willem Hoeksema, Anya Powell, AJ Axtell, Leah Halvorson, Michael Latterell, Rebecca Saburn, Serenity Schoonover, Jeff Goetzman, Evelyn Christiansen, Michelle Statz, Maranda Everson, Andrew Hayden, Laura Simonson, Len Johnson, Kelly Lapcinski, Kim Kroll.

Erica Henkel, thanked the district for the quality distance learning programming.

Cruz Mendoza, spoke regarding the disparate discipline numbers/rates and the achievement gap.

Communications, Petitions, Etc.

September 2020

Chair Lofald stated that there were no communications received.

Superintendent's Report
September 2020

Student Representative Nabihah Imtiaz (East): Reported teachers have been easing students into Canvas and distance learning the past two weeks and coursework will begin on Thursday. Two seniors have committed to UMD for basketball, congratulations to Maddie Thompson and Noah Paulson. The executive board is creating a welcome back video that they hope will help raise morale in the students. Hound Pack is holding virtual orientation for freshmen this week. East will hold the ACT on October 6th to replace the date canceled in the spring. Students and staff continue to find creative ways to run clubs and organizations virtually which gives her hope for what the rest of the school year will hold.

Student Representative Phoenix Ocean (Denfeld): Reported that while the start of the school year is not normal, Denfeld has been able to hold on to some of its traditions with modifications. Staff volunteers dropped off yard signs, t-shirts, and advice from the upperclassmen link leaders. Some seniors participated in a socially distanced version of the senior sunrise and chalk a lot. Chromebooks and hot spots have been distributed and soon textbooks, instruments and other materials will be handed out. On October 6th an opportunity for seniors to take the ACT at their school will be offered. Recently the boys' and girls' soccer teams have peacefully knelt before their games in protest of injustice. They continue to be responsible members of the community while exercising their right to speak up for what they believe in.

Superintendent Magas stated: The public comments resonate deeply with all of us, I know this is an incredibly challenging time for our parents and students and it's not a time that stopped. I think many of us thought that when we went into closure in March that they would be coming back before the end of the school year, and thought we would be able to start the school year in the fall as a regular school year, but as time goes on we realize the deep impact of the pandemic. We realize how challenging it is to meet the needs of student learning and student safety, and the needs of our district to make sure people are geared up to serve our students needs well and do what's most important – to keep them safe. I believe it's incredibly important as well that we balance the two needs. The two greatest interests of our school district, which are of course – we are a learning institution and it's about student learning/academics, and it's also about safety. What strikes me as the most challenging in these times is that it is very difficult for us to balance those two. Anything we do that allows for more in-person puts a little more into the risk and safety factors. So, it's that tale of how do we pick the right choice? How do we make the best of a very bad situation as we weigh safety and student learning? We are committed to doing our best to serve our students and families, and we know there is frustration on the part of everyone involved. First and foremost, I look to our students, our students want to learn and be with their friends. I have sadness in my heart and frustration that it isn't possible. When I see students, who are entering their senior year, as you two are, and know that their senior year will not be like any else's senior year has ever been. Even if we are able to completely return in person it is still a very different year and I want to say how much I appreciate the resilience that our students, parents, staff, teachers, administrators and community have trying to work through this together. I know that it is a challenge, but it is a challenge that we are up for. I know the challenges that were raised

here are worth listening to and worth examining, and we have to really take them to heart and put into examination. What is it we can do to make sure that we're face to face as soon as possible. I don't know a single educator who is not interested in having students face to face. That's why we get into this field because we love kids. When we see our kids coming back it's difficult not to want to give them a hug or a high five to the students we care about. Yet I know much of that is not possible, and it's not possible for a wide variety of reasons. As superintendent I bear that responsibility on my shoulders. I am responsible for the district and it's something that I care deeply about, and I want to really state that the responsibility of the learning of the district and the safety of the district fall first and foremost on me. There's no perfect plan and we need to balance those thoughts of safety and student learning. I join the parents who are expressing concerns and desires to meet in person, worries about mental health concerns, and what this means for their children, for their future, what learning gaps, opportunity gaps are being caused by this. I am also heartened by knowing how hard people are working behind the scenes to improve the situation. I'm thinking about two public comments, one from tonight and one from a while ago. There was a comment tonight that there are mistakes being made that will have life long consequences for our students. That is something we have to weigh thoughtfully and heavily as far as what is it we can do to make sure that we are minimizing the impact of what we are doing. There was another comment made a couple of months ago that resonated with me and grounded my thinking and that was that lost learning can be recovered but a lost life cannot. We are using caution, we are using safety as something that guides us. We are wanting to make sure we have balance of learning, of safety, and of the need of our students. I have been here for two and a half months and I've been very impressed with the hard work of our teachers, our staff, our principals and our administrators and they are rocking it. They are doing such hard work to lift the schools, but I also want to give support to my team because they are working hard to provide that support as well as they prepare for the three models of in-person, hybrid, and distance. There are many challenges, every weekend and every evening I've heard from them. They are working into the evenings and on weekends because they care about and love our kids. We are trying to make sure that we are able to serve the kids in the greatest way possible. So, if there's somebody to blame, don't blame our principals and administrators. As superintendent of the schools the responsibility of educating our students falls squarely on my shoulders. Our teachers returned to us just three days prior to the beginning of the school year, they needed time to gear up to serve our students. It's been just two weeks today and they are completely overhauling the way that we teach. It is said that education changes slowly, but they're working feverishly to develop curriculum to reach out to students and families, to make sure that they're leaning about new technology, new software, new devices and we have to allow our educators a little bit of grace as they completely turn the way they teach on its head and learn to teach in new ways. So again, if there's someone to blame don't blame our teachers, as superintendent it is my responsibility to lead us. It's my responsibility to take us through these challenging times and I'm certain that we will overcome the challenges before us. When I was hired in March, I committed myself fully to the Duluth Public Schools. I live two blocks away and I just heard the bells chime, and when I'm awake at night I'm thinking of our kids and I'm trying to make sure we are making the best choices. This is a time that is unprecedented and it is a very different time for us. It's not business as usual and we have some additional challenges that other districts don't. There are things that are great about Duluth. I'm speaking about the commitment of families, the community and of our staff to doing so much here, and that is beautiful. When I look at some of the other challenges we face there are things that are different here that have to be considered. Some of the challenges that we face are related to the challenge of in person learning.

We all want in person and we will have in person as soon as we can. If our rates stay low and if we are able we are not opposed to it, if we're able, to have in person sooner than the November date we stated. We also want to make sure that we're committing to something we can actually accomplish so if we're starting at distance and we're trying to switch to another model we want to make sure we're doing something well before we immediately try to switch and do something differently. We are preparing for both but it takes a little bit of time and it takes more than two weeks to make sure we are ready. The one thing I probably regret the most is the two weeks, well 9 days, that we are using to gear up for changing our way of teaching is those 9 days were meant as a period for us to connect with kids to make sure kids had devices and make sure students were registered in distance or in person if they wanted and make sure we were geared up with our teachers while at the same time reaching out to students. We reached out to our families and provided some learning. I understand that this does not feel like the distance learning we are striving for, but it's not yet fully in place. The elementary are going to hybrid on Monday and in less than a week the secondary are going fully with their education on Thursday. There was much in place, but what I'm most regretful for is that we probably should have communicated that clearer. These days were meant as a transition period and it's a transition period that MDE and MDH recommend taking when they switch models, again these are things that can be overcome. The challenges of in-person learning that are specific to Duluth are 1) Very high student to teacher class ratio's (30's or even 40's) and if we are having people come back to in-person learning we have to think about are we able to have any degree of social distancing between people that is a factor. We also have the lack of space for child care. I know that it was addressed in the comments that we should use the high schools and we did pause the one day of hybrid that we were going to be able to offer because we needed space for our child care. When we looked at that we wanted to make sure that we had additional sites in case one of the sites had to close down. So if Lincoln park had to close down we would move the day care to Denfeld because by law we have to serve child care first, the same with Ordean and East. I know people are frustrated saying why child care first and it's because it is a state mandate. That and we don't have many additional spaces. Another comment that was brought up numerous times was synchronous learning. I think synchronous learning can be very powerful, there's no doubt about that, but there are also advantages to asynchronous learning and I'll talk about that in a minute. If we were to dedicate ourselves to synchronous learning there are challenges specific to Duluth that we would need to overcome. We don't have in place a one to one device ratio, we never have and we are not there yet. We are increasing the number of devices as quickly as possible and we have many devices on order, but because of the huge world demand we are waiting on more devices. Also, we have limited Wi-Fi in the city despite our hotspots and outreach with community efforts. That is another factor that influences our ability to do lots of synchronous learning. The district also has financial limitations. Our fund balance is really low, and many districts use their fund balances when something catastrophic occurs, they're able to dip into that. We don't have a large fund balance to dip into so we have to do things from a fiscally responsible perspective. Again, those distance learning challenges we're going to be able to overcome those. Asynchronous learning is part of a blended learning model that we have where we're going to be focused on teaching kids both with some synchronous learning and asynchronous learning. When you don't have one to one devices you can't do synchronous learning for multiple students in the same household, and we know that it's an equity issue. We also know that if we say we are doing just synchronous learning there are going to be many families who don't have a device, don't have Wi-Fi, kids who are taking care of their younger siblings that won't be able to be in class online at a certain period

of time. Asynchronous learning is something that allows for more student individualization, it allows for students to do the work on their own time. That flipped model of learning doesn't mean there is no learning, it does mean there is a new way we have to learn to do things. I know that student engagement we have challenges with, not having every parent being able to be next to their child when they are supporting that learning. That's something we are working really hard to overcome by partnering with community partners. It's also scalable when you think about asynchronous learning you're needing to think about a camera and document camera in every classroom, which we just don't have, along with the one to one device and powerful enough Wi-Fi for multiple users at home. Those are challenges of synchronous learning that are avoided by having this blended model. We took this approach partly from an equity perspective because we believe not just in serving some learners but truly serving all learners. Finally, we also believe in the collaborative power of our teachers. The old way of delivering education is outdated. It's not a pizza, instruction is something that happens and it's cultivated and can be more powerful if we have multiple people contributing to that content and by producing asynchronous learning we have opportunity for our teachers to work together to created splendid model lessons that can be shared and that students can take part in. Again, this sounds like another promise and it's something that again as superintendent I am responsible for the learning that takes place here and I am deeply dedicated to making sure that we are able to serve our kids and we are going to reflect and learn from what we heard tonight from our parents. We're going to reflect and learn and take action based on what we hear. There are many great points on what can be improved on and we are dedicated as a team of educations, administrators, and teacher. Most of all I want to thank our parents and our community members for their dedication and patience, and we know that patience is not a forever thing. We know your sense of urgency about caring for your kids, the ones you love the most is foremost in your heart and we are right behind you with our care for what we want to do as a district and I'm committed to that.

Superintendent Magas gave an update on the return to learn planning.

Chair Lofald reviewed the schedule of meetings.

Policy Committee Report

September 2020

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Monthly Committee of the Whole Report

September 2020

Member Lofald presented the Monthly Committee of the Whole report which was available electronically to each school board member.

Human Resources/Finance Committee Report
September 2020

Member Trnka presented the Human Resources Committee report which was available electronically to each school board member.

Consent Agenda
September 2020

M-Durick Eder, S-Loeffler-Kemp, to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – 6-0

Special Resolutions/Other Action Items
September 2020

None

Other
September 2020

M-Oswald, S-Durick Eder, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Regular School Board Meeting of September 15, 2020 at 10:19 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held Historic Old Central High School, 215 N. 1st Avenue East, Duluth, Minnesota 55802, on

Wednesday, September 23, 2020

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Paul Sandholm
Sally Trnka (arrived at 5:16 p.m.)

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Jackie Dolentz, Secretary

Chair Lofald called the Special School Board meeting of September 23, 2020 to order at 4:53 p.m.

Chair Lofald read the following statement to go into closed session:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal. The property that will be discussed is the Historic Old Central High School, 215 North 1st Avenue East in Duluth, Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property to be sold by the School Board. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed.

M-Loeffler-Kemp, S-Sandholm, to adjourn into closed session. Upon a vote, the same was approved – 6-0.

Chair Lofald adjourned the Special School Board meeting of September 23, 2020 at 6:36 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held Historic Old Central High School, 215 N. 1st Avenue East, Duluth, Minnesota 55802, on

Tuesday, October 13, 2020

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Paul Sandholm
Sally Trnka

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Melinda Thibault, Secretary

Chair Lofald called the Special School Board meeting of October 13, 2020 to order at 6:04 p.m.

Chair Lofald read the following statement to go into closed session:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal. The property that will be discussed is the Historic Old Central High School, 215 North 1st Avenue East in Duluth, Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property to be sold by the School Board. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed.

M-Loeffler-Kemp, S-Durick Eder, to recess into closed session. Upon a vote, the same was approved – unanimously.

Recess: 6:05

Reconvene: 6:59

Member Lofald presented the resolution:

RESOLUTION

Authorizing the sale of Historic Old Central High School and Adjacent Properties

WHEREAS, the School District owns property legally described as:

Even numbered Lots Two (2) through Twenty-two (22), East Third Street Proper, First Division;

Even numbered Lots Two (2) through Six (6), West Third Street Proper, First Division;
Odd numbered Lots One (1) through Fifteen (15), East Second Street Proper, First Division;

Northerly 50 feet of odd numbered Lots Seventeen (17) and Nineteen (19), East Second Street Proper, First Division in Duluth, St. Louis County, Minnesota.

WHEREAS, the School District listed the property for sale in January 2020 by school board action; and

WHEREAS, District Administration has entered into discussions in closed sessions regarding the potential sale of the property.

NOW, THEREFORE BE IT RESOLVED, the School Board of ISD 709, Duluth, Minnesota, hereby authorizes the sale of the Property; and

BE IT FURTHER RESOLVED, the school board authorizes District administration to finalize a purchase agreement for the sale of the property described above and authorizes the School Board Chair to execute the purchase agreement and all other documents required for closing and to convey the Property.

B-10-20-3763

October 13, 2020

M-Trnka, S-Durick Eder, to approve Resolution B-10-20-3763 - Authorizing the Sale of Historic Old Central High School and Adjacent Properties. Upon a vote, the same was approved – unanimously.

M-Trnka, S-Sandholm, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Special School Board meeting of October 13, 2020 at 7:02 p.m.

9/16/2020

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) 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</u>
Crystal M. Murphy	Duluth Public Schools	9/17/2020

Please send diploma to Michelle Porter at the Area Learning Center, Room 126.

Adrian Norman
Principal

Michelle Porter
Administrative Assistant
Area Learning Center

September 23, 2020

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) 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>
Sydney M. Vesterstein	Duluth Public Schools	9/24/2020

Please send diploma to Michelle Porter at the Area Learning Center, Room 126.

Adrian Norman
Principal

Michelle Porter
Administrative Assistant
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Patricia Fleege, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 10/1/2020

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests his Duluth Public Schools diploma, dated

Joshua Ogima

10/1/2020

October 12, 2020

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) 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>
Taylor James Laurent	Duluth Public Schools	12/4/2020

Please send diploma to Michelle Porter at the Area Learning Center, Room 126.

Adrian Norman
Principal

Michelle Porter
Administrative Assistant
Area Learning Center



9/22/20

To Whom it may concern:

Isaiah Carlson is requesting a copy of his high school diploma. Student graduated in 2000.

name: Isaiah E Carlson
graduation: June 4, 2000

Duluth East High School

- Student completed his 18-21 Spec Ed programming @ Duluth East. He will not be returning to public school.

Dana Hotschenbaker
Sr. Office Support

October 14, 2020

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) 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>
August J. Harvey-Rowley	Duluth Public Schools	8/19/2020

Please send diploma to Michelle Porter at the Area Learning Center, Room 126.

Adrian Norman
Principal

Michelle Porter
Administrative Assistant
Area Learning Center

**DATA SHARING AGREEMENT REQUIRING
CONSENT TO RELEASE OF DATA**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH, is entered into as of *July 1, 2020* (“Effective Date”). The District and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH (hereinafter “Requesting Entity”) will provide EDUCATIONAL SUPPORT to the District for the 2020-2021 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 education 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 purposed legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
 - c. The use and maintenance of Protected Student Data by TUTOR TEACHERS shall be at all times subject to the District's direct control.
 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.
 - e. The Individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately

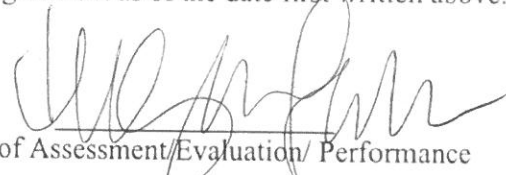
necessary to perform the services described in Paragraph 1. If any individual who has granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.

- f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this agreement.
5. **Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as STUDENT TEACHERS shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to 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. State §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 throughout June 30, 2021. On July 1, 2021, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any

promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

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

DATE: 9-16-2020

By: 
Director of Assessment/Evaluation/ Performance

DATE: 9-16-2020

By: Kirsten Walker, Kirsten Walker
Title: Director TR10 Talent Search
Phone: 218-310-5699

DATE: _____

By: _____
School Board Chair, Duluth School District 709

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Anthony Bonds, Assistant Superintendent, 218-336-8739, anthony.bonds@isd709.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- J. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when ~~administering~~ **facilitating** the grievance process.
 2. "Investigator" means a person who investigates a formal complaint.

The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively

evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such an informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other

evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A.** Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B.** Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C.** A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D.** Sexual harassment may constitute both a violation of this policy and

criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A.** When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint .
- B.** The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C.** If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D.** Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were

not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;
 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
 - C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
 - D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
 - E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;
 2. The scope of the school district's education program or activity;
 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. **DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employees, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work email address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
 1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
 34 C.F.R. Part 106 (Implementing Regulations of Title IX)
 20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)

42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

First Reading: 10-20-2020

By signing below, I hereby acknowledge the following:

1. I understand that all parties, including the person(s) I have named above, will be notified of the allegations in my complaint, and that the notification will identify me by name as the complainant.
2. I understand that I will be interviewed as part of an investigation, and I will be notified of this interview with sufficient time to prepare.
3. I understand that I have the right to an advisor of my choice, and that my advisor may be present at any interviews, meetings, or hearings that I attend.
4. I understand that I will have the opportunity to present witnesses and evidence to the investigator, and that my advisor and I will have the opportunity to review all evidence and respond, in writing, before the investigator completes the investigation report.
5. I understand that my advisor and I will have the opportunity to review and respond to the investigation report in writing, and that our response will be reviewed by a neutral decision maker prior to any decision being made.
6. I understand that my Complaint must be dismissed if:
 - a. The conduct alleged above, even if proven, does not meet the definition of sexual harassment in Policy ; or
 - b. The conduct alleged above did not occur in the District's education program or activity; or
 - c. The conduct alleged above occurred while I was not in the United States of America.
7. I understand that my Complaint may be dismissed if:
 - a. I notify the Title IX Coordinator, in writing, that I would like to withdraw the Complaint.
 - b. The person named above is no longer enrolled in or employed by the District; or
 - c. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Complaint.

This complaint is filed based on my honest belief that _____ has sexually harassed me or another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

Having reviewed and fully understanding the foregoing, I am hereby asking ISD 709 to investigate the allegations of sexual harassment documented above in my formal complaint.

Signature _____ Date _____

Print Name _____



**INDEPENDENT SCHOOL DISTRICT NO. 709
FORMAL TITLE IX COORDINATOR COMPLAINT FORM**

I, _____, Title IX Coordinator for the District became aware of this Complaint on _____.

The facts of the Complaint known to me are as follows: Describe the incident(s) as clearly as possible, including names(s), date(s), time, location of incident(s), any verbal statements (i.e., threats, requests, demands, etc.), and other relevant facts about what, if any, physical contact was involved, etc. (Attach additional pages if necessary.)

List any witnesses that were present

I have met with the complainant, _____, regarding the above. The complainant has indicated that [he/she/they] [is/are] not interested in filing a formal complaint.

Based on my training and expertise, I believe that the conduct described above, if proven, would be sufficiently severe and damaging enough that an investigation and formal resolution is warranted.

I am therefore hereby asking the District to investigate the above allegations of sexual harassment

Signature _____ Date _____

Print Name _____



Adopted: _____

MSBA/MASA Model Policy 206

Orig. 1995

Revised: _____

Rev. 2017

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public **discussion input** as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage **discussion input** by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free **discussion input** by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint

or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:
- Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone

number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.

B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. ~~Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~

While public comment on any issue will be taken at the board's regular monthly meeting, public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official board action.

Any individual may speak on a school related subject, or on his/her own behalf, or on behalf of an organization as its official representative, at a time on the agenda specified for delegations. At the outset of the meeting the Chairperson of the School Board may ask if any delegation wishes to be called on at a time when a specific agenda item is to be discussed by the School Board. Delegates are expected to be as concise as possible and are not expected to enter into debate or actual deliberations of the School Board. The Board may question delegates for purposes of clarification and information but are not expected to enter into debate with delegates.

2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of

privacy of an individual.

7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the

first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 13.43 (Personnel Data)
 Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
 Minn. Stat. § 13D.05 (Open Meeting Law)
 Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
 Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
 Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
 Minn. Stat. § 122A.44 (Contracting with Teachers)
 Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
 Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
 MSBA/MASA Model Policy 207 (Public Hearings)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)
 MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

8080 SCHOOL BOARD MEETINGS

The School Board, as a representative body of the School District, wishes to provide an avenue for any citizen to express his/her interest in and concerns for the schools. Accordingly, the public is cordially invited to attend any and all sessions of the School Board.

In order that the School Board may fairly and adequately discharge its overall responsibility, citizens who wish to make requests, representations, or proposals to the School Board are requested to direct these to the Superintendent, who will deal with them according to rules adopted by the School Board. The intent of the policy is:

1. To allow everyone who wishes it, a fair and adequate hearing.
2. To allow the Superintendent to take direct action, or to recommend action to the School Board, when policies have already been established by the School Board.
3. To minimize the possibility of the School Board's making ill-advised, illegal, or improper rulings due to hasty action in the absence of adequate information and study, especially when a policy does not exist, a change in policy is proposed, or an exception to policy is specifically requested.
4. To see that the time so devoted does not interfere with the scheduled business of the School Board.

It is the policy of the School Board to announce in advance, whenever practicable, through the newspapers and such other means as may appear appropriate, the date, time, and place of all regular and special meetings and the major topics to be discussed there at. It shall be the duty of the School Board clerk to supervise the execution of this policy.

In accord with confirming the right and desirability of the public expressing its point of view to the School Board, delegations or individuals are welcome at regular meetings, subject to the following regulations designed to expedite deliberations and provide for full consideration of problems and questions:

- Matters concerning an individual school shall be discussed first with the principal of that school.

Operational Problems

1. If the problem cannot be resolved at the school, it shall then be brought to the Superintendent.
2. If the problem cannot be resolved with the Superintendent, it shall then be brought to the School Board in the following manner.
 - a. An appointment to meet with the School Board must be established at least one week in advance of the meeting.
 - b. Questions and problems must be submitted in writing at the time of the request for an appointment.
 - c. Delegates shall indicate whom they represent and shall be asked to comment on their questions or problems.
 - d. The School Board will take questions and problems under advisement and issue responses after due deliberation, usually at the next meeting.

- e. If questions or problems relate to personalities, the School Board may go into executive session to receive such presentations.
- f. In cases of emergency, of which the Superintendent and/or School Board shall be the judge, stipulations concerning prior conferences and appointments may be dispensed with by unanimous vote of the School Board members present.

School Board Agenda Items

While public comment on any issue will be taken at the board's regular monthly meeting, public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official board action.

Any individual may speak on a school related subject, or on his/her own behalf, or on behalf of an organization as its official representative, at a time on the agenda specified for delegations. At the outset of the meeting the Chairperson of the School Board may ask if any delegation wishes to be called on at a time when a specific agenda item is to be discussed by the School Board. Delegates are expected to be as concise as possible and are not expected to enter into debate or actual deliberations of the School Board. The Board may question delegates for purposes of clarification and information but are not expected to enter into debate with delegates.

Legal Reference: MSA 471.705

Adopted: 06-09-1970 ISD 709
 Revised: 06-20-1995
05-20-2008 ISD 709

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.
- E. Persons who wish to make a complaint regarding a disability discrimination matter may refer to District Policy [103 Complaints - Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures and form(s).

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education
 Office of Civil Rights, Region V
 500 W. Madison Street - Suite 1475
 Chicago, IL 60661
 312-730-1560
 TDD: 312-730-1609

MN Department of Human Rights
 540 Fairview Ave N, Ste. 201
 St. Paul, MN 55104
 800-657-3704

651-296-5663
TDD: 651-296-1283

III. COORDINATOR

Persons who have questions or comments should contact the Office of the Assistant Superintendent, 215 N. 1st Ave E, Duluth, MN 55802, (218)336-8739, jeffrey.horton@isd709.org anthony.bonds@isd709.org. The Assistant Superintendent, ~~Jeffrey Horton~~ **Anthony Bonds**, is the school district's Americans with Disabilities Act/Section 504 coordinator.

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
ISD 709 Policy 103 Complaints - Students, Employees, Parents, Other Persons

Adopted: 12-20-2016
Revised: **9-17-2019 ISD 709**
Second Reading: 10-20-2020