

Consent Agenda - Regular School Board Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Tuesday, September 21, 2021
 Historic Old Central High School - Board Room, 2nd Floor
 215 N 1st Ave E
 Duluth, MN 55802
 6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- | | |
|---|----|
| 1) Regular School Board Meeting - August 17, 2021 | 3 |
| 2) Special Meeting Closed Session Re: Expulsion - August 24, 2021 | 11 |
| 3) Special Closed Session Re: Negotiations - August 24, 2021 | 13 |
| 4) Special Meeting Re: ALC/AEO Relocation - September 2, 2021 | 14 |

B. Approval of Resolutions

- 1) Human Resources
- 2) Finance
 - a. B-9-21-3836 - Acceptance of Donations
 - b. B-9-21-3837 - Maximum Levy Certification
 - c. B-9-21-3838 - Regarding the Issuance of Taxable General Obligation Facilities Maintenance Bonds, Series 2021D
 - d. B-X-21-XXXX - PLACEHOLDER
- 3) Other

C. Approval of Action Items

- 1) Human Resources
 - a. Staffing Report
 - b. Other Action Items
- 2) Finance
 - a. Financial Report
 - b. Bids, RFPs and Quotes
 - (1) Bid 1294 - Construction of Facilities Building
 - (2) Bid 1295 - Construction of District Service Center & Transportation Center
 - c. Contracts, Change Orders, Leases
 - (1) AT&T (400 hotspot devices for 12 months for \$126,348)
 - (2) Change Order 2 - Bid 1292 - Duluth Preschool's Nature Playscapes - Laura MacArthur, Myers-Wilkins and Piedmont
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
- 4) Other
 - a. Diploma Requests - None
 - b. Field Trip Requests - None
 - c. Data Sharing Agreements

15

It is requested that the following organizations be granted access to the Student Information System to support District functions from July 1, 2021 to June 30, 2022: The College of St. Scholastica, Trio Talent Search; The College of St. Scholastica, Upward Bound

D. Approval of Policy Readings

- 1) First Readings
- 2) Second Readings
- 3) Annual Review

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) Monthly Committee of the Whole - August 24, 2021
- 2) Policy Committee - September 9, 2021 - Canceled
- 3) Human Resources/Finance Committee - September 14, 2021

Minutes of the Regular School Board Meeting

3

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, August 17, 2021

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
Jackie Dolentz, Secretary

Student Representatives:

Stella Schutz

Others Absent:

Student Rep. Aliyah Bartling

- Chair Lofald called the Regular School Board meeting August 17, 2021 to order at 6:31 p.m.

M-Trnka, S-Loeffler-Kemp, to approve the agenda as presented. Upon a vote on the agenda as amended, the same was approved – unanimously.

School and Community Recognition

August 2021

Anthony Bonds:

Members of the Board, this month it's my pleasure to present for recognition Aubrie Hoover, Public Health Educator for St. Louis County Public Health & Human Services.

Ms. Hoover has become an essential member of our response team as our school district continues to navigate the COVID 19 pandemic.

It is important that everyone in our school community take steps to reduce COVID-19 transmission so students can learn in-person, full-time this year.

Doing so in a thoughtful, strategic way requires reaching out to people with experience, training and expertise in public health.

Ms. Hoover is one such professional, generously sharing her knowledge and providing guidance on an almost daily basis.

Ms. Hoover works in partnership with our COVID Lead Crystal Diehl. They consult with Superintendent Magas. They attend meetings to provide public health information to staff and families. They assist us in making tough decisions under often challenging conditions.

They continue to closely monitor the situation and review information as it comes from the CDC and the Minnesota Department of Health. And they help us understand and incorporate that information into what we do.

They work not only with us but with cities and townships, other school districts and the medical community.

Ms. Hoover - Your service and support for our schools, students, families and staff are deeply appreciated. Thank you for your ongoing work to ensure what we do keeps our schools and community safe.

Public Comments

August 2021

Todd Holmstrom, 5334 Idlewood Street, spoke to the school board regarding student face coverings for the upcoming school year.

Sarah Mikesell, 412 Hastings Drive, spoke to the school board regarding student face coverings for the upcoming school year.

Jennifer Dessick, 4914 Wyoming Street, spoke to the school board regarding student face coverings for the upcoming school year.

Jubilee Bond, 15303 Belmont Rd, spoke to the school board regarding student face coverings for the upcoming school year.

Communications, Petitions, Etc.

August 2021

Chair Lofald stated that were no communications received.

Superintendent's Report

August 2021

Student Representative Stella Schutz (East): East recently had a senior planning night for this year's seniors. Some senior athletes have committed to local colleges and universities. Fall sports and captain practices are underway! The two student government groups went on some short annual retreats with the new members to build comradery. Potential National Honor Society members have been notified, meetings are set to begin in September. After a few weeks of captain's practices fall sports have officially started. Hound Pack, the group of upper classmen responsible to help freshman acclimate to high school have their first official training coming up. East will host a vaccine clinic on August 25th, on the same day as jump start.

Superintendent Magas gave a return to learn update, discussed the safe learning and operational plans for the 2021-22 school year, upcoming contract negotiations and answered questions.

Chair Lofald reviewed the schedule of meetings.

Monthly Committee of the Whole Report

August 2021

There was no Monthly Committee of the Whole meeting in August.

Policy Committee Report

August 2021

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

Human Resources/Finance Committee Report

August 2021

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

Consent Agenda

August 2021

M-Trnka, S-Loeffler-Kemp, to approve the Consent Agenda as presented. Upon a vote on the consent agenda as presented, the same was approved – unanimously.

Special Resolutions/Other Action Items

August 2021

Member Loeffler-Kemp presented the resolution:

Health and Safety Measures for the 2021-2022 School Year

WHEREAS, Minnesota Statutes Section 123B.09 vests the care, management, and control of independent districts in the school board; and

WHEREAS, the Superintendent of Independent School District 709 [hereinafter the “Superintendent”] is responsible for the management of the schools, the administration of all School District policies, and is directly accountable to the School Board; and

WHEREAS, when responsibilities are not specifically prescribed nor School District policy applicable, the Superintendent shall use personal and professional judgment, subject to review by the School Board, pursuant to School District Policy 302, *Superintendent*; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown time; and

WHEREAS, the Minnesota Department of Education (“MDE”) has issued and may continue to issue written guidance for Minnesota schools on educational issues related to COVID-19; and

WHEREAS, the MDH has issued and may continue to issue written guidance for Minnesota schools on public health issues related to COVID-19; and

WHEREAS, the Superintendent and the administration of the School District have conferred with the School Board regarding COVID-19 health and safety measures, the current CDC, MDE, and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the Superintendent has recommended to the School Board that the health measures below be enacted beginning with the commencement of the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 709 as follows:

Section 1: The Superintendent is hereby directed to implement the health and safety measures to open the 2021-2022 school year:

Section 2: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement different health and safety measures for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of different health and safety measures is necessary, and that constraints of time and public health considerations render it impractical to hold a School Board meeting to approve the implementation. The health and safety measures selected and implemented by the Superintendent shall continue in effect unless and until the School Board, in consultation with the Superintendent and appropriate school district staff and public health officials, deems it in the best interest of the School District and its students to eliminate or implement different health and safety measures

Section 3: The Superintendent will provide regular updates to the School Board regarding the School District's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively.

Health & Safety Measures

At this time, the Center for Disease Control (CDC) and Minnesota Department of Health (MDH) have strongly recommended that all students and staff in K-12 wear face coverings.

I. PURPOSE

The purpose of this resolution is to establish requirements for employees, students, and other persons (including visitors, guests, contractors, etc.) present on school property to wear face coverings in classrooms, preschool, child care settings and other indoor areas, when deemed necessary, in order to minimize exposure to COVID-19.

II. GENERAL OF STATEMENT

- A. Face coverings are meant to protect other people in case the wearer does not know they are infected.
- B. Unless an exception described in Part IV below applies, all students, staff, and other people present indoors in school buildings and district offices or riding on school transportation vehicles are required to wear a face covering.
- C. A violation of these measures occurs when any student, staff, or other person present in a school building, in the school district office, or on a school transportation vehicle fails to wear a face covering, unless an enumerated exception applies.

III. DEFINITION OF FACE COVERING

- A. A face covering must be worn to cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. The following are included in the definition of face covering:
 - 1. Paper or disposable mask;
 - 2. Cloth face mask;
 - 3. Scarf;
 - 4. Neck gaiter;
 - 5. Bandana;
 - 6. Religious face covering; and
 - 7. Medical-grade masks and respirators
- B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should extend below the chin anteriorly, to the ears laterally, and there should be no exposed gap between the forehead and the shield's headpiece.
- C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

IV. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING

Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.

A. A face shield may be used as an alternative to a face covering in the following situations:

1. A student in grades kindergarten through eighth grade may wear a face shield when wearing a face covering is problematic.
2. A teacher of any grade level may wear a face shield when wearing a face covering may significantly impede the educational process.
3. Staff, students, or visitors who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition may wear a face shield instead of a face covering.
4. Staff providing direct support student services may wear a face shield instead of a face covering when a face covering would significantly impede the service being provided.

B. Staff, students, and other people present in school buildings or in district offices may temporarily remove their face covering or face shield in the following situations:

1. When engaging in classes or activities conducted outdoors, though people participating in these activities should try to maintain three feet of distance to the extent possible;
2. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
3. Children age 2 years and older while within a school building or district office;
4. When the wearer needs to remove their face covering to eat or drink, though care should be taken to maintain as much space as possible between people while doing so;
5. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument, though people participating in these activities should try to maintain three feet of distance to the extent possible;
6. When required by school staff for the purposes of identification;
7. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction;
8. Staff working in communal spaces that have barriers such as Plexiglas or cubicle walls between employees that are above face level; or
9. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult, provided that social distancing is maintained to the extent possible.

V. IMPLEMENTATION

A. The school district will provide face coverings and/or face shields to employees and students. Employees and students may choose to wear their own face covering

as long as it covers the nose and mouth. To the extent practicable, the school district will maintain an extra supply of face coverings for people who forget to bring their face covering.

- B. The school district will teach and reinforce the use of face coverings and/or face shields for students and staff throughout the school day, including on transportation vehicles, inside school buildings, and generally when on school grounds.
- C. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and the accommodation to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- D. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct as written in the student/family handbook.

VI. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with these measures are necessary.
- B. Employees who fail or refuse to comply with these measures may be subject to discipline, as appropriate, up to and including the termination of employment.
- C. Students who fail or refuse to comply with these measures may be subject to discipline as per the code of conduct.

Cross References: MSBA/MASA Model Policy 807 (Health and Safety Policy) MSBA/MASA Model Policy 504 (Student Dress and Appearance)

Note: The Minnesota Department of Health issued the following:

<https://www.health.state.mn.us/diseases/coronavirus/schools/schoolrecs.pdf>

Note: The Center for Disease Control issued the following: Given new evidence on the B.1.617.2 (Delta) variant, CDC has updated the [guidance for fully vaccinated people](#). CDC recommends universal indoor masking for all teachers, staff, students, and visitors to K-12 schools, regardless of vaccination status. Children should return to full-time in-person learning in the fall with layered prevention strategies in place.

M-Loeffler-Kemp, S-Trnka, to approve Resolution SP-8-21-3834 – Health and Safety Measures for the 2021-2022 School Year.

Discussion took place regarding the resolution.

M-Loeffler-Kemp, S-Durick Eder, to amend VI.C. to read: may be subject to discipline or removal from school property as per the code of conduct.

Discussion continued on this resolution.

Upon a vote, the amended resolution was approved – unanimously.

Other
August 2021

There will be a Special Meeting on August 24, 2021.

Chum and several other community partners are sponsoring a back-pack distribution event from 10am – 2pm at the DECC on August 24, 2021.

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

Chair Lofald adjourned the Regular School Board Meeting of August 17, 2021 at 8:58 p.m.

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

Tuesday, August 24, 2021

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 August 24, 2021 to order at 6:03 p.m.

Chair Lofald read the following statement:

The next item on the agenda is the proposed expulsion of a student enrolled in Independent School District No. 709, Duluth Public Schools. In order to consider the proposed expulsion, the Board must review and discuss educational data regarding the student. The Open Meeting Law, Minnesota Statutes section 13D.05, subdivision 2(a)(3), states that any portion of a meeting must be closed if educational data are discussed. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed for the purpose of considering the proposed expulsion of a student.

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

Recess to Closed Session at 6:05 p.m.

Reconvene to Open Session at 6:50 p.m.

Member Lofald presented the resolution:

RESOLUTION EXPELLING A STUDENT

WHEREAS, written notice of the proposed expulsion of a student was served upon the student and the student’s parents in compliance with the Minnesota Pupil Fair Dismissal Act;

WHEREAS, a hearing on the proposed expulsion was held before Independent Hearing Officer Kevin M. Beck (“Hearing Officer”) on August 13, 2021;

WHEREAS, the Hearing Officer proposed a recommendation, including Findings of Fact and Conclusions, to the School Board regarding the proposed expulsion;

WHEREAS, the School Board has reviewed the proposed Findings of Fact, Conclusions, and Recommendation; and

WHEREAS, the written notice of the proposed expulsion, the name of the student proposed for expulsion, and the proposed Findings of Fact, Conclusions, and Recommendation are private educational data under the Minnesota Government Data Practices Act;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The School Board hereby accepts and adopts the proposed Findings of Fact, Conclusions, and Recommendation as the basis for its decision.
2. The School Board hereby expels the student from Duluth Public Schools for the 2021-22 school year.
3. The Superintendent, or his designee, is directed to mail the following to the student and to the student's parents: a copy of this Resolution; a copy of the Findings of Fact, Conclusions, and Recommendation; and a letter stating that the student has been expelled effective August 26, 2021 and may apply for enrollment effective at the conclusion of the 2021-22 school year.
4. The Superintendent, or his designee, is directed to identify the alternative educational services that are available to the student during the period of expulsion, if the student wishes to take advantage of them.
5. The Superintendent, or his designee, is directed to make an electronic report of this expulsion to the Commissioner of the Minnesota Department of Education within thirty calendar days as required by Minnesota Statutes section 121A.53.

E-8-21-3835

August 24, 2021

M-Durick Eder, S-Trnka, to approve Resolution E-8-21-3835 – Resolution expelling a student. 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 August 24, 2021 at 6:53 p.m.

Minutes of the Special School Board Meeting

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

Tuesday, August 24, 2021

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 August 24, 2021 to order at 7:03 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed.

M-Kirby, S-Trnka, to adjourn to closed session. Upon a vote, the same was approved - unanimously.

Chair Lofald adjourned the Special School Board Meeting of August 24, 2021 at 7:04 p.m.

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

Thursday, September 2, 2021

Members Present:

Rosie Loeffler-Kemp
Jill Lofald
David Kirby
Alanna Oswald
Paul Sandholm (participated remotely)

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 2, 2021 to order at 4:06 p.m.

Superintendent Magas presented information on the search for a temporary space for the ALC/AEO relocation and recommended moving forward with the Tech Village site.

M-Lofald, S-Kirby, to direct administration to negotiate and execute a lease agreement with A & L Properties, for 11 East Superior Street as a temporary location for the Area Learning Center (ALC).

Discussion took place regarding the motion.

Upon a vote, the same was approved 4-1 as follows:

Yea: Loeffler-Kemp, Lofald, Kirby, Oswald

Nay: Sandholm

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

Chair Lofald adjourned the Special School Board Meeting of September 2, 2021 at 5:02 p.m.

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

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE COLLEGE OF ST. SCHOLASTICA, TRIO TALENT SEARCH is entered into as of July 1, 2021 (“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 2021-2022 school year; and

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

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

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

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

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

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

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

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

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

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

 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its 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

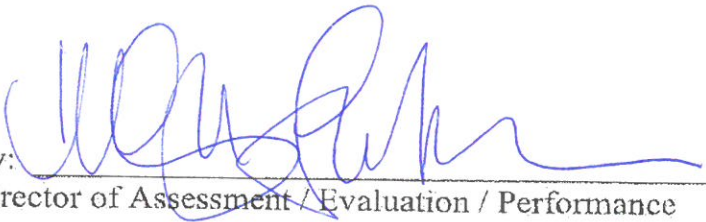
to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual 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 been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as 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. Stat. § 13.43, subd. 2, Requesting

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

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2022. On July 1, 2022, 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: 9.2.2021 By: 
 Director of Assessment / Evaluation / Performance

DATE: 6/9/01/2021 By: Lisa Halcore Lisa Halcore
 Title: TRIO Talent Search Advisor
 Phone: (218) 340-2772 lhalcore@css.edu
(218) 723-6331

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

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

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND, is entered into as of July 1, 2021 ("Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2021-2022 school year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

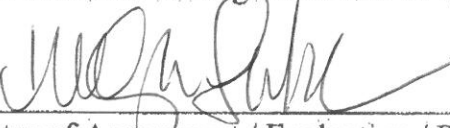
providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

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

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2022. On July 1, 2022, 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: 9-16-21

By: 
Director of Assessment / Evaluation / Performance

DATE: 9-16-21

By: AMY GALAROWICZ

Title: DIRECTOR, UPWARD BOUND

Phone: 218-723-6760

DATE: _____

By: _____
School Board Chair, Duluth School District 709