



Clay County (Minn.):
Independent School District
No. 152 (Moorhead).

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5-M9-805
4-12-04

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting
Board Room - Townsite Centre
810 Fourth Avenue South

April 12, 2004

7:00 p.m.

MISSION STATEMENT: To develop the maximum potential of every learner to thrive in a changing world.

ATTENDANCE:

Lisa Erickson _____	Mike Siggerud _____
Cindy Fagerlie _____	Kristine Thompson _____
Sonia Hohnadel _____	Bill Tomhave _____
Carol A. Ladwig _____	Larry P. Nybladh _____

AGENDA

1. **CALL TO ORDER**

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Larry P. Nybladh, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of Ken Welken, math teacher at Moorhead Junior High, for being recognized at the Minnesota MathCounts state competition for setting a new record by bringing a team to the state competition for 15 years. Welken was recognized for this outstanding record of educational service at the 21st annual state competition held March 19-20, 2004.

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***** We Are Proud** of Jay Thoreson for capturing the Section 8 wrestling crown and advancing to the Minnesota State Wrestling Tournament in St. Paul. Jay, a sophomore, competed in the 152 pound weight class. The Wrestling coach is Paul Larson.

- E. Matters Presented by Citizens/Other Communications
(Non-Agenda Items)

2. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine, and have been made available to the Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a board member or citizen so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

- A. TEACHING/LEARNING MATTERS - Kovash
 - (1) Acceptance of Gifts - Page 11
 - (2) Approval of Funding - Pages 12-13
- B. BUSINESS SERVICE MATTERS - Weston
- C. HUMAN RESOURCE MATTERS- Nielsen
 - (1) Approval of New Employee - Page 14
 - (2) Acceptance of Resignations - Page 15
 - (3) Approval of Leave of Absences - Page 16
 - (4) Approval of Sabbatical Leave - Page 17
- D. SUPERINTENDENT MATTERS - Nybladh
 - (1) Approval of March 8 and 22, 2004 Meeting Minutes - Pages 18-31
 - (2) Approval of April Claims

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Suggested Resolution: Move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____
Comments _____

3. **COMMITTEE REPORTS**

4. **SCHOOL BOARD/STAFF DIALOGUE:** Kovash

(This section is an effort on the part of the Board to communicate more informally at the first meeting of each month with the invited staff representatives on a wide variety of programs and issues.)

Summer Programs - Kovash
Pages 32-44

5. **APPROVAL OF POLICY:** Kovash
Pages 45-53

Suggested Resolution: Move to approve policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented.

Moved by _____ Seconded by _____
Comments _____

6. **APPROVAL OF POLICY:** Kovash
Pages 54-58

Suggested Resolution: Move to approve policy, Maltreatment of Vulnerable Adults (535), as presented.

Moved by _____ Seconded by _____
Comments _____

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7. **APPROVAL OF POLICY:** Kovash

Pages 59-64

Suggested Resolution: Move to approve policy, Moorhead Area Public School District State Mandated Testing Plan and Procedure (660), as presented.

Moved by _____ Seconded by _____

Comments _____

8. **APPROVAL OF POLICY:** Kovash

Pages 65-67

Suggested Resolution: Move to approve policy, Safety and Security Technology (712), as presented.

Moved by _____ Seconded by _____

Comments _____

9. **APPROVAL OF POLICY:** Kovash

Pages 68-70

Suggested Resolution: Move to approve policy, Public Gifts to the School District (834), as presented.

Moved by _____ Seconded by _____

Comments _____

10. **APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON UNREQUESTED LEAVE OF ABSENCE:** Nielsen

Pages 71-72

Suggested Resolution: Move to approve the following resolution:

WHEREAS, the School Board of Independent School District No. 152 adopted a resolution proposing placement of the following tenured teachers on unrequested leave of absence:

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<u>Name</u>	<u>License</u>	<u>FTE</u>
Dorian Boe	Elementary Ed	1.00
Orella Olson	Elementary Ed	1.00
Pat Haugen	Elementary Ed	1.00
Sayra Crary	ESL	1.00
Lisa Hustad	EBD/LD	<u>1.00</u>
TOTAL		5.00

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 152 that the above named tenured teachers are hereby placed on unrequested leave of absence as a teacher of Independent School District No.152 on the grounds of discontinuance of position, lack of pupils and financial limitations, effective at the end of the 2003-2004 school year on June 30, 2004 pursuant to Minnesota Statutes, Sec 122A.40, subd. 11 and Article 23, Section 1 and 2 of the 2003-2005 Teacher Master Agreement.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teacher by certified mail or personally and that an affidavit of same be placed in his/her file, together with a copy of the notice and resolution.

Moved by _____ Seconded by _____
Comments _____

11. APPROVAL OF RESOLUTION FOR TERMINATION OR REDUCTION OF NON-LICENSED POSITIONS: Nielsen

Pages 73-76

Suggested Resolution: Move to direct the administration to effect termination or reduction of non-licensed employee positions as provided under Minnesota Statute 123B.02 and in accordance with contract provisions for the following positions:

Termination and Non-Renewal of Employment

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Cheryl Adams	.385	Paraprofessional
Cheryl Adams	.50	Secretary
Julie Anderson	1.00	Secretary
Janet Arnold	1.00	Secretary

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Patricia Beach	1.00	Secretary
Bonnie Beedy	1.00	Paraprofessional
Dottie Biffert	.50	Food Service
Shirley Bouchard	1.00	Secretary
Mary Broten	.50	Paraprofessional
Debra Buth	.7692	Paraprofessional
Leah Christie	1.00	Paraprofessional
Nancy Dampier-Nizzi	.75	Food Service
Jeanne Erickson	.8125	Secretary
Mary Flickinger	.50	Secretary
Diane Hanson	1.00	Secretary
Brenda Helland	1.00	Paraprofessional
Bonita Hellerstadt	1.00	Secretary
Michael Hennessy	1.00	Paraprofessional
Kelsy Jenkins	.7692	Paraprofessional
Robert Jones	1.00	Paraprofessional
Rebecca Lee-Hunt	.615	Paraprofessional
Ellie Nettetstad	1.00	Paraprofessional
Steve Osvold	1.00	Paraprofessional
Ryan Parker	1.00	Paraprofessional
Jennifer Peterson	1.00	Paraprofessional
Aisha Salih	.594	Food Service
Bea Salverson	.50	Non-Aligned
Melissa Swenson	.7692	Paraprofessional

Reduction of Employment

Anne McLarnan	1.00 FTE to .50 FTE
Peggy Haugstad	1.00 FTE to .625 FTE

Job Class Reduction

Steve Huebner	B31 to A13	Custodian
Jerome Mogard	B31 to A13	Custodian
Virginia Ingebretson	A13 to A12	Custodian

Moved by _____ Seconded by _____
Comments _____

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12. APPROVAL TO ADVERTISE FOR BIDS FOR ELECTRONIC MESSAGE

BOARDS: Weston

Pages 77-78

Suggested Resolution: Move to approve the advertisement of bids for electronic message boards as related to the school district's monumental site signage plan.

Moved by _____ Seconded by _____
Comments _____

13. APPROVAL OF MOORHEAD COMMUNITY ACCESS TELEVISION PROPOSAL:

Kovash

Pages 79-100

Suggested Resolution: Move to approve the shared facilities use agreement with Moorhead Community Access Television and Moorhead Independent School District #152 for the time period April 2004 - April 2014.

Moved by _____ Seconded by _____
Comments _____

14. APPROVAL OF WASHINGTON SCHOOL DEMOLITION BID PACKAGE: Weston

Pages 101-102

Suggested Resolution: Move to approve allowing Schipper Construction to withdraw their bid in the amount of \$114,500.00 for the demolition work at Washington Elementary School.

Moved by _____ Seconded by _____
Comments _____

Suggested Resolution: Move to approve the bid from Landwehr Construction in the amount of \$187,983.00 for the demolition work at Washington Elementary School.

Moved by _____ Seconded by _____
Comments _____

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15. **APPROVAL TO ADVERTISE FOR HIGH SCHOOL SWIMMING POOL**

REPLACEMENT BIDS: Weston

Pages 103-109

Suggested Resolution: Move to approve the advertisement of a swimming pool replacement bids at Moorhead High School.

Moved by _____ Seconded by _____
Comments _____

16. **APPROVAL OF THE ADVERTISEMENT OF THE REQUEST FOR PROPOSAL FOR THE SALE OF EXCESS LAND AT REINERTSEN ELEMENTARY:**

Weston

Pages 110-115

Suggested Resolution: Move to approve the advertisement of the Request for Proposal for the sale of excess land at Reinertsen Elementary as shown and legally described within the attachment.

Moved by _____ Seconded by _____
Comments _____

17. **APPROVAL OF SALE OF PROPERTY AT HORIZON MIDDLE SCHOOL:** Weston

Pages 116-119

Suggested Resolution: Move to authorize administration to negotiate the sale of Tracks A and B of Lot 1 of the Middle School Addition (Horizon Middle School site) as described in the attachments.

Moved by _____ Seconded by _____
Comments _____

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18. **APPROVAL OF SALE OF PROPERTY TO THE CITY OF MOORHEAD:** Weston
Pages 120-122

Suggested Resolution: Move to approve the sale of Lots 2 and 3 of Block 1 of the South Elementary School Addition (S.G. Reinertsen Elementary School site) as well as Lot 2 of Block 1 of the Middle School Addition (Horizon Middle School site) and its improvements in the amount of \$181,097.05 to the City of Moorhead.

Moved by _____ Seconded by _____
Comments _____

19. **NWEA/MAP TEST ASSESSMENT:** Kovash
Pages 123-129

Suggested Resolution: Move to approve the MAP assessment as a part of the Moorhead Area Public School testing plan.

Moved by _____ Seconded by _____
Comments _____

20. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**

21. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 12, 2004**PAGE 10****CALENDAR OF EVENT**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Basic Skills Test Re-Take (Grade 12 Math)	April 14		
Basic Skills Test Re-Take (Grade 12 Reading)	April 15		
Health/Safety/Wellness Com	April 15	9:30 am	Townsite Centre
Supt's Adv Council	April 15	7 pm	Board Room
HS PTAC	April 19	6:30 pm	Library
Probstfield PTAC	April 19	7 pm	Library
Com Ed Appreciation Event	April 20	6:30 pm	Board Room
Riverside PTAC	April 20	7 pm	Library
Interagency Early Interv Com	April 21	12 pm	Family Service Center
Clay Cnty Jt Powers Collab	April 21	3:30 pm	Family Service Center
Instr and Curr Adv Com	April 22	7-8:30 am	Board Room
School Board	April 26	7 pm	Board Room
Technology Com	April 27	3:45 pm	Townsite Centre
Activities Council	April 28	7 am	Board Room
 School Board	 May 10	 7 pm	 Board Room
School Board	May 24	7 pm	Board Room

OFFICE OF TEACHING & LEARNING MEMO #: I.04.124



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Gift Acceptance
DATE: March 26, 2004

Occupational Therapy at Moorhead Junior High has received a donation of a small Rifton Pacer from Carmen Bowden. A Rifton Pacer is a gait trainer that is used to assist children with physical disabilities to walk. It provides support similar to a walker, but has the capacity to be adjusted to many different levels for children to develop walking and/or standing skills. It is also easily adapted to different sized children with different levels of abilities. The Rifton Pacer has an estimated value of \$900.00.

SUGGESTED RESOLUTION: Move to approve the gift of the Rifton Pacer from Carmen Bowden and request the board to forward a thank you letter to:

Carmen Bowden
514 5th St NW
Dilworth, MN 56529

LAK/kmr

OFFICE OF TEACHING & LEARNING MEMO #: I.04.123



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Carl Perkins Funding
DATE: March 22, 2004

The district has received funding to purchase the following:

Instructional Materials:

(38) student textbooks *"Nutrition, Food and Fitness"*, 1 teachers edition, 1 student activity guide, 1 teachers resource guide, 1 teachers resource CD; *"Personal Best"* CD, *"Food: A Handbook of Terminology, Purchasing, and Preparation"* reference book, and *"Computer Projects for Family and Consumer Sciences"* resource guide.

The total award is \$1,726.65 from the Lakes Country Carl D. Perkins and Tech Prep Consortia and the material is to be used only by the Family and Consumer Science Department at Moorhead High School.

SUGGESTED RESOLUTION: Move to approve the Carl D. Perkins funding for \$1726.65 to be used by the Family and Consumer Science Department at Moorhead High School for instructional materials.

LAK/kmr



MAR 19 2004

Lakes Country Service Cooperative

DuWayne Balken, Executive Director

1001 East Mount Faith • Fergus Falls, MN 56537

Telephone: 218-739-3273 • Fax: 218-739-2459 • Website: www.lcsc.org

To provide and promote the development of quality services that are sensitive and responsive to customers' needs

March 18, 2004

To: Nicole Odegard
Moorhead High School

From: Inger Churchill
Carl Perkins/Tech Prep Specialist

RE: APPROVED INSTRUCTIONAL MATERIALS REQUEST

The following request for instructional materials has been approved for funding by the Lakes Country Carl D. Perkins and Tech Prep Consortia:

Instructional Materials: "Nutrition, Food and Fitness" 38 student textbooks, 1 teacher edition, 1 student activity guide, 1 teacher's resource guide, 1 teachers resource CD; "Personal Best" CD, "Food: A Handbook of Terminology, Purchasing, and Preparation" reference book, and "Computer Projects for Family and Consumer Sciences" resource guide.

Vendor(s): Goodheart Willcox Publishers

These items are in the process of being purchased by the Lakes Country Carl D. Perkins and Tech Prep Projects at the Lakes Country Service Cooperative for the total award of \$1,726.65 and will be shipped directly to your attention at Moorhead High School. Upon their receipt, you must FAX the packing slip to Inger Churchill at Lakes Country Service Cooperative, at 218-739-2459. Please be reminded that these materials are purchased for and are to be used ONLY by the Family and Consumer Science Department at Moorhead High School. Any other use is in violation of the federal Carl D. Perkins funds with which they were purchased. Please feel free to contact me at 1-800-739-3273, if you have any questions about your award.

Congratulations on your instructional materials acquisition! I hope that you will find that this award will significantly enhance the attainment of technical skills for students at Moorhead High School.

CC Larry Nybladh, Superintendent
Dave Lawrence, Principal

Chairperson
David Schomack, Perham

Mike Boen, At-Large
Barry Bergern, Battle Lake
Supt. Janet Mohr, Ex-officio, Frazee/Vergas

Vice Chairperson
Norman Kolstad, Underwood

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HUMAN RESOURCE

MEMO #: HR .04.192



TO: Dr. Larry Nybladh
FROM: Ron *RN*
SUBJECT: New Employee
DATE: March 31, 2004

The administration requests approval of the employment of the following person subject to satisfactory completion of federal, state and school district statutes and requirements.

Kevin Pavola Custodian, Jr. High, A13 (4) \$11.65 per hour, effective March 31, 2004
(Replace Tom Oelrich)

SUGGESTED RESOLUTION: Move to approve the employment of Kevin Pavola as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .04.193



TO: Dr. Larry Nybladh
FROM: Ron [Signature]
SUBJECT: Resignation
DATE: March 31, 2004

The administration requests the approval of resignation of the following people.

Deborah Hooker Secretary, Washington Elementary, effective June 10, 2004

Dana Cossette Health Tech, Washington Elementary, effective April 8, 2004

SUGGESTED RESOLUTION: Move to approve the resignation of Deborah Hooker and Dana Cossette.

RN/smw

HUMAN RESOURCE

MEMO #: HR .04.194



TO: Dr. Larry Nybladh
FROM: Ron Mcken
SUBJECT: Leave of Absence
DATE: March 31, 2004

The administration requests an Leave of Absence for the following people:

Nahro Hamad Paraprofessional, Sr. High, for six months

SUGGESTED RESOLUTION: Move to approve the requests for Leave of Absence Nahro Hamad pursuant to Article VIII, Section 8 of the Master Agreement for Paraprofessionals.

RN/smw

HUMAN RESOURCE**MEMO #: HR .04.196**

TO: Dr. Larry Nybladh
FROM: Ron Nielsen
SUBJECT: Sabbatical Leave Request
DATE: April 6, 2004

The Sabbatical Leave Committee, at a meeting held on April 5, 2004, moved to recommend sabbatical leave for the full year to Paula Frazee-Sperling to pursue a masters degree for Media Specialist.

Annually by contract, \$25,000 is allocated for Sabbatical Leaves for Teachers. Teachers are paid 66.7% of their regular contract. Sabbatical leave costs are calculated using the following net cost computation: The teacher's sabbatical leave salary, plus replacement teacher's salary, plus fringes for both, minus teacher's salary and fringes if not on sabbatical.

Monies available for 2004-2005			\$32,241.00	
Actual Salary	Name	Sabbatical Pay	Sub Cost	Sabbatical Cost & Replace
\$46,788.00	Paula Frazee-Sperling	\$31,208.00	\$35,441	\$66,649.00

Sabbatical Leave Cost for the 2004-2005 school year:
 $\$31,208 + \$35,441 = \$66,649 - \$46,788 = \$19,861$

SUGGESTED RESOLUTION: Move to approve the sabbatical leave for Paula Frazee-Sperling as presented.

RN/smw

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TOUR OF HORIZON MIDDLE SCHOOL: Kevin Rentz (Kraus-Anderson Construction Management) and Tim Zerr (Zerr Berg Architects) provided a tour of S.G. Reinertsen Elementary School. District attendees included: Dr. Larry P. Nybladh, Lisa Erickson, Cindy Fagerlie, Sonia Hohnadel, Carol A. Ladwig, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Pam Gibb.

MEMBERS PRESENT: Lisa Erickson, Cindy Fagerlie, Sonia Hohnadel, Carol A. Ladwig, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Larry P. Nybladh.

MEMBERS ABSENT: None.

CALL TO ORDER: Chairwoman Thompson called the meeting to order at 7 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Superintendent Nybladh recommended the agenda proceed as presented noting change in meeting date of the Instruction and Curriculum Advisory Committee.

APPROVAL OF AGENDA: Erickson moved, seconded by Tomhave, to approve the agenda as presented. Motion carried 7-0.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

CONSENT AGENDA: Hohnadel moved, seconded by Ladwig, to approve the following items on the Consent Agenda:

Grant Application Amendment - Approve the amendment for Learner Options Discretionary Funds for an increase of \$10,395.31.

Grant Application - Approve the grant application for Migrant Education Summer Programs in the amount of \$61,321.58. The funding request includes \$56,551.20 for the Day Program and \$4,770.38 for the Evening Program.

Gifts - Accept the donation of 160 scientific calculators from the Target Store for use at George Washington Elementary School. Accept the donation of \$1,540 from Wells Fargo Bank through

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the Team Up for Ours School Program that donated up to \$30 for each new checking account and related services which were opened during the summer months. The donation will be used for district classroom technology equipment.

Statement of Assurances - Approve the Care and Treatment Statement of Assurances for General, Special Education, and Fiscal Standards with the Minnesota Department of Education. The statute amendment defines the scope of the school district and clarifies specific educational rights students have when they are placed for care and treatment. It sets clear expectations for school districts that are responsible for the education of students placed for care and treatment within their boundaries.

New Employees

Steven Osvold - Paraprofessional, Probstfield, effective January 27, 2004, 6.5 hours per day, B21 (0-2) \$11.52 per hour. (Replace Jeanette Grinde)

Resignations

Tom Oelrich - Custodian, Jr. High, effective March 5, 2004

Elizabeth LeQuire - Registrar, Red River Alternative Center, effective March 15, 2004

Family/Medical Leave

Jennifer Garcia - Science Teacher, Sr. High to begin approximately April 19, 2004 for the remainder of the 2003-2004 school year.

Medical Leave

Lisa Bergerson - Paraprofessional, Probstfield, to begin on March 11, 2004 to April 22, 2004.

Minutes - Approve the February 9 and 23, 2004 Meeting Minutes as presented.

Claims - Approve the February Claims, subject to audit, in the amount of \$3,175,200.75.

General Fund:	\$605,503.48
Food Service:	87,943.90
Community Service:	20,365.85
Building Construction	2,461,387.52
TOTAL	\$3,175,200.75

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Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Gifted/Talented Research Study Group, Activities Council, Junior High PTAC, ECFE Advisory Council, City of Moorhead Comprehensive Planning Committee, Joint Powers, and Technology Committee meetings.

SCHOOL BOARD/STAFF DIALOGUE:

(This section is an effort on the part of the Board to communicate more informally at the first meeting of each month with the invited staff representatives on a wide variety of programs and issues.)

Elementary Educational Enhancements - Anne Moyano, Kevin Kopperud and Mary Jo Schmid presented information regarding elementary implementation planning for the 2004-2005 school year. An elementary implementation team has been meeting for the past year to plan for the transition to the new elementary schools.

APPROVAL OF POLICY: Erickson moved, seconded by Fagerlie, to approve policy, employee Use of Facilities for Private Gain (441), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Fagerlie, to approve policy, Cashing Checks Out of Cash Deposits (823), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Hohnadel, to approve policy, Staff Development for Minnesota Academic Standards (652), as presented. Motion carried 7-0.

APPROVAL OF POLICY DELETION: Tomhave moved, seconded by Ladwig, to approve deletion of policy, Record Keeping/Reporting Advising of Student Achievement (Graduation Standards Implementation Policy F and G) (654), as presented. Motion carried 7-0.

APPROVAL OF POLICY DELETION: Hohnadel moved, seconded by Erickson, to approve deletion of policy, Profile of Learning Appeal Process (Graduation Standards Implementation Policy H) (655), as presented. Motion carried 7-0.

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APPROVAL OF POLICY: Fagerlie moved, seconded by Erickson, to approve policy, Basic Standards Testing, Accommodations, Modifications, and Exemptions for Individualized Education Programs (IEPs), Section 504 Accommodation and Limited English Proficiency (LEP) Students (656), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Erickson moved, seconded by Fagerlie, to approve policy, Bullying Prohibition (578), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Tomhave, to approve policy, Attendance Areas (510), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Siggerud, to approve policy, Student Surveys (520), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Siggerud moved, seconded by Erickson, to approve policy, Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds (554), as presented. Motion carried 7-0.

APPROVAL OF POLICY: Hohnadel moved, seconded by Tomhave, to approve policy, Moorhead Public Schools Information Network Acceptable Use and Safety Policy (731), as presented. Motion carried 7-0.

2004-2005 BUDGET REVIEW PRESENTATION: Nybladh provided a review of the 2004-2005 budget noting factors driving the need for budget reductions are continued enrollment decline, inadequate state and federal funding, rising operational costs, state/federal mandates, and the need to maintain the fund balance.

The preliminary budget situation for 2004-2005 is as follows:

Projections:

Beginning Fund Balance	\$ 9,270,540
Revenues	\$43,279,128
Expenditures	\$46,706,102
Deficit	\$(3,426,974)
Ending Fund Balance	\$ 5,843,566

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The 2004-2005 preliminary budget process goals are to minimize increases in class sizes, minimize the impact on educational enhancements, minimize instructional staff reductions beyond right sizing to enrollment decline, balance expenditure reductions and fund balance reduction, and maintain appropriate fund balance to avoid Statutory Operating Debt.

The 2004-2005 preliminary budget assumptions are:

Revenue:

- o \$1.5 million special education excess aid
- o State formula allowance per pupil unit frozen at \$4,601
- o Other state sources increased 2 percent
- o No increase in federal funding
- o Local revenue increased 2 percent

Expenditure:

- o Employee compensation 5 percent increase
- o Other expenditures actual or 3 percent when unknown

The proposed expenditure reductions for 2004-05 are:

K-12 Teachers	19.6 FTE	\$590,800
Paraprofessionals	15.303 FTE	\$188,251
Clerical Staff	14.875 FTE	\$305,583
Non-aligned	0.5 FTE	\$12,000
Assistant Superintendent (transfer to Fund 2)	0.2 FTE	\$22,665

Administrative reductions: Expenditure budget already includes a 2.0 FTE Elementary Principal reduction.

Other proposed 2004-05 expenditure reductions are technology equipment \$380,048, textbooks \$200,000, building discretionary \$26,950, media \$30,000, transportation equipment \$70,000, and supplies \$42,366 for a total reduction of \$1,868,663.

Projections with Expenditure Reductions:

Beginning Fund Balance	\$9,270,540
Revenues	\$43,133,128

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Expenditures	\$45,004,049
Deficit	\$(1,870,921)
Ending Fund Balance	\$7,399,619

Nybladh also reviewed the decision timeline for the 2004-05 Annual Operating Plan: Budget/Staffing.

2004-2005 PRELIMINARY STAFFING PLAN: Kovash reviewed the staffing plan for licensed and non-licensed staff along with a projection for average class sizes. Kovash stated there would be no reductions at the elementary levels to reflect declining enrollments and despite the need for reduction, classes will be at or near the targeted student to teacher ratio.

Tomhave moved, seconded by Hohnadel, to approve the 2004-2005 Preliminary Staffing Plan as presented. Motion carried 7-0.

APPROVAL FOR DISCONTINUING AND REDUCING PROGRAMS AND LICENSED POSITIONS: Erickson moved, seconded by Thompson, to direct administration to recommend reductions in programs and positions as needed to reduce expenditures as a result of declining enrollment and financial limitations. Motion carried 7-0.

APPROVAL FOR DISCONTINUING AND REDUCING PROGRAMS AND NON-LICENSED POSITIONS: Fagerlie moved, seconded by Hohnadel, to direct administration to recommend reductions in programs and non-licensed positions as needed to reduce expenditures as a result of declining enrollment and financial limitations. Motion carried 7-0.

START/END TIMES FOR THE 2004-2005 SCHOOL YEAR: Kovash and Bacon reviewed the start/end times for the 2004-2005 school year noting the criteria used to determine the times for the school day centered on efficiency for the district, efficiency for the school and appropriate time for students.

Scenarios were developed and analyzed. Information on the optimum time for students to be in school, the current schedules and the times that students would be on bus routes were also considered. Transportation drop off and pick up times will be adjusted as the schedules and routes become established. Other factors, such as the school breakfast program will also affect school pick up times.

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Siggerud moved, seconded by Tomhave, to approve the Start/End Times for the 2004-2005 school year as presented. Motion carried 7-0.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Nybladh reported on the Minnesota Department of Finance Special Briefing in St. Paul he attended on March 1. Ladwig, on behalf of the Board, expressed appreciation to administration for providing tours of both new school buildings. Siggerud thanked central office administration and others for their efforts involved in the work and progress made on the new school buildings.

ADJOURNMENT: Hearing no objections, the meeting adjourned at 9:29 p.m.

Carol Ladwig, Clerk

**REGULAR MEETING
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MEMBERS PRESENT: Lisa Erickson, Cindy Fagerlie, Sonia Hohnadel, Carol A. Ladwig, Mike Siggerud, Kristine Thompson, Bill Tomhave, and Dr. Larry P. Nybladh.

MEMBERS ABSENT: None.

CALL TO ORDER: Chairwoman Thompson called the meeting to order at 7 p.m. and led everyone in attendance with the Pledge of Allegiance.

PREVIEW OF AGENDA: Superintendent Nybladh recommended the agenda proceed as revised.

APPROVAL OF AGENDA: Tomhave moved, seconded by Hohnadel, to approve the agenda as revised. Motion carried 7-0.

WE ARE PROUD:

*** **We Are Proud** of the Moorhead Junior High teams for placing first, second, third and fifth in the team competition at the Tri-College Math Contest held March 1 at Concordia College. Individual winners were Andrew Chen capturing first place with a perfect score, Nick Holschuh second, and Sebastian Wai third. Top ten finishers were Jayce Schmidt, Harrison Suits Baer and Paul Lillehaugen.

First place team members were ninth-graders Andrew Chen, Nick Holschuh, Moriah Thielges and Sebastian Wai, eighth-graders Jayce Schmidt, Harrison Suits Baer and Coleman Wagner, and seventh-grader Timothy Lillehaugen.

Second place team members were ninth-graders Mia Bonitto, Kevin Hayes, Paul Lillehaugen and Caroline Moos, eighth-graders Adam Fitzgerald, Reed Langerud and Sabrina Sam, and seventh-grader Margaret Worman.

Third place team members were ninth-graders Andrew Burns, Matt Fitzgerald, Jeff Foss and Eric Hanson, eighth-graders Kaia Hoiu, Jordan Klovstad and Tyler Penas, and seventh-grader Jakob Lindaas.

Fifth place team members were ninth-graders Kelsey Keimig, Maddison Melquist, Lynn Olson and Lee Skunes, eighth-graders Nathan Hansen, Hunter Thorsen and Taylor Valnes, and seventh-

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grader Zach Benedict. Teams 4 and 5 tied for fifth place with team 5 winning in a tiebreaker. The math teams are coached by Ken Welken.

***** We Are Proud** of the Moorhead High team for placing first at the Tri-College Math Contest. Top ten finishers were Steve Zitzow, Tyler Thorson and Zach Kenz, who tied for first. Members of the first place team include seniors Brady Andvik, Matt Fuxa, Matt Schneider and Zach Kenz, juniors Nate Miller, Ben Hanna and Eric Melquist, and sophomore Steve Zitzow.

***** We Are Proud** of the cast and crew of Moorhead High School's one-act play "Coyote on a Fence" for receiving first place at the section 8AA one-act play championship held February 7 in Alexandria. The play advanced to the state one-act play festival held February 13 in St. Paul.

The cast and crew of "Coyote on a Fence" are Courtney Covey, Erin Koppang, Ally Carey, Tony Frost, Andy Shaw and Jaime Shaw. Chris Lien is the director of the one-act play.

***** We Are Proud** of the Moorhead High School Student Council and Key Club for helping raise \$20,828 in pledges during the Moorhead Area Education Foundation Dollars for Scholars Phonathon. Moorhead High students Cari Zitzow and Susanne Dahl were the top callers during the two-night Phonathon. They will each receive a \$100 scholarship from Northwestern Bank. Lynn Tkachuk and Pam Astrup are the Phonathon co-chairpersons. Tammi Fortney is the Key Club advisor, and Charlie Fisher is the Student Council advisor.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

CONSENT AGENDA: Tomhave moved, seconded by Fagerlie, to approve the following items on the Consent Agenda:

Gifts - Accept the following gifts: four buckets to hold nets from Bert Chamberlain in the amount of \$28.41. The buckets will be used as equipment for the High School Physical Education Department. Moorhead Community Education received a \$1,000 donation from US Bank Private Client Group to help sponsor the "Nickel and Dime in Fargo Moorhead" event. The donation will be used for promotion and refreshments and also to purchase children's book that will be forwarded to Moorhead school libraries.

Agreement - Approve the collaborative agreement between Moorhead Area Basic Education and

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Clay County Social Services to provide a Functional Work Literacy Training Program to Minnesota Family Investment Program (MFIP) participants who lack proficiency in English. The amount of the agreement is \$21,326 and funds will be available from January 1, 2004 through December 31, 2004.

Bids - Approve the advertisement of bids for school bus routes for the 2004-2005 and 2005-2006 school years with the option to negotiate with successful bidders for the 2006-2007 and 2007-2008 school years.

New Employees

James Kuebler - Custodian, Probstfield, A13 (3) \$11.48 per hour, effective March 15, 2004.
(Replace Frank Wieser)

Chris Haufschild - Database Administrator/Web Programmer, Townsite, B32 (4) \$17.02 per hour, effective April 1, 2004. (Replace Dana Sande)

Resignations

Patrick Westby - Principal, Edison Elementary, effective June 30, 2004.

Deziree Gonzalez - Paraprofessional, Riverside & Probstfield, effective March 10, 2004

Jane Hennen - Paraprofessional, Jr. High effective June 4, 2004

Kyle Edgerton - Principal, Robert Asp Elementary, effective June 30, 2004

Family/Medical Leave

Tammy Ressler - Teacher, Sr. High to begin April 26, 2004 for the remainder of the 2003-2004 school year.

Todd Kaste - Technology, Townsite to begin April 1, 2004.

Medical Leave

Kelsy Jenkins - Paraprofessional, West Central Regional Detention Center, to begin on March 17, 2004 to April 28, 2004.

Extended Leave of Absence

Dawn Bolstad - English teacher, Sr. High, to begin with the 2004-2005 school year for at least three years but not to exceed five years.

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Retirement

Patricia Conway - Secretary, Probstfield Media Center, effective June 4, 2004.

Leaves of Absence

Karla Robb - Teacher, Probstfield Elementary for the 2004-2005 school year.

Bonnie Legreid - Teacher, Washington Elementary for the 2004-2005 school year.

Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard regarding the Instruction and Curriculum Advisory Committee, Community Education Advisory Council, American Indian Education Parent Committee, High School PTAC, Interagency Early Intervention Committee, Clay County Joint Powers Collaborative, Probstfield PTAC, Health/Safety/Wellness Committee, Policy Review Committee, Riverside PTAC, and Superintendent's Advisory Council meetings and the GED Graduation Ceremony.

FIRST READING OF POLICIES: The Board conducted a first reading of the following policies: Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), Maltreatment of Vulnerable Adults (535), Moorhead Area Public School District State Mandated Testing Plan and Procedure (660), Safety and Security Technology (712), and Public Gifts to the School District (834).

APPROVAL OF ASBESTOS ABATEMENT BID FOR GEORGE WASHINGTON

ELEMENTARY SCHOOL: Ladwig moved, seconded by Hohnadel, to approve the bid from Enviro Tech in the amount of \$217,000.00 for Base Bid "A" for the asbestos abatement work at Washington Elementary. Motion carried 7-0.

APPROVAL OF ASBESTOS ABATEMENT BID FOR MOORHEAD HIGH SCHOOL

AND PROBSTFIELD ELEMENTARY SCHOOL: Hohnadel moved, seconded by Fagerlie, to approve the bid from Enviro Tech in the amount of \$57,000.00 for Base Bid "A" for the asbestos abatement work at Moorhead High School and Probstfield Elementary School. Motion carried 7-0.

MOORHEAD COMMUNITY ACCESS TELEVISION PROPOSAL PRESENTATION:

Markert stated the district has been working with Moorhead Community Access Television

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(MCAT) to develop a proposal for shared facilities at Moorhead High School. The proposal calls for the creation of a television production studio, control book and editing bays with the Black Box Theater space at Moorhead High School. MCAT President Harold (Rusty) Casselton, presented information about the partnership for review and comment.

As part of the agreement, MCAT will provide equipment that will be available for school district use. Opportunities are also being planned for cable access television programming for school district purposes. Action on the shared facility use agreement will be requested at the April 12 Board meeting.

APPROVAL OF RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACT OF PROBATIONARY TEACHERS:

Erickson moved, seconded by Fagerlie, to approve the following resolution:

WHEREAS, the following teachers are probationary teachers in Independent School District # 152:

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Melissa Barber	Elementary	1.0
Dawn Barrera	Title 1	.65
Tracy Boehm	Elementary	1.0
Diana Cobb	Elementary	1.0
Shawna Gregerson	Elementary-Media	1.0
Stephanie Herbranson	Elementary	1.0
Melina Hernandez	Elementary	1.0
Carla Jimenez	Elementary	1.0
Louis Lauer	Elementary	1.0
Carrie Lawrence	Elementary	1.0
Trenton Leitheiser	Elementary	1.0
Marty Malmberg	Elementary	1.0
Tara Meier	Elementary-Special Education	.50
Monica Olivares	Elementary	1.0
Kelly Skeim	Title 1	.50
Crystal Specht	Elementary	1.0
Bethany Ustanko	Elementary	1.0

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Melissa Wiese	Elementary-Music	1.0
Chad Bakken	Social Studies	.571
Jessica Ebsen	Math	.286
Christina Long	English	1.0
LaRae Rosenfeldt	Family Consumer Science	.429
Lucia Schroeder	Family Consumer Science	1.0
Alicia Severson	Social Studies	1.0
Becky Youngs	Counselor	<u>1.0</u>
TOTAL		21.936

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.0, subd.5, that the teaching contract of the above probationary teachers in Independent School District No.152, is hereby terminated at the close of the 2003-2004 school year.

BE IT FURTHER RESOLVED that the attached written notice will be sent to the above probationary teachers regarding termination and non-renewal of this contract as provided by law.

Motion carried 7-0.

APPROVAL OF HEALTH AND SAFETY CONTRACT: Ladwig moved, seconded by Tomhave, to approve the Health and Safety Contract with Lakes Country Service Cooperative for the period of July 1, 2004 through June 30, 2006 at an annual cost of \$17,515.65. Motion carried 7-0.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Thompson commented on the e-mail information she distributed regarding Secretary of Education Rod Paige's words spoken at a Cleveland school regarding accountability components when unfunded in the No Child Left Behind Act. She also pointed out Board members should have received copies of her response to Sue Ellingson related to school start times. Fagerlie acknowledged the Board's appreciation to Kyle Edgerton and Pat Westby for their service to the district as principals for the 2003-2004 school year.

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ADJOURNMENT: Hearing no objections, the meeting adjourned at 8:40 p.m.

Carol Ladwig, Clerk

OFFICE OF TEACHING & LEARNING MEMO #: I.04.127



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Board Dialog
DATE: April 12, 2004

Deb Pender, Scott Matheson, Sarah King and Jackie Migler will provide information to the board regarding summer programming for Moorhead Area Public School students. The programs are being held at SG Reinertsen, Moorhead High School and the Red River Area Learning Center. The recommendations for summer school programs will be presented in May for board action.

LAK/kmr
Attachment

EXCEL Summer Academy – 2004

Red River Area Learning Center – Moorhead Area Schools
Middle Level Program – Grades 7 & 8.

General Information

- I. Location: 9th Grade Center – Rooms 294–297, 394–397.
Moorhead Senior High School
EXCEL Summer Office – Room 290 (6/17/04 –
7/22/04).

Closed Fridays.

II. <u>Calendar:</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	
June:	<u>21</u>	22	23	24	
	28	29	30	01	
July:	05		06	07	08
	12	13	14	15	
	19	20	21	<u>22</u>	

III. Schedule:

Block A

08:00 – 08:38 Period One

08:40 – 09:18 Period Two

Block B

09:20 – 09:58 Period Three

10:00 – 10:38 Period Four

Block C

10:40 – 11:18 Period Three A

11:20 – 11:58 Period Three B

- V. Contacts: William Franklin, Middle Level Counselor.

Phone: 284-4313 e-mail:

wfranklin@moorhead.k12.mn.us

Deb Pender, Program Administrator, RRALC.

Phone: 284-2201 e-mail:

dpender@moorhead.k12.mn.us

Norma Holland, Program Liaison
Phone: 284-2212 e-mail:
nholland@moorhead.k12.mn.us

EXCEL Summer Academy – Middle Level

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Communication cont.

The EXCEL Summer Office will be open on Thursday, June 17, through Thursday, July 22, 7:30 a.m. – 12:30 p.m. The office will be closed on Fridays. The Senior High School administration and office support staff

will not be involved in the operation of the Middle Level Summer Academy. Please direct all communication to the Summer Office.

VI. Course Completion: In order to receive credit for courses completed during the Summer Academy, students must successfully complete one block of Summer Academy per semester course. For example, Block A = 2 class periods x 20 days = 40 units = one semester make up. Students may complete up to three semester courses during the Summer Academy.

VII. Attendance: Regular attendance at Summer Academy is required.

All absences must be made up in order to meet summer course requirements. All requests for prearranged absences will be considered on an individual basis.

VIII. Transportation: Transportation is not provided for the Middle Level Summer Academy. Tokens are available, however, for students who elect to use public transportation. There is a bus stop on the south side of the Senior High School (4th Avenue) which arrives at 7:45 a.m. and departs at 12:15 p.m. Further route information is available from the MAT Office at 701-232-7500. If students are being transported by family members, etc., they should also be dropped off and picked on the south side of the building.

IX. Entrance/Exit: Students may enter the building after 7:40 a.m. We ask that all students depart from the building no later than 12:15 p.m. All students will be expected to use the main doors as there will be construction going on around the building. Summer staff will

emphasize the need for students to stay in assigned areas of the building and grounds.

X. Student Conduct: Students will be expected to follow the standards of conduct outlined in the Moorhead School District #152 Discipline Handbook. As participation in the Summer Academy is optional, chronic and/or serious behavioral violations may result in dismissal from the program.

XI. Registration: Materials will be available from the Moorhead Jr. High Counseling Office and the RRALC Main Office, 1100 32nd Ave. South, Mhd.

EXCEL Summer Academy – 2004

Red River Area Learning Center – Moorhead Area Schools

Testing: Minnesota Basic Standards

General Information

Location: Room 251 (Senior High Study Hall)
Moorhead Senior High School

Calendar: July 20 – Writing – 9:00 a.m. – Grade 10 and above.
July 21 – Math – 9:00 a.m. – Grade 8 and above.
July 22 – Reading – 9:00 a.m. – Grade 8 and above.

Schedule: The Basic Standards Tests are untimed. Students will be allowed as much time as they need to complete the tests. Please allow 2-3 hours for each testing session.

Materials: Each student should bring the following:

- (2) Number 2 pencils.
- (1) Calculator

Students With Disabilities:

All students will be tested at the Senior High School according to the calendar above. Special testing

arrangements for students with disabilities will be provided at the Senior High School according to individual student accommodations outlined in Section 504 and Individual Education Plans.

Contacts: Rachel Meyer, BST Coordinator

Phone: 284-2453 e-mail: rmeyer@moorhead.k12.mn.us

Deb Pender, Summer Program Administrator, RRALC.

Phone: 284-2201 e-mail:

dpender@moorhead.k12.mn.us

Norma Holland, Program Liaison

Phone: 284-2212 e-mail: nholland@moorhead.k12.mn.us

EXCEL 2004

A Summer Adventure

The Moorhead School District is offering summer classes for students who are completing kindergarten through 6th grade and would benefit from extended learning opportunities. Students invited to attend EXCEL 2004 receive Title I or Basic Skills reading or math services, English as a Second Language services, or attend the EXCEL After School Program during the school year.

One Five-Week Session: June 22-July 22, 2004

Busing will be provided to and from a designated spot near your home.

- ◆ EXCEL Summer School will be offered at S.G. Reinertsen Elementary School, the district's new elementary school at 1201 40th Ave. S., Moorhead. The previous location of EXCEL for many years, Probstfield Elementary School, will be undergoing remodeling this summer.
- ◆ Courses are listed as to the grade level students WILL be going into in the fall. For example, if your child finishes kindergarten in June, he or she will sign up for a grade 1 course. If your child finishes grade 6, he or she will sign up for a grades 6-7 course.
- ◆ EXCEL Summer School is an 18 day, 5 week session. Classes will be held four days per week except the first week and the week of the Fourth of July. The dates are: June 22, 23, 24, 28, 29, 30, July 1, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22.
- ◆ Breakfast will be available to all students, but there will not be lunch this summer due to changes in funding.
- ◆ Because busing will be provided at stops near your home, students will arrive on buses at 8 a.m. and depart on buses at noon. There will be no before and after school child supervision. If parents or guardians plan on providing transportation, please have children arrive no earlier than 7:45 a.m. and pick up children no later than 12:15 p.m.

Select a course from the following selections. Please complete the registration page and register your child by **April 23**. Class sizes are limited. Registrations will be taken through Community Education. See page 4 for three easy ways to register.

Classes, grade levels, teachers and class descriptions
are included on the following pages.

Moorhead Area Public Schools • 2004

Reading and Math Summer Adventures Grade 1

Course No. YXL10A

Diana Johnson, Jan Klungtvedt and Pat Haugen

During Summer Adventures, students going into first grade will participate in a balanced literacy program including guided reading, writing, and Everyday Math activities. Over the five weeks we will explore and learn as we sail around the world. Start packing now!



Magic Tree House Adventures

Grade 1

Course No. YXL37A

Becky Wolford and Linda Landgraf

This class will focus on reading instruction at individual reading levels and developing fluency in the student's reading. The reading instruction will also incorporate writing skills.

The Very Busy, Hungry, Not Quiet, Mixed Up Class

Grade 1

Course No. YXL23A

Mindi Jenson and Joan Degerness

Through exploring the world that Eric Carle has created, we will enhance the vocabulary development of young readers to help them make sense of words they encounter in their early reading years. Language arts projects will increase writing skills, technology skills and personal expressive skills. The course content will be integrated with math, music, science, technology and art experiences organized around themes from Eric Carle's literature.

Cuéntame un Cuentito

Grades 1-2 Spanish Immersion Students

Course No. YXL25A

Diana Cobbs and Carrie Lawrence

Students will practice and refine their reading, writing and math skills with activities centered around new and old storybook characters and settings.

The Language of Learning Grades 1-7 ESL Students

Course No. YXL34A

Sally Doran, Nancy Oster and Michelle Kaspari

Students will be encouraged to experience the power of language with adventures in listening, speaking, reading and writing. Students will learn reading and writing skills with a focus on the Scott Foresman Series and Read Naturally. Listening and oral skills will also be a focus for learning.

Fabula y Floklorico

Grades 3-6 Spanish Immersion Students

Course No. YXL26A

Christen Rich and Monica Olivares

Students will improve their Spanish skills in reading, writing and speaking and reinforce their math skills while learning the fables and folktales of Latin America.



The Animal Planet

Grades 2-3

Course No. YXL16A

Chad Durand and Diane Johnson

Join us as we set out to invade the animal kingdom. We will venture across the seven continents in search of the most exciting animals alive. The focus areas of this class are reading and writing, but we will use technology, study science and learn about geographic regions.

World Travelers: Passport to Learning

Grades 2-3

Course No. YXL29A

Emily Nerland and Janelle Halverson

Join us as we travel to faraway countries where we'll explore many cultures and traditions through reading, math, geography, music, art and theater. Get your passport stamped as you travel through each country. A wonderful learning opportunity awaits you.



Bugs, Bugs, Bugs

Grades 2-3

Course No. YXL27A

Brenda Krueger and Rochelle Walswick

Explore the world of bugs through various math, writing and reading experiences. Create your own "buggy" board game, write and present a research project, and participate in a play that will be shared with others. Each day this active learning class will work toward strengthening students' math, writing and reading skills surrounded by BUGS!



Camp Cowabunga: "Moovin' Out On Safari"

Grades 2-3

Course No. YXL28A

Stacy Swanson and Lori Woods

Campers will be moovin' out on safari as they navigate their way through the terrain of Africa and experience the variety of wildlife living on this vast continent. Round up your gear for a safari adventure filled with reading, writing and math explorations! Join this safari expedition as Camp Cowabunga "mooves" out for another year of learning fun!

Once Upon a Time

Grades 4-5

Course No. YXL31A

Shannon Dahlberg and Mike Dahlberg

Have you heard of the Stinky Cheese Man, CinderEdna or the Frog Prince? You will meet these characters along with many others. We will spend 18 days reading fairy tales, studying folk stories and fairy tales from different cultures, writing parodies of famous fairy tales, comparing characters and story lines and participating in literature groups.



Fear Factor

Grades 4-5

Course No. YXL36A

Michelle Sailer and Palma Wright

Conquer your fears in reading, math and writing. Learn tips on how to improve and simplify what skills are difficult. In this course, you will leave a winner, knowing the secrets to school success.

Fifty Nifty United States

Grades 4-5

Course No. YXL35A

Trent Leitheiser and Tracy Boehm

Here is your opportunity to learn more about the United States and practice your reading and writing skills. Join us as we travel around the USA and learn more about our country's landmarks, history and symbols.

ART (Art, Reading, Time to Write)

Grade 6-7

Course No. YXL32A

Paul Larson and Beth Ustanko

ART! ART! ART! Read stories and get creative with different types of art projects and writing activities. Class emphasis will be on how fun the combination of reading, art and writing can be!

Talking Walls?

Grades 6-7

Course No. YXL33A

Cheri Puetz and Jamie York

Do walls talk? If they did, what would they tell us? People have built and used walls for thousands of years. Each wall has a fascinating story to tell. This class will spark your curiosity as you learn about our world and explore its diversity. You'll explore a variety of sources to gather information about one of the interesting walls in the world. Then you'll prepare a presentation and model of the wall that "talked" to you. You'll also fine tune your skills in math through fun, hands-on games and activities.



3 Easy Ways to Register

Registration for the EXCEL 2004 summer program is being taken through Community Education, a program of the Moorhead School District.

Please complete the registration form and referral form and register by mail, in person, or by fax. Class sizes are limited. Please register by **April 23**.

Mail

Send registration form and referral form to Community Education at:

**Community Education
810 4th Avenue S.
Moorhead, MN 56560**

Allow three days for mail delivery.



In Person

Bring the registration form and referral form to the Community Education Office, Room 160, 810 4th Avenue S., Moorhead.



Enter south door on east side.

Fax

Fax the registration form and referral form to Community Education at 284-3433 to register.



EXCEL Referral Form

Please return this referral form by **April 23** when registering your child for an EXCEL class. Completing this form will help us plan better and provide the appropriate supports for your child. Please contact your child's teacher if you have any questions about completing this form.

Child's Name _____ Grade just completed _____

Parent/Guardian Name _____

Address _____

Phone (home) _____ (work) _____

Current services the student is receiving (Check all that apply):

- _____ Special Education (if yes): IEP in place _____ Yes _____ No
- _____ Title I
- _____ Basic Skills Services
- _____ ESL Services
- _____ Social Worker/School Psychologist
- _____ Other _____

Comments of referral:

I confirm that the above information is accurate and enrollment in the EXCEL Summer School Program is an appropriate educational opportunity for the named student.

Parent Signature _____ Date _____

Program Administrator _____ Date _____

EXCEL 2004

EXCEL Class Registration Form

Complete the registration form and use one of the three easy ways to register — either by mail, in person or by fax (see previous page). Class sizes are limited. Please register by April 23.

Child's Name _____ Grade just completed _____

Parent/Guardian Name _____

Address _____

Phone (home) _____ (work) _____

1. Please indicate your first three choices for class. Put a 1 by your first choice, a 2 by your second choice and a 3 by your third choice. Children will be assigned to classes based on preferences, student needs and availability of class. Classes with low registration may be cancelled. Students enrolled in those classes will then be placed in their second or third choice. Please consult your child's classroom teacher for suggestions if you are unsure of the appropriate class.

_____ Reading & Math Summer Adventures (1) YXL10A
_____ Magic Tree House Adventures (1) YXL37A
_____ The Very Busy, Hungry, Not Quiet, Mixed Up Class
(1) YXL23A

_____ The Language of Learning (1-7 ESL Students Only)
YXL34A

_____ Cuéntame un Cuentito (1-2 Spanish Immersion
Students Only) YXL25A

_____ Fabula y Floklorico (3-6 Spanish Immersion
Students Only) YXL26A

_____ The Animal Planet (2-3) YXL16A
_____ World Travelers: Passport to Learning (2-3) YXL29A
_____ Bugs, Bugs, Bugs (2-3) YXL27A
_____ Camp Cowabunga: "Moovin' Out on Safari" (2-3)
YXL28A

_____ Once Upon a Time (4-5) YXL31A
_____ Fear Factor (4-5) YXL36A
_____ Fifty Nifty United States (4-5) YXL35A

_____ ART (Art, Reading and Time to Write) (6-7) YXL32A
_____ Talking Walls? (6-7) YXL33A

Transportation: Please let us know what your anticipated transportation needs will be.

1. My son/daughter will NOT need school bus transportation:

_____ to school
_____ home from school

2. My son/daughter will need bus transportation to S.G. Reinertsen Elementary School from:

_____ the home address listed above
_____ the following child care address _____

3. My son/daughter will need bus transportation after class from S.G. Reinertsen Elementary School to:

_____ the home address listed above
_____ the following child care address _____

If your address or child care arrangements change prior to the start of the EXCEL session, please contact Pam Hancock at 284-3341 as soon as possible.

Excel Extended Day Program (Migrant--ESL)

Thank you for the opportunity to update the board on the summer Migrant School program. Listed below are bullets of information pertaining to the summer of 2004.

A Collaborative Approach: After extensive planning and collaboration, Migrant school will be offered under the umbrella of Excel summer programming. Migrant students arriving during the summer and those who have settled out, will, along with ESL and other recommended students, be enrolled in the **extended day option** of the Excel program. All students will receive concentrated instruction in reading and math in the morning, and participate in afternoon activities geared toward physical, social and emotional development. This collaborative approach allows us to share costs in the areas of transportation, instructional materials, custodial and staff salaries. It also allows a relatively seamless, coordinated effort to provide equal educational opportunities for all students attending school this summer.

Funding for the Program: School districts are no longer guaranteed a summer migrant grant. Beginning this year, school districts must submit a **competitive grant** requesting dollars to operate a summer program. Grant dollars are given out on the basis of identified need (previous two years of migrant student attendance), program design and must reflect a collaborative effort on the part of each school district to meet the academic needs of all students(NCLB). A grant was submitted in February 2004 and the full amount requested was granted by the state. As a result, the extended day option (Migrant--ESL) will be fully funded by this competitive grant. Due to declining enrollment and budget restraints, Migrant School will be offered four days a week, and not five as has been done in the past.

Location and Times: Migrant school is housed at Reinertsen along with the Excel and ESY programs, enabling us to share costs related to food service, staff salaries, custodial, instructional supplies and transportation. Our program runs Monday through Thursday, from June 21st through July 22nd. Students in the extended day option will attend school from 8:00 a.m. to 4:00 p.m.

Eligibility for the Program: Students may attend our K-12 Migrant program if their parents or guardians have made a qualifying move within the last 36 months in order to obtain temporary seasonal work in agriculture or the fishing industry. Most of the families in our area work in crop related production and processing activities (sugar beets) which include planting, harvesting, post-harvest and processing of harvested crops.

Purpose of the Program: Typically, because of the transient nature of their parents work, migrant students show a significant lag in their learning ability when compared to grade equivalent expectancies. Our program prioritizes concentrated instruction in reading and math and hopes to achieve the following objective.

*All students in grades 1-8 attending 14 or more days this summer will show reading and math improvement as measured by pre and post test evaluations.

Evaluation and Assessment: Upon entering the program, students will be given the DIBELS or DRA screening instrument for reading and a math pilot screening instrument to assess present instructional levels. Upon exiting, the same posttests will be given, measurable gains or losses will be documented and each classroom teacher will fill out a Minnesota State Withdrawal form noting progress made. These forms are then forwarded to the state and to the student's home school district.

Trends/Outlook for the Program: Over the past 5 years, our student numbers have declined significantly. Ten years ago, a typical summer enrollment consisted of close to 300 students. This summer, we anticipate about 100. In the Red River Valley, 4 sites have closed in the last couple of years, leaving only Moorhead and Breckenridge in this part of the state. In addition, the Tri-Valley Head Start Program, which services infants through preschool age, has been moved to Hendrum this summer for financial reasons. This move will have a significant impact on our enrollment and will create difficulties for our parents.

With a herbicide-resistant sugar beet and improved yields, the need for hoeing has greatly diminished. Most of the families migrating to our state each summer have been with the same farmer for years and are involved in farm labor, post harvest and processing of sugar beets. The shift is to the southern part of the state, where food processing, canning and poultry supply the greatest need for seasonal migrant labor.

Personal Viewpoint: Though integrating the Migrant program with Excel has taken a great deal of time and energy, I'm excited to see a coordinated effort that offers equal access and opportunity for all children this summer in our schools. It has been a privilege over the years to be part of the program. Each and every summer, our Migrant parents are so appreciative that Moorhead provides summer learning opportunities for their children, knowing as we all do, that education is the key to our children's future.

Scott Matheson, Migrant School Director

MEMO #: S-04-090

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent *LPN*

DATE: March 30, 2004

RE: Approval of Policy

Attached please find policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), for your review.

Suggested Resolution: Move to approve policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented.

LPN:mde
Attachment

❖ Policies and Procedures ❖

Code: 534

Category: Policy of the School Board / Moorhead, MN

Section: 500 STUDENTS

Name: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Adopted: 5/27/1986

Revised: 6/10/02

Reviewed: 12/1/90 2/11/92 4/13/98 6/10/02

Policy: I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the Moorhead Area Public Schools to fully comply with Minnesota Statute 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. It is the policy of the Moorhead Area Public Schools to protect children whose health or welfare may be jeopardized through physical abuse, neglect or sexual abuse; and, to make the school community safe for children by promoting responsible child care in all settings.

C. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. "Child" means one under age 18.

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

C. "Mandated Reporters" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.

D. "Neglect" means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering other factors such as the child's age, mental ability, physical condition, length of absence, environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law which does not include a parent's refusal to provide his or her child with sympathomimetic medications, ~~consistent with Minnesota Statute 125A.09, subd. 3;~~
5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance;
6. medical neglect as defined by Minnesota Statute 260C.007, subd. 4, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety;
8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

E. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statute 121A.67 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statute 121A.582, ~~"Student Discipline."~~

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minnesota Statute 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care

that is a violation under Minnesota Statute 121A.58, "~~Corporal Punishment~~".

F. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.

G. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statute 609.341, subd. 15), or by a person in a position of authority (as defined in Minnesota Statute 609.341, subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse.

H. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

I. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

J. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department or, county sheriff, or agency responsible for assisting or investigating maltreatment.

B. Employees of the School District shall be responsible for reporting pursuant to this section, including but not limited to:

- Administrators
- Counselors
- Teachers
- Substitute Teachers
- Principals
- Speech Clinicians
- Superintendents
- School Nurse/Health Tech.
- School Board Members
- Bus Drivers
- Social Workers
- Secretaries

Psychologists
Custodians
Child Care Staff/Paraprofessionals
Coaches
Occupational Therapists/Occ. Therapist Assistants
Food Service Personnel
Supervisors of Students

C. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff or local welfare agency. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

D. ~~A person mandated by Minnesota law and this policy to report who knows or has reason to believe that a child is neglected or physically or sexually abused, as defined by Minnesota law and this policy, or has been neglected or physically or sexually abused within the preceding three years, and fails to report is guilty of a misdemeanor, and such a failure to report may result in discipline. A person mandated by Minnesota law and this policy to report, who fails to report, may be subject to criminal penalties and/or discipline, up to and including termination of employment.~~

E. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school. It is not the responsibility of the reporter to investigate or prove that the child has been abused or neglected.

F. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

G. Immunity for liability: Any person, including those voluntarily making reports and those required to make reports, has immunity from any civil or criminal liabilities that otherwise might result from their actions if they are acting in good faith (Minnesota Statute 626.556, subd. 4).

H. Retaliation prohibited: An employer of any person required to make reports under subdivision 3 shall not retaliate against the person for reporting in good faith abuse or neglect pursuant to this section, or against a child with respect to whom a report is made, because of the report (Minnesota Statute 626.556, subd. 4a).

I. ~~Falsified reports: Any person who knowingly or recklessly makes a false report under the provisions of this section shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees (Minnesota Statute 626.556, subd. 5).~~

J. Failure to report: Any person mandated by this section to report suspected physical or sexual child abuse or neglect and fails to report shall be guilty of a misdemeanor. A mandated reporter who fails to report if the child's health is in serious danger, and if the child suffers substantial or great bodily harm because of the lack of medical care, is guilty of a gross misdemeanor. If the child dies because of the lack of medical care, the mandated reporter is guilty of a felony (Minnesota Statute 626.556, subd. 6).

V. INVESTIGATION

A. Responsible Reporter

1. Any employee who knows or has reason to believe that a child is being physically abused or sexually abused or neglected shall immediately report this information to Clay County Social Services or to the proper city or county law enforcement agency.

In addition, building staff may seek consultation through appropriate school staff, such as a building administrator, social worker, nurse, counselor, psychologist, or care team leader.

3. The decision to report is the responsibility of the individual employee. Consultation with the designated administrator or other school personnel must not inhibit the individual from reporting.

B. Reporting Process

1. An oral report shall be made immediately (within 24 hours), to the Clay County Social Services or the proper city or county law enforcement agency.

Clay County Social Services
715 11th Street N., Suite 502
Moorhead, MN 56560 Phone: 299-5200
(Ask for child protection intake worker)
Office hours 8:00-4:30, Monday-Friday

Moorhead Police Department, Juvenile Division
915 North 9th Avenue
Moorhead, MN 56560 Phone: 299-5111
24 hours a day, seven days a week

Clay County Sheriff's Department
915 9th Ave. No.
Moorhead, MN 56560 Phone: 299-5111
(for families living outside Moorhead city limits)

Note: If it is believed that the child's immediate health or welfare is jeopardized, the proper law enforcement agency shall be called. They are the only community agents who have the authority to remove a child, short of a court order.

2. After an oral report has been made, a written report must be made to Clay County Social Services within 72 hours. Forms for reporting child abuse or neglect are in each building administrator's office. A copy of the written report will be given to building administration. A copy of the report of child abuse or neglect must be kept in a confidential file ~~for four years~~ and shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction. Copies of abuse reports are not to be kept in a student's cumulative file.

Point of Information

Written reports received by a police department or the county sheriff are forwarded immediately to Clay County Social Services. The police department or the county sheriff may keep copies of the reports received by them. Copies of the written report received by Clay County Social Services are forwarded immediately to the local police department or the county sheriff.

C. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county or state agency or agencies. The investigating

agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

D. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

E. Except when the alleged perpetrator is believed to be a school official or employee, the time and place, the manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

F. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of the Department of Children, Families and Learning, and, if involved, the local welfare or law enforcement agency.

G. The school district shall make every effort to reduce the disruption of the educational program of the child, other students or school staff when an interview is conducted on school premises.

H. Upon request by the Minnesota Department of Education, the school district shall provide all requested data that is relevant to a report of maltreatment and are in possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act) and 20 U.S.C. 1232g (Family Educational Rights and Privacy Act).

I. Follow-Up Procedures

Follow-up support to the staff who works with the child may be needed. It is necessary to be sensitive to the needs and concerns of the teacher who made the report, and aware that other staff may see some effect on the student who has experienced the neglect or abuse. While confidentiality must be a high priority in handling these matters, an informed staff can often be the most supportive in dealing with the student.

1. Elementary: After the report has been made, the reporter may consult with the building administrator to consider which staff members need to be informed. The building administrator may then meet individually or collectively with these staff members, sharing information which would be helpful to them. The building administrator will notify the school social worker, school counselor and school psychologist.

2. Secondary: After the report has been made, the reporter may confer with the building administrator to consider which staff members need to be informed. The building

administrator will notify the school social worker, school counselor and school psychologist as appropriate.

3. Testimony: Staff members (teachers, designated administrators, support personnel, etc.) who might be required to testify in court or meet with the Child Protection Team or law enforcement personnel will be released from school to do so. The staff member may request that the building administrator or other appropriate staff member accompany him/her to such meetings. Consideration shall be given to accessing legal services. Contact the Superintendent's Office or designated assistant for further information. Appropriate substitutes will be provided by the school district if such meetings are scheduled during school hours. In order to be prepared for such testimony, it is helpful to document information such as observations, comments made by child, dates, etc.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

A. When a local welfare or law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A, shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the dates relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. POLICY AWARENESS

A. Staff Inservice - Each building administrator or designee will review the policy and procedures with staff prior to the opening of school or prior to beginning employment.

B. Prevention and Awareness - Each building administrator shall ensure that prevention awareness and personal body protection are addressed by classroom teachers through guidance, utilization of resource persons and appropriate curricular areas.

C. Community Awareness - 1) Policy provisions II. A, B and C will be published in the back to school newsletter each fall; and, 2) A copy of provisions II. A, B and C will be posted in each school building and included in each school handbook, ~~policy book~~, or placed in a parent newsletter. The policy is also accessible on the district's web site.

D. This policy shall be reviewed at least annually by the Moorhead School Board for compliance with state law.

Legal References:

Minnesota Statute 626.556 et seq. (Reporting of Maltreatment of Minors)

Minnesota Statute 121A.58 (Corporal Punishment)

Minnesota Statute 121A.582 (Student Discipline; Reasonable Force)

Minnesota Statute 121A.67 (Aversive and Deprivation Procedures)

Minnesota Statute 125A.09, subd. 3 (Initial Action; Parent Consent)

Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)
Minnesota Statute 245.825 (Use of Aversive or Deprivation Procedures)
Minnesota Statute 260C.007, subd. 4, clause (5) (Child in Need of Protection)
Minnesota Statute 609.02, subd. 6 (Definitions - Dangerous Weapon)
Minnesota Statute 609.341, subd. 10 (Definitions - Position of Authority)
Minnesota Statute 609.341, subd. 15 (Definitions - Significant Relationships)
Minnesota Statute 609.379 (Reasonable Force)
U.S.C. 1232g (Family Educational Rights and Privacy Act)

Cross References:

Moorhead School Board Policy 522: Corporal Punishment
Moorhead School Board Policy 551: Student Discipline
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 535: Maltreatment of Vulnerable Adults
Moorhead School Board Policy 504: Protection and Privacy of Pupil Records

Search Again

MEMO #: S-04-091

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: March 30, 2004

RE: Approval of Policy

Attached please find policy, Maltreatment of Vulnerable Adults (535), for your review.

Suggested Resolution: Move to approve policy, Maltreatment of Vulnerable Adults (535), as presented.

LPN:mde
Attachment

❖ Policies and Procedures ❖

Code: 535
Category: Policy of the School Board / Moorhead, MN
Section: 500 STUDENTS
Name: Maltreatment of Vulnerable Adults
Adopted: 08/26/02
Revised:
Reviewed:
Policy: I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the Moorhead Area Public Schools to fully comply with Minnesota Statute 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.

B. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

C. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adults physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statute 626.5572, Subd. 17.

D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or

facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minnesota Statute 626.5572, Subd. 2.

E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

F. "Vulnerable Adult" means any person 18 years of age or older who is a resident or inpatient of a facility, who receives services at or from a licensed facility which serves adults, who receives services at or from a licensed home care provider or who regardless of residence or type of service received, is unable to adequately provide the person's own care or protect the person from maltreatment without assistance because of mental or physical function or emotional status.

G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other catering services of vulnerable adults.

I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may not disclose public data as defined under Minnesota Statute ~~13.02~~ 626.557 to the extent necessary to comply with the above reporting requirements.

~~E~~ D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

~~D~~ E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

~~E~~ F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. the intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks where appropriate.

B. The Moorhead Area Public Schools will ~~develop a method of discussing this policy with employees where appropriate~~ inform employees of this policy through the employee handbook and staff meetings at the beginning of the year.

C. This policy shall be reviewed at least annually for compliance with state law.

Legal References:

Minnesota Statute 609.234 (Crimes Against the Person)
 Minnesota Statute 626.556 (Reporting of Child Neglect)
 Minnesota Statute 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minnesota Statute 626.5572 (Definitions)
~~Minnesota Statute 13.02 (Collection, Security and Dissemination of Records; Definitions)~~

Cross References:


Moorhead School Board Policy 402: Grievance Procedure for Equal Opportunity
 Moorhead School Board Policy 414: Employee Public and Private Personnel Data
 Moorhead School Board Policy 534: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Moorhead School Board Policy 603: Special Education Policies and Procedures

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MEMO #: S-04-092

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: March 30, 2004

RE: Approval of Policy

Attached please find policy, Moorhead Area Public School District State Mandated Testing Plan and Procedure (660), for your review.

Suggested Resolution: Move to approve policy, Moorhead Area Public School District State Mandated Testing Plan and Procedure (660), as presented.

LPN:mde
Attachment

❖ Policies and Procedures ❖

Code: 660
Category: Policy of the School Board / Moorhead, MN
Section: 600 EDUCATION PROGRAMS
Name: Moorhead Area Public School District State Mandated Testing Plan and Procedure
Adopted: 08/26/02
Revised:
Reviewed:
Policy: I. PURPOSE

It is the purpose of this policy to set forth the testing plan and procedure for Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

It is the policy of Moorhead Area Public Schools to implement procedures for testing, test security, reporting, documentation, notification to students and parents and student record keeping in accordance with Minnesota law.

III. DUTIES OF SCHOOL DISTRICT TEST ADMINISTRATOR

The Assistant Superintendent for Teaching and Learning, shall be responsible for preparing and presenting annually to the school board for approval, and overseeing the publishing of, the basic standards test administration plan. The Assistant Superintendent for Teaching and Learning shall file the plan with the Department of ~~Children, Families and Learning~~ Education ("Department") and deliver the plan to all households in the school district by October 15 of each year. The plan shall include, at a minimum, the following:

- A. The graduation requirements;
- B. The number of opportunities a student shall have to retake tests of basic standards during each year;
- C. The opportunities for remediation for a student who has not passed tests of basic standards;
- D. The process for requesting an additional testing opportunity and accommodations for a senior who has met all other graduation requirements but has not passed one or more basic standards;
- E. The process for appealing the school district's response to requests in item C;
- F. The method to report breaches in test security procedures to the school district and the Department; and
- G. Procedures for meeting the needs of Limited English Proficient students, students who

require an IEP or students who require Section 504 Accommodation.

IV. TEST SECURITY

A. Security Requirements. When administering tests for the basic standards, the school district shall observe the following test security measures:

1. All test booklets, answer sheets, and test materials shall be placed in locked storage before and after the test administration;
2. The tests, testing materials, and answer sheets are nonpublic data under Minn. Stat. 13.34;
3. No copies of test booklets or answer sheets shall be made; and
4. The school district shall report any violations of test security to the Department. The Department shall receive reports of violations of test security from anyone with knowledge of such an incident.

B. Security Violations. The Department shall investigate any reported incidents of breaches in test security. The consequences of a violation of test security may include:

1. the invalidation of test scores if a violation is found to justify serious questions about the integrity of the results of the test administration; or
2. other reasonable sanctions that are necessary to preserve the security and confidentiality of future tests and test administrations.

V. SCHOOL DISTRICT REPORTING TO THE DEPARTMENT AND PUBLIC

A. The school district shall report the information specified below to the Department annually by October 15, in a format to be determined by the Department.

B. The school district shall prepare and disseminate annually by October 15, a public report of the information specified below through the official newspaper or through publications sent to all households in the school district.

C. The reports required above shall include:

1. the number of students enrolled at each grade level 9 through 12 according to the end of the year Minnesota Automated Reporting Student System (MARSS) report;
2. the number of students at each grade level 9 through 12 passing each basic standard at the state standards level;
3. the number of students at each grade level 9 through 12 passing each basic standard at an individualized level under an IEP or a Section 504 Accommodation plan;
4. the number of students at each grade level 9 through 12 passing tests in each basic standard with tests that have been translated into a language other than English;
5. the number of students at each grade level 9 through 12 exempt from testing in each basic standard; and
6. for grade 12 of the previous year only, the number of students currently denied a high school diploma because of not passing the state standard for a basic standard when all other graduation requirements have been met.

D. The superintendent shall submit reports identifying expenditures related to basic standards testing, to the Department as required by law.

VI. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

The school district shall maintain records necessary for program audits conducted by the Department. The records must include documentation that:

- A. required notifications to parents and students meet the requirements of Minnesota Rules, Part 3501.0120;
- B. required student records meet the requirements of Minnesota Rules, Part 3501.0130;
- C. the school district's process for additional testing of students meets the requirements of Minnesota Rules, Part 3501.0050;
- D. test security procedures comply with Minnesota Rules, Part 3501.0150;
- E. the school district's decisions regarding testing accommodations, modifications, and granting exemptions are in compliance with Minnesota Rules, Parts 3501.0090 and 3501.0100;
- F. the school district's curriculum and instruction provides appropriate learning opportunities in the basic standards in compliance with Minnesota Rules, Part 3501.0110;
- G. remediation plans for students are on file consistent with Minnesota Rules, Part 3501.0110;
- H. the basic standards test administration plan complies with Minnesota Rules, Part 3501.0140, subpart 2;
- I. the documentation for students granted accommodations or exempted from testing complies with Minnesota Rules, Part 3501.0090;
- J. the assessments and documentation of performance for students granted modifications of statewide standards comply with Minnesota Rules, Part 3501.0090, subpart 2, item C; and
- K. the school district's process for testing considerations for LEP students complies with Minnesota Rules, Part 3501.0100.

VII. REQUIRED NOTIFICATION TO PARENTS AND STUDENTS

- A. Written Notice. The school district shall establish and maintain a system to provide written notice to parents and students about graduation requirements.
- B. Notice of Graduation Requirements. No later than thirty (30) working days after the date of the entrance into the 9th grade or transfer of a student into the school district during or after 9th grade, the school district shall provide to the parents and the student written notice of:
 - 1. The graduation requirements; and
 - 2. The grade in which the student shall have the first opportunity to take a test in basic standards.

C. Notice of Test Results and Remediation Opportunities. The school district shall provide no later than ninety (90) days after a student takes a test of basic standards, written notice to the parents and the student of:

1. basic standards test results; and
2. consistent with Minnesota Rules, Part 3501.0050, subpart 3, if the student is in the graduating year:
 - a. the process by which a parent or student can request additional testing and testing accommodations after April 1; and
 - b. the process by which a parent or student can appeal the school district's decision if additional testing or testing accommodation is denied.

VIII. STUDENT RECORD KEEPING

A. Test Results. The school district shall keep a record on each student that includes:

1. the basic standards tests taken; and
2. the results of the most recent basic standards tests given.

B. Student Progress. Individual student progress shall be reported on a student record as described in items 1 to 6 4 below.

1. "Pass-state level" shall be noted on the record of a student who passes a basic standards test under standard conditions or with an accommodation. The records for students passing with an accommodation shall not be different from the records of students passing the test under standard conditions.

2. "Pass-individual level" shall be noted on the record of a student who passes a basic standards test with a modification established in the IEP or Section 504 Accommodation plan in accordance with Minnesota Rules, Part 3501.0090.

3. "Pass-translate" shall be noted on the record of a student who passes a basic standards test that has been translated into a language other than English and has not been validated by the state as a state test with a set passing score.

4. "Exempt" shall be noted on the record of a student who has been exempted from a basic standards test.

5. ~~"Pass-translation" shall be the designation for reporting individual student passing scores in tests of written composition when test prompts are translated into a language other than English for the student and the student's response is written in English without the use of any prohibited materials.~~

6. ~~"Pass-limited English proficiency" shall be recorded on the student record for written composition, at the request of the student or parent, when an analytic review, conducted by the state contracted vendor of a twelfth grade LEP student's test concludes that the failing score has resulted solely from inadequate demonstration of language conventions as described in Minnesota Rules, Part 3501.0230, subpart 2, item E. In no case, however, shall the "pass-limited English proficiency" designation be assigned to a composition completed primarily in a language other than English. No Limited English Proficient (LEP) student or parent shall be required to accept this designation to replace further instruction and further opportunities to achieve a "pass-state level" designation as defined in Part 3501.0130, subpart 2, item 4.~~

Legal References:

Minnesota Statute 13.34 (Examination Data)

Minnesota Statute 120B.11 (School District Process)

Minnesota Statute 123B.143, Subd. 1 (Superintendent)

Minnesota Statute 123B.30 (Statewide Testing and Reporting System)

Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)

Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)

Cross References:

Moorhead School Board Policy 601: School District Curriculum and Instruction Goals

Moorhead School Board Policy 640: Graduation Requirements

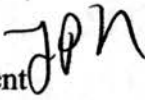
Moorhead School Board Policy 650: School District System Accountability

Moorhead School Board Policy 656: Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation and LEP Students

[Search Again](#)

MEMO #: S-04-093

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: March 30, 2004

RE: Approval of Policy

Attached please find policy, Safety and Security Technology (712), for your review.

Suggested Resolution: Move to approve policy, Safety and Security Technology (712), as presented.

LPN:mde
Attachment

❖ Policies and Procedures ❖

Code: 712
Category: Policy of the School Board / Moorhead, MN
Section: 700 NON-INSTRUCTIONAL OPERATIONS
Name: Safety and Security Technology
Adopted: 8/14/1995
Revised: 2/14/2000
Reviewed: 2/14/2000
Policy: 1. PURPOSE

The purpose for using safety and security technology in school buildings, school buses, and other property utilized by Independent School District #152 Moorhead Area Public Schools is to enhance the safety and security of pupils and staff. Various forms of technology may be utilized to deter misbehavior, promote security and safety, and serve as evidence if needed for disciplinary action or criminal proceedings.

II. General Statement of Policy

The purchase and utilization of safety and security technology will occur only after review and approval by the School Board.

III. Video Cameras

~~A. Placement - Video cameras may be installed only in common student areas, (e.g. hallways, cafeteria, library, office, parking lots, school buses, etc.). Signs will be placed in areas where video cameras are installed notifying all persons that their conversation or actions may be recorded on tape.~~

~~Under no circumstances will video cameras be installed in areas restricted to only one sex (e.g. bathroom, locker rooms, etc.).~~

~~Surveillance equipment on buses will be rotated on a random basis and used to target bus routes identified or suspected by drivers or other district staff as having a problem. Neither students nor bus drivers will have prior knowledge of video cameras being placed on buses.~~

A. Placement in school buildings and grounds.

1. School district buildings and grounds may be equipped with video cameras. Signs will be placed at entrances to buildings where video cameras are installed notifying all persons that their conversation or actions may be recorded on tape.

2. Video surveillance may occur in any school district building or on any owned or leased school district property.

3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

B. Placement in school buses.

1. Each and every school bus owned, leased, contracted and/or operated by the school district shall be equipped with a fully-enclosed box or placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded.

2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.

3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B C. Use and Retention of Video Tapes Recordings.

1. Tapes Recordings will be viewed under the following conditions:

- a. a complaint or report from a student, staff members, parent, bus driver, or other citizen arising out of suspected personal misconduct;
- b. at the request of a school administrator or law enforcement agency;
- c. periodic review at the discretion of the school principals, transportation director, or other designees of the Superintendent.

2. Video tapes recordings will not be released or shown to parents, the public, or district personnel, except in conformance with the Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act) and the 20 U.S.C. 1232g (Family Education Rights and Privacy Act) and rules and/or regulations promulgated thereunder.

3. Video tapes recordings or copies of video tapes recordings used as evidence in school policy or safety violations will be retained by the school district until conclusion of any disciplinary proceeding in which the video tape recording is used as evidence and will be kept as set forth in the school district's Records and Retention Schedule (504.1).

4. Video tapes recordings used as evidence in criminal proceedings will be retained until released to be destroyed by court order or law enforcement officials.

IV. Other Safety and Security Technology

A. Placement - Other forms of safety technology may be utilized to enhance student and staff safety.

B. Use - Any safety and security technology used such as stationary or hand-held metal detectors will be utilized in accordance with federal and state statute and local ordinances. Students and staff will be informed in advance of the use of any such equipment.

Legal References:

Minnesota Statute Chapter 13 (Minnesota Government Data Practices Act)

Minnesota Statute 121A.585 (Notice of Recording Device)

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

34 C.F.R. Secs. 99.1-99.67

Cross Reference:

Moorhead School Board Policy 504: Protection and Privacy of Pupil Records

Moorhead School Board Policy 551: Student Discipline

Moorhead School Board Policy 720: Student Transportation Safety

Search Again

MEMO #: S-04-094

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent

LPN

DATE: March 30, 2004

RE: Approval of Policy

Attached please find policy, Public Gifts to the School District (834), for your review.

Suggested Resolution: Move to approve policy, Public Gifts to the School District (834), as presented.

LPN:mde
Attachment

❖ Policies and Procedures ❖

Code: 834
Category: Policy of the School Board / Moorhead, MN
Section: 800 BUSINESS SERVICES
Name: Public Gifts to the School District
Adopted: 2/13/1979
Revised: 2/8/1999
Reviewed: 5/1/1990 9/26/1994 2/8/1999
Policy: I. PURPOSE

The School Board of Moorhead Area Public Schools may accept, on behalf of and for the school district, any grant, bequest or gift of money or property for a purpose deemed by the school bBoard to be suitable and in compliance with state law.

II. GENERAL STATEMENT

~~The following criteria should be utilized for examining and evaluating offers of gifts to the district:~~

- ~~1. Has a purpose consistent with that of the school district.~~
- ~~2. Will not add to staff load.~~
- ~~3. Will not begin a program that the Board would be unwilling to take over when gift or grant funds are exhausted.~~
- ~~4. Would not bring undesirable or hidden costs to the school system or cause unreasonable inequity.~~
- ~~5. Place no restrictions on the school program.~~
- ~~6. Will not be inappropriate or harmful to the best education of pupils.~~
- ~~7. Will not imply business or product endorsements.~~
- ~~8. Will not be in conflict with any provision of school policy or public law.~~
- ~~9. Shall become school district property.~~

It is the policy of this school district to accept gifts only in compliance with state law. Please refer to Administrative Procedure 834.1 for the criteria used for examining and evaluating offers of gifts to the school district.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine

whether any gift or any precondition, condition or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether the gift should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

On behalf of the School Board, a letter of appreciation shall be sent to the donor(s).

Legal References:

Minnesota Statute 123B.02, Subd. 6 (Bequests, Donations, Gifts)

Minnesota Statute 456.03 (Gifts)

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HUMAN RESOURCE**MEMO #: HR .04.190**

TO: Dr. Larry Nyblad

FROM: Ron Nielsen

SUBJECT: RESOLUTION FOR PLACEMENT OF TENURED TEACHERS
ON AN UNREQUESTED LEAVE OF ABSENCE

DATE: April 7, 2004

At the March 8, 2004 school board meeting to reduction of 19.65 full time equivalent (FTE) of probationary and tenured teachers was approved. The reduction of these positions is related to the projected declining enrollment and financial limitations.

Additional staffing reductions are due to contractual issues, teachers returning from leaves and filling vacancies during the year. The following is a summary of the proposed reductions of tenured teachers.

<u>Unrequested Leave of Absence of Tenured Teachers</u>	<u>License</u>	<u>FTE</u>
Dorian Boe	Elementary Ed	1.00
Orella Olson	Elementary Ed	1.00
Pat Haugen	Elementary Ed	1.00
Sayra Crary	ESL	1.00
Lisa Hustad	EBD/LD	1.00
TOTAL		5.00

Consider the attached resolution directing the administration to place the above named tenured teachers on unrequested leave of absence.

SUGGESTED RESOLUTION: Move to approve the following resolution:

WHEREAS, the School Board of Independent School District No. 152 adopted a resolution proposing placement of the following tenured teachers on unrequested leave of absence:

Name	License	FTE
Dorian Boe	Elementary Ed	1.00
Orella Olson	Elementary Ed	1.00
Pat Haugen	Elementary Ed	1.00
Sayra Crary	ESL	1.00
Lisa Hustad	EBD/LD	<u>1.00</u>
TOTAL		5.00

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 152 that the above named tenured teachers are hereby placed on unrequested leave of absence as a teacher of Independent School District No.152 on the grounds of discontinuance of position, lack of pupils and financial limitations, effective at the end of the 2003-2004 school year on June 30, 2004 pursuant to Minnesota Statutes, Sec 122A.40, subd. 11 and Article 23, Section 1 and 2 of the 2003-2005 Teacher Master Agreement.

BE IT FURTHER RESOLVED, that a notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teacher by certified mail or personally and that an affidavit of same be placed in his/her file, together with a copy of the notice and resolution.

RN/smw

HUMAN RESOURCE**MEMO #: HR .04.191**

TO: Dr. Larry Nybladh
FROM: Ron ~~Wickler~~
SUBJECT: Termination or reduction of non-licensed positions
DATE: March 30, 2004

The following personnel have been recommended for termination or reduction of their employment with the Moorhead Area Public Schools as the result of declining enrollment and financial limitations. Reductions are being made in accordance with the following applicable contract provisions:

Master Agreement for Secretarial and Clerical Employees Article XI
Master Agreement for Paraprofessionals, Article XII
Master Agreement for Custodians, Article VI
Dietary and Food Service Agreement, Article XII

Termination and Non-Renewal of Employment

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Cheryl Adams	.385	Paraprofessional
Cheryl Adams	.50	Secretary
Julie Anderson	1.00	Secretary
Janet Arnold	1.00	Secretary
Patricia Beach	1.00	Secretary
Bonnie Beedy	1.00	Paraprofessional
Dottie Biffert	.50	Food Service
Shirley Bouchard	1.00	Secretary
Mary Broten	.50	Paraprofessional
Debra Buth	.7692	Paraprofessional
Leah Christie	1.00	Paraprofessional
Nancy Dampier-Nizzi	.75	Food Service
Jeanne Erickson	.8125	Secretary
Mary Flickinger	.50	Secretary
Diane Hanson	1.00	Secretary
Brenda Helland	1.00	Paraprofessional
Bonita Hellerstadt	1.00	Secretary

Michael Hennessy	1.00	Paraprofessional
Kelsy Jenkins	.7692	Paraprofessional
Robert Jones	1.00	Paraprofessional
Rebecca Lee-Hunt	.615	Paraprofessional
Ellie Nettestad	1.00	Paraprofessional
Steve Osvold	1.00	Paraprofessional
Ryan Parker	1.00	Paraprofessional
Jennifer Peterson	1.00	Paraprofessional
Aisha Salih	.594	Food Service
Bea Salverson	.50	Non-Aligned
Melissa Swenson	.7692	Paraprofessional
Sub Total FTE Reduction	<u>22.9641</u>	

Reduction of Employment

Anne McLarnan	1.00 FTE to .50 FTE
Peggy Haugstad	1.00 FTE to .625 FTE
Sub Total FTE Reduction	<u>.875 FTE</u>

Job Class Reduction

Steve Huebner	B31 to A13	Custodian
Jerome Mogard	B31 to A13	Custodian
Virginia Ingebretson	A13 to A12	Custodian

Other Reductions

Vacant positions	6.125
Resigned mid year position not filled	1
Resigned mid year filled with temp	<u>.646</u>
Total FTE Reduction	<u>7.771</u>

Total FTE Reduction	<u>31.6101</u>
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Summary of Reductions by contract:

Secretary	14.8125
Paraprofessional	14.4536
Food Service	1.844
Non-Aligned	.50
Total	<u>31.6101</u>

SUGGESTED RESOLUTION: Move to direct the administration to effect termination or reduction of non-licensed employee positions as provided under Minnesota Statute 123B.02 and in accordance with contract provisions for the following positions:

Termination and Non-Renewal of Employment

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Cheryl Adams	.385	Paraprofessional
Cheryl Adams	.50	Secretary
Julie Anderson	1.00	Secretary
Janet Arnold	1.00	Secretary
Patricia Beach	1.00	Secretary
Bonnie Beedy	1.00	Paraprofessional
Dottie Biffert	.50	Food Service
Shirley Bouchard	1.00	Secretary
Mary Broten	.50	Paraprofessional
Debra Buth	.7692	Paraprofessional
Leah Christie	1.00	Paraprofessional
Nancy Dampier-Nizzi	.75	Food Service
Jeanne Erickson	.8125	Secretary
Mary Flickinger	.50	Secretary
Diane Hanson	1.00	Secretary
Brenda Helland	1.00	Paraprofessional
Bonita Hellerstadt	1.00	Secretary
Michael Hennessy	1.00	Paraprofessional
Kelsy Jenkins	.7692	Paraprofessional
Robert Jones	1.00	Paraprofessional
Rebecca Lee-Hunt	.615	Paraprofessional
Ellie Nettetstad	1.00	Paraprofessional
Steve Osvold	1.00	Paraprofessional
Ryan Parker	1.00	Paraprofessional
Jennifer Peterson	1.00	Paraprofessional
Aisha Salih	.594	Food Service
Bea Salverson	.50	Non-Aligned
Melissa Swenson	.7692	Paraprofessional

Reduction of Employment

Anne McLarnan	1.00 FTE to .50 FTE
Peggy Haugstad	1.00 FTE to .625 FTE

Job Class Reduction

Steve Huebner

B31 to A13

Custodian

Jerome Mogard

B31 to A13

Custodian

Virginia Ingebretson

A13 to A12

Custodian

RN/smw

BUSINESS SERVICES MEMO #:

B.04.047



To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: April 6, 2004

RE: Advertisement For Electronic Message Board

As you will note in the memo received from Dan Markert, Director of Technology, the district is ready to advertise for bids relating to the electronic message boards for the districts monumental site signage. Should you have any questions regarding this matter, please contact me.

Suggested Resolution: Move to approve for the advertisement of bids for the electronic message boards as related to the school districts monumental site signage plan.

MLW/dmh

Attachment



TO: Mark Weston
FROM: Dan Markert DM
DATE: 4/6/04
RE: Electronic Message Board

The technology department has reviewed several electronic message board options to be integrated with our buildings' monumental sign. Zerr-Berg architects has finalized monumental sign design as well as selected sign placement at each building site. Zerr-Berg has applied for and received City of Moorhead approval for sign placement, size and design for each school project.

At this time, I am recommending we move forward to bid a total of five single sided Daktronics Galaxy AF-3160-24x64-34-A electronic message signs to be installed at each of the following sites:

Hopkins Elementary
Horizon Middle School
Probstfield Education Center
Robert Asp Elementary
S.G. Reinertson Elementary

In addition Moorhead High School will need to purchase two Daktronics Galaxy AF-3160-24-80-34-A to be integrated into a free standing sign.

All electronic message boards will be connected to adjacent school building's data network via fiber optics cabling. All signs include Venus 1500 control software.

OFFICE OF TEACHING & LEARNING MEMO #: I.04.128



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Moorhead Community Access Television Proposal
DATE: April 12, 2004

Attached is a shared facilities use agreement between Moorhead Community Access Television "MCAT" and Independent School District # 152 which was presented to the board at the March 22 meeting. The agreement calls for the creation of a television production student, control booth and editing bays within the Black Box theater space at Moorhead High School.

Members of the Moorhead Community Access Television will be available to answer questions the board may have regarding the partnership agreement.

SUGGESTED RESOLUTION: Move to approve the shared facilities use agreement with Moorhead Community Access Television and Moorhead Independent School District # 152 for the time period April 2004 - April 2014.

LAK/kmr
Attachment

**SHARED FACILITIES USE AGREEMENT
BLACKBOX THEATER / TV STUDIO
MOORHEAD HIGH SCHOOL**

April 2004 – April 2014

This Agreement made and entered into this _____ day of _____, 2004, by and between the Moorhead Community Access Television, a non-profit corporation, hereinafter referred to as the "MCAT," and Independent School District #152, a public school corporation, hereinafter referred to as "SCHOOL."

WITNESSETH:

WHEREAS, the SCHOOL owns the facility identified as BlackBox Theater/TV Studio in the Moorhead High School; and

WHEREAS, the SCHOOL has an interest in offering its staff and students opportunities in the area of television and video production.

WHEREAS, MCAT has a need for additional space for the purposes of cable access production and distribution.

WHEREAS, the SCHOOL and MCAT view the sharing of space as a cost effective and mutually beneficial partnership in serving their educational mission and community service goals.

NOW THEREFORE, it is agreed by and between MCAT and the SCHOOL hereto as follows:

1. That the SCHOOL hereby agrees to allow MCAT to occupy the space specified in Exhibit 1 for duration of the agreement. MCAT will be granted 24 hour / 7 day week access to this space.
2. That the SCHOOL and MCAT hereby agree to share the use of the space identified in Exhibit #2.
3. That the SCHOOL will be responsible for all costs associated with the construction remodel of the occupied and shared space.
4. That MCAT will be responsible for all costs related to the purchase and installation of the TV studio production equipment in the shared space.
5. That MCAT will be responsible for all costs related to the purchase and installation of the cable access playback and distribution equipment in the occupied space Exhibit #3A and 3B.

6. That the SCHOOL will be responsible for all upkeep and maintenance of these occupied and shared areas, as well as the expense of electricity, local dial tone, Internet access and HVAC systems.
7. That the SCHOOL will make available to MCAT long distance toll access, Web site domain hosting, photocopy and postal services and technical support. MCAT will reimburse the SCHOOL for the cost of utilized services.
8. That the SCHOOL and MCAT will coordinate scheduled use of the BlackBox Theater/TV Studio space with preferential daytime hour use by SCHOOL and evening utilization by MCAT.

"Daytime hour" is the period from 7:00 a.m. through 6:00 p.m. "Evening" is defined as the period from 6:01 p.m. through 6:59 a.m.

9. That MCAT provide for no less than \$1,000,000.00 bodily injury and property liability per occurrence, and the SCHOOL agrees to provide reasonable, safe premises and to maintain them in a reasonable safe condition. Nothing in this Agreement shall be deemed to limit or abrogate the duty of the SCHOOL. The SCHOOL will provide property coverage for their exposure to loss. MCAT will provide property insurance coverage for their exposures to loss.

MCAT will provide additional insured status on their liability insurance contracts for the SCHOOL. The SCHOOL agrees to a waiver of subrogation for MCAT.

MCAT will provide worker compensation insurance for its employees and provide a certificate verifying coverage is in effect.

10. This Agreement will be for the duration of ten (10) years and MCAT will have first (1st) option to continue use of occupied and shared space. A bi-annual review of the partnership agreement will be conducted between SCHOOL and MCAT during the month of April beginning in the second (2nd) year of the agreement. Necessary and desired changes to the partnership agreement will be mutually negotiated and enacted. The SCHOOL and/or MCAT can terminate this agreement after the third (3rd) bi-annual review and only at the time of a formal review. In the event of a decision to terminate this agreement, the effective date will be September 1st, of that year.
11. That the SCHOOL acknowledges the need for MCAT to maintain its independent status as a non-profit organization governed by applicable state and federal regulations. Furthermore MCAT maintains autonomy in the operation of Moorhead Community public access television service as specified in the bylaws of the organization Exhibit #4.

12. That MCAT acknowledges the need for the School to maintain its independent status as a public school corporation governed by applicable state and federal laws, rules and regulations. Furthermore, the School maintains autonomy in all of its buildings and programs including, but not limited to, the Blackbox Theater/TV Studio in the Moorhead High School as well as all of the space identified in the attached exhibits.
13. That MCAT will be subject to and will comply with all School employee policies and practices and all applicable state and federal laws, rules and regulations.
14. Upon enactment of this agreement, MCAT agrees to amend its bylaws to specify a position on its board of directors to be filled by a SCHOOL appointed member.
15. This Agreement shall be binding upon and insure to the benefit of successor and assigns of the parties hereto and before it becomes effective, will be submitted to the respective governing bodies for their approval by resolution; certified copies of which resolutions shall be attached to the executed copy of the Agreement.

MOORHEAD COMMUNITY ACCESS TELEVISION

BY: _____
Harold Casselton, President

ATTEST: _____
Lynn Tkachuk, Secretary

INDEPENDENT SCHOOL DISTRICT NO. 152

BY: _____
Chair

ATTEST: _____
Clerk

TO: Superintendent Nybladh and Moorhead School Board Members

FROM: Harold "Rusty" Casselton,
President, Moorhead Community Access Television

I understand that there are some additional questions and concerns about programmatic issues at MCAT. I believe that raising these concerns is a responsible act on the part of the school board as we look at going into this partnership. I also believe that we at MCAT have for the past 18 years proven ourselves a responsible organization that has always kept Community Standards and Interests at the forefront of our decision making process. We have in the past come up against potential situations and worked diligently to make sure that the integrity of access television and the expected standards of the Moorhead community have been upheld. MCAT has not had any complaints about its programming content in the past decade and the only complaints we have ever had about programming content revolved around individual taste issues, not breaches in community standards. The two documents you have attached ("Operating Rules and Procedures", and "MCAT Project Proposal" form) are examples of how we at MCAT have approached setting up expectations for the community producers as they look to utilize public access in a responsible manner. Section Three (pp. 7,8) of the Operating Rules addresses content issues. The MCAT board has final control of what is put on the access channel and we clearly focus on community standards as a guide in our decision making process.

As presented at the board meeting last week, the School/MCAT partnership provides a rare opportunity for sharing resources, pooling expertise, exploring and utilizing new ways to further the mission of both of our organizations. I firmly believe that this is the perfect partnership for community education in Moorhead. The possibilities for both community voice and community education are endless. I would urge you to look at the overwhelming value of this partnership to the school district and the community and not get caught up in the possibilities of "what if." A partnership is a mutual bond that is built upon respect and trust to achieve something that is not possible by each party alone. This is the basis of the School/MCAT partnership, and I ask you to respect MCAT's role in this community and to trust in our ability to uphold community values as we have been doing for the past 18 years.

We as a community certainly respect the workings of the School Board, the administration, the teachers, and the staff as you fulfill your responsibility to educate and develop the future citizens of Moorhead. We trust you to uphold the educational expectations of our community. Again, I ask you to respect the position that it is MCAT's chartered responsibility to provide cable access in Moorhead and to look to our mission, our goals, and our track record as a responsible organization dedicated to serving and upholding the values of this community.

Moorhead Community Access Television

Operating Rules and Procedures

Final

Prepared by Dana J. Harris, Access Coordinator

Revised July 1, 2000

Section 1

Purpose

The purpose of these operating rules and procedures is to clearly define the rights, responsibilities and privileges of Moorhead Community Access Television (MCAT), its staff, and the community members in the service area of Cable One, Inc., Moorhead, in the use of MCAT facilities, equipment, staff and access channel time.

Moorhead Community Access Television is a non-profit corporation that exists in order to provide qualified parties a means of free or low-cost public speech via the cablecast system in Moorhead. In order to encourage local participation in this public access channel and its programming, MCAT will make every attempt to provide its facilities, equipment, staff and access channel time at a reasonable cost to certified Access Producers acting in good faith. Fees will be imposed for productions that do not serve the needs or interests of the community as determined by these operating rules.

The following operating rules and procedures are based upon the Federal Communications Commission regulations, Minnesota Cable Communications Board Rules, and the Moorhead Cable TV Franchise Ordinance. The Alliance for Community Media and the Board of Directors for Moorhead Community Access Television also made recommendations for these rules. They were created to insure maximum use by all area individuals, groups, and organizations that desire access to MCAT facilities, equipment, staff and access channel time.

Section 2

Priorities

MCAT facilities, equipment, staff and/or channel time shall be available for access cablecasting to any Access Producer on a first come, first served non-discriminatory basis after completion of the necessary certification procedures. All requests are dependent on the availability of MCAT facilities, equipment, staff and/or access channel time.

The following priority rules will be the guiding principles by which MCAT and its representatives shall operate at all times. The priority rules will be used to determine scheduling requests for facilities, equipment, staff and/or channel time. Any conflicting requests for facilities, equipment, staff and/or channel time that cannot be resolved via the priority rules will be handled by the Access Coordinator on a non-discriminatory basis. The Access Coordinator will make every effort possible to ensure that no single Access Producer monopolizes the equipment, facilities, staff and/or channel time to the disadvantage of other Access Producers.

To facilitate the Access Coordinator's efforts to maximize fair use, ensure diversity of expression, and protect the benefits to the community, each community individual, business, group, organization or other entity interested in becoming a certified Access Producer is required to complete a Project Proposal form. The Project Proposal form identifies the Access Producer by name and pertinent information, details the proposed program content, makes specific requests for facilities, equipment, staff and/or channel time, and legally binds the Access Producer to accept all responsibilities for use of MCAT facilities, equipment, access channel time and their program materials. Access Producers are required to complete a Project Proposal before any consideration of facilities, equipment, staff and/or channel time can be made.

FIRST PRIORITY

Access Producers residing in the geographic region defined by the Moorhead, Minnesota service area of Cable One, Inc. shall have first priority for MCAT facilities, equipment, staff and access channel time to produce and cablecast program materials.

No fee shall be imposed for facilities, equipment, staff time and/or channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed for any incidental supplies or materials made available to Access Producers in field productions, editing sessions, cablecasting or training sessions.

SECOND PRIORITY

Access Producers residing in the geographic region defined by the Moorhead, Minnesota service area of Cable One, Inc. shall have second priority for access channel time in cablecasting program materials not produced by MCAT (non-local sources).

No fee shall be imposed for access channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed for any incidental supplies or materials made available to Access Producers related to cablecasting, i.e., tape stock for dubs of program materials.

THIRD PRIORITY

Educational institutions and government bodies located within the geographical region defined by the Moorhead, Minnesota service area of Cable One, Inc. shall share the third priority for MCAT facilities, equipment, staff time and access channel time on a first come, first serve non-discriminatory basis subject to availability to produce and/or cablecast program materials.

No fee shall be imposed for facilities, equipment, staff time or channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed for any incidental supplies or materials made available to Access Producers in field productions, editing sessions, cablecasting or training sessions.

FOURTH PRIORITY

Local origination programming created or sponsored by the Access Coordinator, Access Board, or authorized representatives shall have fourth priority for MCAT facilities, equipment, staff and access channel time.

No fee shall be imposed for facilities, equipment, staff time or channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed for any incidental supplies or materials made available to Access Producers in field productions, editing sessions, cablecasting or training sessions.

FIFTH PRIORITY

Access Producers not residing in the geographic region defined by the Moorhead, Minnesota service area of Cable One, Inc. shall have fifth priority for MCAT facilities, equipment, staff time and access channel time in producing and cablecasting their program material.

No fee shall be imposed for facilities, equipment, staff time and/or channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed for any incidental supplies or materials made available to Access Producers in field productions, editing sessions, cablecasting or training sessions.

SIXTH PRIORITY

Access Producers not residing in the geographic region defined by the Moorhead, Minnesota service area of Cable One, Inc. shall have sixth priority for access channel time in cablecasting program materials from non-local sources, provided that an individual, business, group, organization or other entity living in the geographical region defined by the Moorhead, Minnesota service area of Cable One, Inc. is able to become a certified Access Producer and is willing to sponsor that program as a second priority request.

No fee shall be imposed for facilities, equipment, staff time or channel time for these Access Producers provided that program content meets rules regarding non-commercial programming. Costs will be assessed

for any incidental supplies or materials made available to Access Producers related to cablecasting, i.e., tape stock for dubs of program materials.

SEVENTH PRIORITY

Access Producers of any geographic region producing or providing program materials funded, sponsored, or underwritten in part or in full by any individual, group, or business shall have seventh priority for MCAT facilities, equipment, staff and/or access channel time.

Fees may be imposed for facilities, equipment, staff time or channel time for these Access Producers even if program content meets rules regarding non-commercial programming. Determination of any fees will be made from analysis of the Access Producer's Project Proposal. Costs will be assessed for any incidental supplies or materials made available to Access Producers in field productions, editing sessions, cablecasting or training sessions.

Additionally, a message identifying the sponsor or underwriter must appear at the beginning and end of a program in the following manner:

*"This program was made possible with funds provided by
(sponsor of city)."*

No street address, telephone number, slogan or other descriptive message may be used to identify the sponsor. The only audio message in this announcement is a voice-over which must be read during the same period the visual message appears. No sponsoring identity name or logo may appear in the program material.

Program content of a sponsored access production shall not resemble an advertisement for the sponsoring entity.

NO PRIORITY

All Access Producers regardless of geographic boundary or above priorities using MCAT facilities, equipment, staff and/or channel time for their own purposes without regard to the public benefit involved shall be determined to be operating under the "for profit" motive. The "for profit" motive violates the spirit of MCAT's non-profit status. "For profit" is also counter to the ethic of the Public Benefit. These "profiteers" should be discouraged from operating in the public access arena to prevent corruption of a bonafide Access Producer's right to free speech. Profit and free enterprise cannot peacefully co-exist with the ideal of freedom of speech.

The clearest test for the "for profit" motive is to judge a Project Proposal on the basis of the intended audience. Does the Access Producer's material attempt to reach the cablecast community at large? Does the program provide some clearly distinguishable benefit to the public? ¶

Access Producers clearly operating on a "for profit" motive are required to rent MCAT facilities, equipment, materials, and staff time. Fees will be charged to offset expenses and provide some measure of Public Benefit. User fees shall be reasonable but not necessarily competitive with other equipment providers. MCAT is not in the business of equipment rentals. User fees shall be collected before any facilities, equipment and staff are made available, subject to anticipated availability. Facilities, equipment and staff time rented to "for profit" Access Producers are subject to immediate recall without warning.

USER FEES

The following fees shall be charged to Access Producers with No Priority or to any Access Producer violating appropriate sections of the Operating Rules and Procedures. Seventh Priority Users may also be charged the following fees as determined by the Access Coordinator:

Remote Production Equipment Rental: \$100 per hour.
Editing Suite Rental: \$75 per hour.
Staff Supervision and/or Instruction: \$25 per hour.
Video System Playback Fee: \$25 per hour.

SCHEDULING PRIORITIES

The above priorities apply to MCAT facilities, equipment, staff time and access channel time. The Access Coordinator shall reserve time periods each day for regularly scheduled program materials, adhering as closely as possible to the eight priorities listed above. There shall be no "grandfathering" effect applied to these rules once approved by the Access Board. Access channel time slots currently occupied by regular program material shall remain in place at the Access Coordinator's discretion. It is important to employ this "network" approach to regular programming to promote access channel viewer ship. Undesirable effects may result if the access channel time schedule is pre-empted solely by the eight priorities.

For example, MCAT currently carries the Moorhead City Council meetings live on the 1st and 3rd Mondays of each month, repeated on the 2nd and 4th Mondays. This use of MCAT facilities, equipment, staff and access channel time is categorized as a Third Priority. A prior commitment guarantees this access channel time slot to the Moorhead City Council over any other Access Producer Priorities.

The Access Producer Priorities are a guide for available MCAT facilities, equipment, staff and access channel time slots. These eight priorities are restricted by the capacity of MCAT facilities, equipment, staff and access channel time. For example, the automated program controller has capabilities for eight sources. There are currently five input sources on-line to the controller: two VHS decks, two 3/4" player decks and the satellite receiver. These limitations may impose a logistical problem when scheduling Access Producer program materials. The Access Coordinator will try to accommodate all requests based on the eight priorities as best as possible. The Access Board may ultimately resolve any conflicting requests that cannot be accommodated by the Access Coordinator.

Section 3

Content

All Access Producers bear sole responsibility for the content and materials used in their program. The signature and local address of the Access Producer and/or program sponsor must appear beneath the indemnification clause on the Project Proposal form for each program submitted prior to production and/or cablecasting. The Access Producer's responsibility includes libel, defamation, copyright and any other legal accountability that may arise from the production or cablecasting of that program.

DISCLAIMER ANNOUNCEMENTS

The following announcement will be cablecast before each program:

*"You are viewing community access programming
made available by Moorhead Community Access
Television."*

An additional tag may be required before each program:

*"The content and opinions presented in the following
program are not necessarily those of Moorhead
Community Access Television."*

The following announcement shall be cablecast after each program:

*"A list of names and addresses of all local sponsors,
producers, organizations using Moorhead Community
Access Television facilities, equipment and channel time
is kept on file at the office of Moorhead Community
Access Television located in the basement of the
Moorhead Public Library."*

OFFENSIVE PROGRAM CONTENT

Upon determination by the Access Coordinator or Access Board that the program subject material offered by the Access Producer may offend some viewers or may not be appropriate for some viewers due to mature content, the following message may precede and/or appear during breaks in the program material:

"The following program is considered to be of mature content and may be considered offensive to some audiences. Viewer discretion is advised."

The Access Coordinator shall schedule program materials containing mature or potentially offensive material at time periods deemed acceptable to MCAT and the Access Producer as available. Generally accepted "safe" hours for this type of program material are from 11 p.m. to 6 a.m. There shall be no attempt to classify the Access Producer's program material in an effort to place it at times other than the first available "safe" hours.

Moorhead Community Access Television is not in any way a censor of material. The Access Board and the Access Coordinator are obligated to protect an Access Producer's First Amendment guarantees while providing for the public access needs of the community in a responsible manner. The Access Coordinator and/or the Access Board may make suggestions to an Access Producer in terms of program content, but the final decisions and responsibilities affecting the program material are those of the Access Producer.

In the event that there are questions about a program submitted being in conflict with community standards, the Board of Directors will review the program and make a judgment regarding the airing of the program. MCAT will not deny channel access time to controversial programming automatically without due process. All materials submitted to MCAT for cablecasting must be accepted to ensure First Amendment rights unless it can be clearly shown in an acceptable legal manner that the program material in question is obscene and/or lacking serious literary, artistic, political, or scientific value. The question of value is one that must be determined by the courts, legislation or other lawful means.

LIMITATIONS

Access Producer programs produced or cablecast using MCAT facilities, equipment, staff or access channel time are prohibited by the FCC from containing any of the following material:

1. Advertising material designed to promote the sale of commercial products or services.
2. Promotion by or on behalf of legally qualified political candidates.
3. Solicitation of funds for any individual, group, business or organization.
4. Obscene, indecent, libelous, or slanderous material.
5. Lotteries or lottery information.

PUBLIC MEETING COVERAGE

Public meetings cablecast over MCAT shall enjoy complete gavel-to-gavel coverage whenever possible without editing or additional editorial comment. Technical or operational considerations may force the interruption or cancellation of coverage. All reasonable effort shall be made to correct problems and resume coverage as possible. All broadcasts are made at the discretion of MCAT and its authorized representatives.

TIMING AND TECHNICAL CONSIDERATIONS

All tapes submitted for cablecasting on MCAT must be received by the Access Coordinator or authorized representative at least one week before cablecast time. Materials will be previewed for technical standards and program content. If the Access Producer's program material contains any unsuitable material as listed in Section 3, "Limitations", the Access Coordinator and/or the Access Board shall reserve the right to reject the material as being inappropriate for a public access channel.

In the event of poor technical quality that is not severe enough to prevent cablecasting, but may cause viewer concern, the following announcement may be shown prior to and during breaks in the program, with additional information as necessary as to the specific problem:

*"Audiences may find that the technical quality of
this programming is unsatisfactory."*

There may be some cases when the technical problem in the program could cause permanent damage to the television sets of the cablecast audience. In these cases, the Access Coordinator may reject the program and make recommendations on how to correct the problem in the future.

Section 4

Equipment

QUALIFICATIONS

Only certified Access Producers may use the facilities, equipment and access channel time of Moorhead Community Access Television. All parties interested in becoming an Access Producer must first complete a Project Proposal form. This gives the potential producer eligibility to become a producer of program material using the facilities, equipment and staff of MCAT. Access Producers providing non-local programming for cablecast on MCAT need only to complete a Project Proposal form. Additionally, Access Producers wishing to produce their own program materials must pass a series of certification workshops in each area of expertise needed to independently operate the facilities and equipment of MCAT.

WORKSHOPS

There are currently three levels of certification workshops available to Access Producers: Introduction to Access Television, Basic Post Production, and Advanced Production Techniques. Other courses may be added at the Access Coordinator's discretion as equipment changes and/or Access Producer needs warrant.

Introduction to Access Television is a two-hour workshop offered as needed to those Access Producers wanting to produce their own program material. The workshop covers the basic layout of the MCAT facilities, introduces each piece of field production equipment, covers basic operation of the production Camcorders, reviews lighting techniques, discusses sound recording in the field, and other pertinent information needed to give an Access Producer competency in production skills.

Basic Post Production is a two-hour workshop offered as needed to Access Producers who have completed the Introduction to Access Television workshop. This workshop introduces the equipment in the post-production suite, discusses the essentials of video editing, offers tips for audio post-production, reviews simple post-production special effects, and other pertinent information an Access Producer needs to complete their program.

Advanced Production Techniques is a two-hour workshop designed for those Access Producers who have completed the first two workshops. This workshop is offered as needed by Access Producers seeking a high degree of proficiency on MCAT equipment. Advanced Production Techniques covers the same subject areas of the first two workshops but attempts to give an in-depth perspective in these production and post-production areas. Topics may include: Advanced Lighting Design, Creative Sound Production in the Field, or Elements of Directing for Television. Other topics may be added at the discretion of the Access Coordinator.

Charges for these workshops may apply as necessary to cover costs for materials or other incidental supplies.

CERTIFICATION CARDS

A certification card will be issued to every Access Producer who successfully completes each workshop. The certification card entitles the Access Producer to borrow and/or operate the equipment associated with each level. For example, an Access Producer may not check out the portable light kit until achieving certification in the Advanced Production Techniques workshop. These limitations will be clearly indicated on the certification card. Workshops must be taken in order unless an Access Producer can successfully demonstrate proficiency at a prior level.

Certification cards must be used within three (3) months of issuance to remain valid. Access Producers losing their certification cards after this period must enroll in the workshops for re-certification. An Access Producer not having used their certification cards within six (6) months of last use may be required to enroll in the workshops for re-certification at the Access Coordinator's discretion. These time limits are necessary to ensure maximum benefit for the Access Producer and others. Such a certification program may significantly reduce damage to equipment by inexperienced operators.

RESPONSIBILITY

Access Producers are wholly responsible for damage to equipment while in their possession or under their control. Equipment that is damaged, destroyed, or lost due to Access Producer misuse, neglect, and/or incompetence will be repaired and/or replaced at full expense to the Access Producer. Each Access Producer will indicate acceptance of this responsibility by signing the equipment clause on the Project Proposal form.

MINORS UNDER THE AGE OF 18

Access Producers under eighteen (18) years of age may not use the facilities, checkout equipment or request access channel time unless their parent or legal guardian signs the Project Proposal form, assuming full liability for facilities, equipment or access channel time in use by a minor. A parent or legal guardian must accompany each minor Access Producer to MCAT the first time the Project Proposal form is completed to sign the necessary waivers in the presence of the Access Coordinator or authorized representative of MCAT. Thereafter, a minor Access Producer need only provide the signature of a parent or legal guardian on the Project Proposal form to use MCAT's facilities, equipment, and/or access channel time.

FACILITY AND EQUIPMENT TIME LIMITS

All portable field production equipment may be checked out for a period not to exceed forty-eight (48) hours at one time, unless the Access Coordinator approves a holiday period or other extenuating circumstances in advance.

Post Production facilities and equipment shall be available without charge for up to twelve (12) hours per calendar month. Of these twelve hours, no more than three (3) hours shall be consecutive.

Regardless of the amount of hours, no Access Producer shall be permitted to use the field production equipment or post-production suite more than four (4) times in any calendar month.

Exceptions to these hour limitations must be arranged at the Project Proposal phase with the Access Coordinator. The Access Coordinator is not bound to honor any requests for additional time, but will make every effort to accommodate reasonable requests on behalf of each Project Proposal completed by the Access Producer. These rules have been created to provide maximum time allotments to all interested Access Producers in a fair and equitable manner.

To alleviate congestion in the post-production suite and keep accurate track of Access Producer tapes and/or other production elements it is strongly recommended that Access Producers clearly label their materials during production and/or post-production. To facilitate this request Access Producers will be allowed an additional ten (10) hours per calendar month with no more than two (2) consecutive hours per session for tape logging. Exceptions to these hours may be granted at the Access Coordinator's discretion.

The Access Coordinator or authorized representative will attempt to keep an accurate time log for each Access Producer. However, Access Producers are expected to honestly and accurately log their own time as well. This provides a fair method of crosschecking time logs and allows Access Producers an efficient means of planning their production and/or post-production time. If an Access Producer violates these time limits that can be reason for loss of time privileges in the next calendar month or appropriate time period as agreed to by both Access Coordinator and Access Producer.

The Access Coordinator will deal as reasonably as possible with each Access Producer in terms of these time limits. Requests for after hours access to facilities, equipment, and/or staff will handle on an individual basis as staff time and facility access permits.

Access Producers are expected to reserve times for post-production sessions no later than two (2) working days prior to their anticipated session. Access Producers may not reserve times for post-production any earlier than thirty (30) days prior to their anticipated session. Access Producers must inform the Access Coordinator of their intent to cancel a post-production session no later than twenty-four (24) hours prior to the scheduled session.

ACCESS CHANNEL TIME LIMITS

Cablecast time on Moorhead Community Access Television without charge shall be limited to ten (10) hours per calendar month by any Access Producer. An exception has been made for the airing of Mind Extension University and will continue to be allowed until changed by the Access Coordinator or Access Board.

When MCAT schedules subsequent showings of a program beyond the original access channel time slot requested by the Access Producer such additional time will not be logged against the ten hour per month limit.

Whenever appropriate all program material produced with MCAT facilities, equipment and/or supplies must be carried on Moorhead Community Access Television.

Requests for access channel time may be submitted with the Project Proposal form no earlier than one month (30 days) in advance, and no later than fourteen (14) days in advance to the Access Coordinator. The Access Coordinator may make exceptions to these limits as needed.

Exceptions to these limitations may be made if the Access Coordinator determines an Access Producer's case to be of special public benefit. Weekend scheduling of access channel time may be granted, subject to staff time and facility access limitations.

Section 5

Rights and Responsibilities

RIGHTS OF ACCESS PRODUCERS

Any certified Access Producer entitled to use of MCAT facilities, equipment, staff and/or access channel time has the following rights:

1. To use MCAT equipment and resources to produce program material for cablecast on Moorhead Community Access Television.
2. To have a videotape produced through any other means cablecast on Moorhead Community Access Television.
3. To request MCAT staff to provide assistance or advice in the production and/or cablecasting of their program.
4. To copyright original creations and protect them against copyright infringement.

RESPONSIBILITIES OF ACCESS PRODUCERS

Any certified Access Producer entitled to use of MCAT facilities, equipment, staff and/or access channel time has the following responsibilities:

1. To read, understand and agree to the Operating Rules and Procedures of Moorhead Community Access Television.
2. To permit their name and address to be recorded for MCAT programming files.
3. To assume personal financial responsibility for any use of MCAT facilities and equipment checked out in their name.
4. To respect the rights of other Access Producers and to leave MCAT facilities and/or equipment in the same condition it was received.
5. To assume full responsibility and liability for the content of their program material and any copyrighted material therein.
6. To follow the rules regarding unacceptable program material set forth in Section 3, "Limitations" of these Operating Rules and Procedures.
7. To identify the originator, producer, and sponsor of program material cablecast by MCAT.

GROUND FOR LOSS OF PRIVILEGES

Any breach of the following conditions may result in the loss of an Access Producer's privileges for MCAT facilities, equipment, staff time and/or access channel time for a period of time determined by the Access Coordinator:

1. The use of equipment other than specified on the Project Proposal form, or in addition to that which is specified without submitting additional Project Proposals.
2. Using MCAT facilities, equipment, staff and/or access channel time for purposes which result in personal payment or gain for the Access Producer.

3. Using MCAT facilities, equipment, staff and/or access channel time with the intent to produce something other than specified on the Project Proposal form.
4. Giving, lending or sharing the use of MCAT facilities, equipment and/or access channel time with individuals, groups, organizations, or other entities who are not certified Access Producers and/or have not completed a signed Project Proposal form.
5. Abnormal use of MCAT facilities and/or equipment.
6. Unintentionally or intentionally harming or causing harm or loss to MCAT facilities and/or equipment.
7. Producing material that is unacceptable for cablecast on MCAT as defined in Section 3, "Limitations" of these Operating Rules and Procedures.
8. Taking or leaving the equipment without proper checkout or check-in procedures.
9. Misrepresenting oneself with MCAT facilities, equipment, staff and/or access channel time. The Access Producer is a separate entity and not affiliated, employed, nor accorded any protection or benefits of MCAT.
10. Failure to return equipment on time as promised during the checkout process. This includes failure to make arrangements for the rest of the checkout period either by phone or in person due to unforeseen situations.

PENALTIES

Access Producers who have lost their privileges shall be dealt with on an individual basis. The most common penalty shall be suspension of checkout privileges for a period of time to be determined by the Access Coordinator. Typically, this might be as follows: for each day a checkout package is overdue the Access Producer loses one week of his/her eligibility to checkout or use MCAT equipment and/or facilities.

Other penalties, including monetary fines, may be charged as warranted at the discretion of the Access Producer.

APPEAL PROCEDURES

Any certified Access Producer who is denied access to the facilities, equipment, staff time and/or access channel time by the Access Coordinator for reasons stated in these Operating Rules and Procedures may appeal to the Access Board within thirty (30) days of the denial. The Access Coordinator will provide the necessary forms and instructions for appeal. The appeal will be reviewed at the next regularly scheduled Access Board meeting.

A log of complaints, comments and suggestions will be kept on file in the MCAT office. Letters regarding such matters will also be kept on file in the MCAT office. The Access Board will review the log and letters within a sixty (60) day period.

Access Board meetings are open to the public. Persons interested in attending should consult the Access Coordinator for the time, date and place of the meeting.

Section 6

Definitions

ACCESS: The ability for community members to use the available video equipment, studio and access channel time to produce and display community programming.

ACCESS BOARD: A volunteer group of community citizens exercising the responsibilities and powers of a non-profit/tax-exempt corporation and taking necessary action to protect that status. The Access Board also provides direction on MCAT's policies, operations and activities to the Access Coordinator.

ACCESS CABLECASTING: Program material provided by producers or viewers of MCAT airing on access channel time provided by MCAT.

ACCESS CHANNEL TIME: Designated time slot for airing program material on a specific signal path as schedules and equipment permit.

ACCESS COORDINATOR: The staff person responsible for every facet of MCAT's daily operations, including promotion, training, scheduling, maintenance, and other necessary tasks as required by the Access Board.

ACCESS PRODUCER: Any individual, group or organization that makes proper application for using MCAT facilities, equipment and/or access channel time for the purpose of producing and/or cablecasting their program material over MCAT.

ADVERTISING: Any method of attracting attention to commercial goods, products or services, including candidates for public office.

CABLECASTING: The origination of programming by a cable television system exclusive of broadcast signals.

COMMUNITY: The local geographical region defined by the area served by the Cable One cable system.

COMMUNITY STANDARDS: Any written laws or ordinances as well as the unwritten code of ethics, morals and acceptable behaviors deemed appropriate by a general consensus of community residents.

CONTROVERSIAL PROGRAMMING: Programming may be considered controversial when community standards are breached in some manner. This may include material of a criminal nature and/or material that have been determined by courts or legislation to be obscene and/or without any redeeming merit. Material that differs from the community standard in philosophical terms may be considered controversial.

COPYRIGHT: The exclusive legal right of publication, duplication, imitation, or sale of any work as defined by current Copyright law. All necessary copyright clearances are the responsibility of the Access Producer.

DEFAMATION: Material that exposes any entity to hatred, contempt, ridicule, degradation or disgrace within society or community, or causes injury to that entity's purpose and/or livelihood. Any entity issuing defamatory subject matter is liable for damages within the laws of the State of Minnesota.

LEGALLY QUALIFIED CANDIDATES: Any person who has publicly announced their candidacy for nomination by a convention of a political party, or for nomination or election in a special primary or general election for municipal, county, state or national office, so that the candidate may be voted for by the electorate directly or by means of delegate, or electors, and who has qualified for a place on the ballot, or is eligible under applicable law to be voted for by sticker, by write-in ballot, or other methods, and has been duly nominated by a political party which is commonly known, or makes a substantial showing that validates the candidate's nomination or office.

LIBEL: Any written, printed or pictorial statement that damages an entity by defaming character or exposing the entity to ridicule. Also, the acting of presenting such a statement to the public.

LOTTERY: Any device, scheme, plan, promotion, content or other program which involves directly or indirectly the elements of prize, chance and consideration or any such act which is declared a lottery under applicable local, state or federal law.

NON-DISCRIMINATORY: All certified persons shall be allowed access to the available facilities, equipment, and staff on a first come, first served non-discriminatory basis. No person shall be denied access to these facilities, equipment, or staff because of race, color, creed, religion, nationality, origin, gender, or disability.

NON-LOCAL MATERIALS: All program materials introduced by Access Producers that were created at a facility other than MCAT.

OBSCENE: Any material in a program and/or presentation which would subject the producer or supplier to prosecution under local, state or federal law pertaining to production and/or presentation of obscene or indecent materials. Also, that which would be considered offensive by the standards of decency within the community.

PUBLIC BENEFIT: Any attempt by MCAT, access producers and program providers to provide program material that offers some measurable benefit for the community that meets community standards.

PRODUCER PROFIT: Any producer using MCAT facilities, equipment or staff for their own purposes without regard to the public benefit involved shall be determined to be operating under the "for-profit" motive.

SPONSORED PROGRAM: A program that has been financed in its entirety by a commercial or non-commercial entity. Sponsored programs cannot contain advertising for the sponsoring entity.

Moorhead Community Access Television Project Proposal

NOTE: This is a public record and will be available for public inspection for a period of two years.

Project Title: _____

Description: _____

Purpose: _____

Length: _____

Audience: _____

Producer
Or Sponsor: _____

Address: _____

Daytime Phone: _____

Home Phone: _____

Signature of Responsible Party: _____

_____ Hereby applies to Moorhead
Community Access Television for conditional loan of access equipment to produce and/or cablecast
program materials subject to the following terms and conditions:

1. I have read the Operating Rules and Procedures of Moorhead Community Access Television. I thoroughly understand them and agree to comply with all rules and regulations set forth therein.
2. I agree that I am a Certified Access Producer or in the process of achieving that status. I also agree that only Certified Access Producers may use the equipment and facilities of MCAT.
3. I agree to pay the costs of any repairs to MCAT facilities and/or equipment made necessary by abuse, misuse, theft, or any cause attributable to myself while such equipment or facilities are under my use and/or in my control. ("Normal" wear and usage excepted.)
4. I agree that the program materials I produce using the facilities and equipment of MCAT will be cablecast on the current channel(s) of Moorhead Community Access Television.
5. I agree to reimburse Moorhead Community Access Television for full rental fees as established in the Operating Rules and Procedures should I produce program materials without prior charges with the facilities and equipment of MCAT and then sell the program or in any other way profit from the production of my program material.
6. I agree to obtain all appropriate arrangements with, and obtain all clearances from: broadcast and cable stations, networks, sponsors, music licensing, organizations, performers' representatives, and without limitation from the foregoing, any and all other persons (natural and otherwise) as may be necessary to transmit my program materials over all channel(s) of Moorhead Community Access Television.
7. Upon completion of any program to be cablecast on Moorhead Community Access Television channel(s), I will be completely familiar with the contents of the program, and affirm that:
 - A. No obscene or indecent material will be cablecast.
 - B. No libelous or slanderous material will be cablecast.
 - C. No advertising material will be cablecast.
 - D. No lottery or lottery information will be cablecast.
 - E. No solicitation of funds will be cablecast.
 - F. No promotion by or on behalf of legally qualified candidates will be cablecast.
8. I, _____, hereby indemnify and hold Moorhead Community Access Television, the Access Coordinator, the Access Board, the City of Moorhead, Cable One, and/or any of the employees and volunteers from these entities harmless from and against any and all losses, claims, damages, liabilities, or amounts paid settlement of pending or threatening litigation which arise out of or are based upon the content of programming provided by me, including without limitation, as assertion of defamation, copyright infringements or other rights of privacy, and shall reimburse the above-mentioned entities or individuals, for any legal and other expenses incurred by them in connection with investigating any such claims or seeking any such actions this indemnity.

Signature of Responsible Party: _____

Parent or guardian if under age 18: _____

Date: _____

BUSINESS SERVICES MEMO: #B04.042



To: Dr. Larry P. Nybladh

From: Mark Weston *MW*

Date: March 17, 2004

RE: Bid Package Washington Demolition

On Tuesday, March 16, 2004 at 2:00 p.m. the school district opened bids for the Washington Elementary School Demolition. As you will note on attached information, Schipper Construction was the low bid at \$114,500.00. At this time they have requested to be excused from this bid. After consulting with Kraus Anderson and the architects, it is my recommendation to accept their request to have their bid rescinded. At this time I am recommending that we award the contract to the second lowest bid from Landwehr Construction, in the amount of \$187,983.00.

Suggested Resolution: Move to allow Schipper Construction to withdraw their bid in the amount of \$114,500.00 for the demolition work at Washington Elementary School.

Suggested Resolution: Move to approve the bid from Landwehr Construction in the amount of \$187,983.00 for the demolition work at Washington Elementary School.

MLW/dmh

Attachment:



ZERR BERG ARCHITECTS, INC.
TIMOTHY L. ZERR, AIA • BRIAN C. BERG, AIA • STEVE M. GEHRTZ, AIC

**Moorhead Area Public Schools
Independent School District 152
Washington Elementary School Demolition Work
Moorhead, Minnesota**

Project No. 04-006

Bid Tabulation - 'March 16, 2004

DEMOLITION CONTRACTOR	Bid Bond	Base Bid
Hough, Inc. 18262 Old Pit Rd. Detroit Lakes, MN 56502	X	\$ 273,000.00
Industrial Builders PO Box 406 Fargo, ND 58107	X	\$ 274,640.00
Landwehr Construction PO Box 1086 St. Cloud, MN 56302	X	\$ 187,983.00
Northern Improvement 4000 12th Ave NW Fargo, ND 58102	X	\$ 199,990.00
Schipper Construction 3049 Hickory Street N Fargo, ND 58102-1747	X	\$ 114,500.00
T & K Kennedy Excavating, Inc. 250 East Highway 12 Benson, MN 56215	X	\$ 299,750.00
Veit 14000 Veit Place Rogers, MN 55374	X	\$ 230,760.00
Wagner Excavating 4566 Cedar Lane NE Remer, MN 56672	X	\$ 279,939.00

BUSINESS SERVICES MEMO #:

B.04.044



MOOR 3 1 2004

To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: March 15, 2004

RE: Swimming Pool Replacement

Attached with this memo is a letter from Doug Jaeger who works for Associated Pool Builders Inc. As you will note in his letter, Mr. Jaeger is recommending a total pool replacement. As you might also recall, a total pool replacement was considered as an alternate within the high school construction project. Because of the estimated cost on the pool replacement it was removed as an alternate. Currently there is \$100,000.00 allocated in undedicated capital for the proposed pool liner. The additional \$600,000.00 would have to come from an alternate source. At this time I believe we would have the funds available if we successfully close the two purchase agreements for Edison and Riverside Elementaries. Another potential revenue source would be the interest income from the bond proceeds.

After discussing the scope of this project with Doug Jaeger and Tim Zerr it appears that we still have time to coordinate the pool replacement with the other work that will take place in this area as a result of the current construction project. At this time I believe it is in the school districts best interest to complete the pool replacement this summer while other construction is going on in this area. Any other solution will be temporary at best and in the long term cost the local tax payers more. According to Tim Zerr, the Minnesota Department of Health does believe a new liner is a good solution. You might also note in Mr. Jaeger's letter that Fargo South and North High Schools as well as Moorhead State University have already done pool replacements that were nearly identical to our situation. At this time I am recommending that we advertise for bids for a total pool replacement at the Moorhead High School

Suggested Resolution: Move to approve for the advertisement of a swimming pool replacement at Moorhead High School.

MLW/dmh

Attachment



Associated Pool Builders, Inc.

HOME OFFICE:

PO Box 2318 • Bismarck, ND 58502-2318
2121 Lovett Ave • Bismarck, ND 58504
PH: 701-258-6012 • FAX: 701-224-9729

March 12, 2004

Moorhead Area Public School
810 4th Ave. South
Moorhead, MN 56560
Fax: 218-284-3333

Attn: Mark Weston

Re: New Indoor Pool/Replacement
Independent School District #152
Moorhead, MN

Dear Mr. Weston:

Thank you for the opportunity to visit and perform our on-site visual inspection of your aluminum pool, which we conducted on March 3, 2004.

The following information summarizes our meeting, pool history, and the existing condition of your High School pool.

Pool History:

- 1967 Pool was built.
- 1997 Aluminum floor liner installed.
- 2002 Requested by School District to evaluate pool to determine reason for loss of water. Options to renovate or replace were presented by Associated Pool Builders' Proposal of May 14, 2002.
- 2004 Requested by Zerr Berg Architects to again evaluate pool to determine renovation vs. replacement because of water loss and not being able to use gutter for recirculation.

Note: Your pool history suggests the same critical path that the other Fargo/Moorhead aluminum pools followed and have been replaced.

BRANCH SALES OFFICES

Alaska:
Ph: 907-262-2490 • Fax: 907-262-2490

Kansas:
Ph: 913-681-2697 • Fax: 913-681-5351

North Dakota:
Ph: 701-225-5304 • Fax: 701-225-1868

EQUAL OPPORTUNITY EMPLOYER / CONTRACTOR

Moorhead Area Public School
Re: New Indoor Pool/Replacement
March 12, 2004
Page 2

Pool Scope: Existing aluminum pool built in 1967 with 6 lanes, 45' x 75' (3,380 SF), 3'-6" to 11' deep with vacuum DE filtration, liquid chlorine, and rim flow gutter recirculation.

Note: Based upon our company's history with replacing aluminum pools, we find that 20-25 years is their normal life. Your pool has exceeded the norm @ 36+ years of life.

Pool Issues:

- a. Currently the gutter is corroding and leaking, requiring the water level of the pool to be lowered to reduce the amount of flow over the gutter lip and minimize water loss.
- b. Filter tank is corroding. Repair work has been done and that work is already showing signs of deterioration.
- c. Some filter face piping has been replaced. The remaining piping, valves, etc. will require the same.
- d. Main drain and underground piping should be pressure tested because it appears to be a potential source of water loss, and if found to be leaking will need to be replaced.
- e. The pool shell has been developing pin holes from corrosion and repair work to floor and walls has been done, but continues to be a problem.

Summary:

Because of previous repairs/renovations done to the pool floor and walls to prevent water loss and the current issues with the gutter and filter tank leaking and corroding, it is apparent the pool has lived beyond its normal life. Any repairs at this time would only be considered stopgap but costly; therefore, a complete pool replacement is needed and should be considered. Estimated cost to remove and replace existing pool in same location is \$625,000.00 (see attached March 10, 2004, Budget Proposal and summary of work included).

Following is a partial list of aluminum pools that our company has replaced. I believe we have replaced around 20 failed aluminum pools.

- | | |
|--|--|
| • Fargo North High School
Fargo, ND (1997) | • Metcalf Jr. High School
Burnsville, MN (1990) |
| • Moorhead State University
Moorhead, MN (2000) | • Fargo South High School
Fargo, ND (1998) |
| • Rock County Community Pool
Luverne, MN (1992) | |

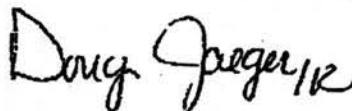
Moorhead Area Public School
Re: New Indoor Pool/Replacement
March 12, 2004
Page 3

We trust that this information will be helpful while assisting the Moorhead Area Public Schools in making an informed decision on what to do with your existing pool.

Thank you and we look forward to working together in the future. If you have any questions, I can be reached at 701-225-5304.

Sincerely,

ASSOCIATED POOL BUILDERS, INC.

A handwritten signature in black ink that reads "Doug Jaeger".

Doug Jaeger
Preconstruction Services

DJ:vjk
Attachment (3 pages)
pending/bids/moorhead pub school.doc



Associated Pool Builders, Inc.

HOME OFFICE:

PO Box 2318 • Bismarck, ND 58502-2318
2121 Lovett Ave • Bismarck, ND 58504
PH: 701-258-6012 • FAX: 701-224-9729

FAXED

March 10, 2004

Zerr Berg Architects
320 N. 5th Street
Fargo, ND 58102
Fax: 701-280-9021

Attn: Tim Zerr

Re: Pool Replacement
Moorhead High School
Moorhead, MN

Dear Tim:

Per your request, we are pleased to provide you with budget pricing for the above project.

Scope:

Lap/Competition Pool
45' x 75'-1" (3,380 SF), 6-Lane
3'-6" to 12'-6" deep

Work Included:

1. Provide access to Natatorium for demolition and construction of swimming pool.
2. Remove existing pool structure and decks.
3. Remove existing filtration system and piping.
4. Remove existing deck equipment.
5. Remove existing chemical feed system.
6. Layout pool with benchmark supplied by Owner.
7. Perform all required excavation and hand trimming for pool structures, including backfill and 8" drainage rock under pool.
8. Furnish and install underdrain system.
9. Provide and install all required forms for pool construction.
10. Construct new reinforced shotcrete structure.
11. Furnish and install new stainless steel recirculation system with integral deck drain.
12. Furnish and install new filtration system with automatic backwash.
13. Furnish and install new Pulsar chlorination system.
14. Furnish and install new deck equipment.

BRANCH SALES OFFICES

Alaska:
Ph: 907-262-2490 • Fax: 907-262-2490

Kansas:
Ph: 913-681-2697 • Fax: 913-681-5351

North Dakota:
Ph: 701-225-5304 • Fax: 701-225-1868

EQUAL OPPORTUNITY EMPLOYER / CONTRACTOR

Zerr Berg Architects
Re: Pool Replacement
Moorhead High School
Moorhead, MN
Page 2

Work Included:

15. Furnish and install new pool recirculation piping.
16. Provide and install main drain sumps with grates and hydrostatic relief valves.
17. Furnish and install Ultra Violet Disinfectant System (UV).
18. Furnish and install competitive equipment package.
19. Furnish and install pool heating system. (Gas connection and venting by Mechanical Contractor.)
20. Furnish and install automatic water chemistry controller.
21. Furnish and install automatic water level controller.
22. Furnish and install handicap lift and anchor.
23. Furnish and install tiled pool and deck finish including depth markings, lane lines, targets and accents.
24. Furnish and install new decks with slope toward integral deck drain.
25. Remove and replace concrete diving pedestal.
26. Startup and instructions of pool operator.
27. Performance/Payment bond.
28. Taxes and permits.
29. Warranty - one (1) year.

Work not Included:

1. All general, mechanical and electrical construction.
2. All electrical for pool, including bond and grounding of pool structures and equipment, electrical connection, controls, starters, disconnect switches and including electrical hookup of all equipment furnished by Pool Contractor or required by code.
3. Provide and install pool heater gas piping and hookup to heater. Provide venting of pool heater and make-up air to equipment room for heater combustion.
4. Mechanical Contractor to provide integral deck drain piping to waste.
5. Provide access to pool mechanical room for filter equipment.
6. If Natatorium lighting is required by code to be updated or underwater lights are required.
7. Reuse existing diving board.
8. Provide for deck structural, electrical; and mechanical design and evaluation of pool requirements.
9. Any refurbishing of existing Natatorium space and/or HVAC system.
10. Fresh water connection to filter, fill spout or makeup water tank and waste water connection from backwash sump.
11. Competitive Timing System is to be reused. Underground conduit to junction box and starter station are by Electrical Contractor.
12. Winter condition if required.
13. Prevailing wages, union labor.

Zerr Berg Architects
Re: Pool Replacement
Moorhead High School
Moorhead, MN
Page 3

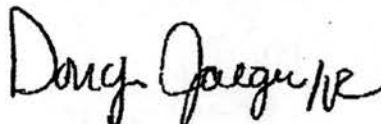
For providing labor, materials, equipment and supervisory services as listed above, we budget as follows:

<u>Budget</u>	<u>\$ 625,000.00</u>
<u>Alternate #1</u> - Diamond Brite pool with tile accents in lieu of tile finish	Deduct <u>(\$ 10,000.00)</u>
<u>Alternate #2</u> - Underwater lights if required by code (6 each)	Add <u>\$ 4,500.00</u>
<u>Alternate #3</u> - Furnish and install new diving stand and board (1-meter)	Add <u>\$ 6,500.00</u>

Note: Associated Pool Builders, Inc. recommends a 15% contingency not included above.

Sincerely,

ASSOCIATED POOL BUILDERS, INC.



Doug Jaeger
Sales, PreConstruction Services

DJ:vyk
pending/bids/moorhead hs.doc

BUSINESS SERVICES MEMO #:

B.04.045



To: Dr. Larry P. Nybladh

From: Mark Weston *mw*

Date: March 31, 2004

RE: Advertisement of the Request For Proposal For The Sale Of Excess Land At Reinertsen Elementary

Enclosed with this memo you will find an RFP proposal for the sale of excess land at the Reinertsen Elementary site. Along with the RFP is a map and legal description of the property to be sold.

The sale of this property is in keeping with the school district's philosophy of staying efficient and trying to attract families to the Moorhead School District. By selling this property we become more efficient in the fact that we do not have to maintain the property or pay the special assessments that are attached to this property. The attraction of this site to developers is obvious with the new elementary school. In fact I have already had a number of developers contact me regarding this property. It has always been part of our plan to see new homes around our new schools. This is one of the first steps in achieving this goal.

It is my recommendation to advertise an RFP relating to the sale of excess land at the Reinertsen Elementary site.

Suggested Resolution: Move to approve for the advertisement of the request for proposal for the sale of excess land at Reinertsen Elementary as shown and legally described within the attachment.

MLW/dmh

Attachment

REQUEST FOR DEVELOPMENT PROPOSALS

A part of Lot One (1), Block One (1),
South Elementary School Addition to the
City of Moorhead, Clay County, Minnesota

Proposals are invited for land purchase and development on the following described property owned by Independent School District No. 152, to-wit:

That part of Lot One (1), Block One (1), South Elementary School Addition to the City of Moorhead, Clay County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot One (1), Block One (1); thence North 00°23'14" West, assumed bearing, along the west line of said Lot One (1), a distance of 381.56 feet; thence Northerly 229.32 feet along the west line of said Lot One (1) and along a tangential curve concave to the west having a central angle of 00°09'10" and a radius of 86018.67 feet; thence North 44°35'21" East, not tangent to last described curve and along the northwest line of said Lot One (1), a distance of 46.54 feet; thence North 89°45'06" East 1185.42 feet along the north line of said Lot One (1); thence South 00°23'14" East 878.15 feet to the south line of said Lot One (1); thence South 89°44'42" West 499.83 feet; thence North 72°51'12" West 227.68 feet along the southwest line of said Lot One (1); thence North 67°02'58" West 307.90 feet along the southwest line of said Lot One (1); thence North 78°36'55" West 223.05 feet along the southwest line of said Lot One (1) to the point of beginning (containing 22.48 acres).

The preferred development proposal will, in the School District's judgment, most adequately meet the School District's objectives. The School District's objectives, which are not listed in any priority order, include:

- Construction of single-family detached or single family attached housing including twin homes/condominiums and/or construction of apartment buildings.
- Construction of such housing as soon as possible to include installation of infrastructure improvements and platting.

Sealed proposals must be submitted by 2:00 P.M. on Tuesday, May 4, 2004, to the Independent School District No. 152, ATTN: Mr. Mark Weston, 810 Fourth Avenue South, Moorhead, MN 56560. Proposals should be clearly marked "Residential Development Proposal: Part of Lot 1, Block 1, South Elementary School Addition

to the City of Moorhead". Developer proposals may not be withdrawn within sixty (60) days following the submission deadline in order to establish and enter into a contract for the sale and development of the property. The School District will require each proposal to clearly outline all elements to be included in the proposed development and to include, at a minimum, the following information:

- The cash price to be paid at closing. Closing will occur as soon as possible after selection of a proposal acceptable to the School District.
- Provision for reimbursement of prepaid special assessments in the sum of \$309,949.54. In addition, the developer should be aware that there are additional anticipated special assessments in the approximate sum of \$155,000.00 to be incurred in 2004 and 2005. Questions with regard to special assessments should be addressed to the City Engineer of the City of Moorhead.
- A proposed site plan indicating the nature of the development, to include the number and type of proposed dwelling units.
- A construction schedule that will provide that streets and sewer improvements will be installed not later than June 15, 2005, with the additional provision that any delay on the installation of those improvements beyond the said date will provide a per diem penalty of \$100.00 per day until completion of such improvements.
- A statement of the background and experience of the person or firm submitting the proposal with regard to past development experience.
- References from two local area lenders.
- Any other information deemed relevant to aid and assist the School District in its selection process.

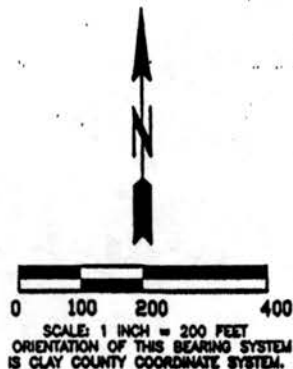
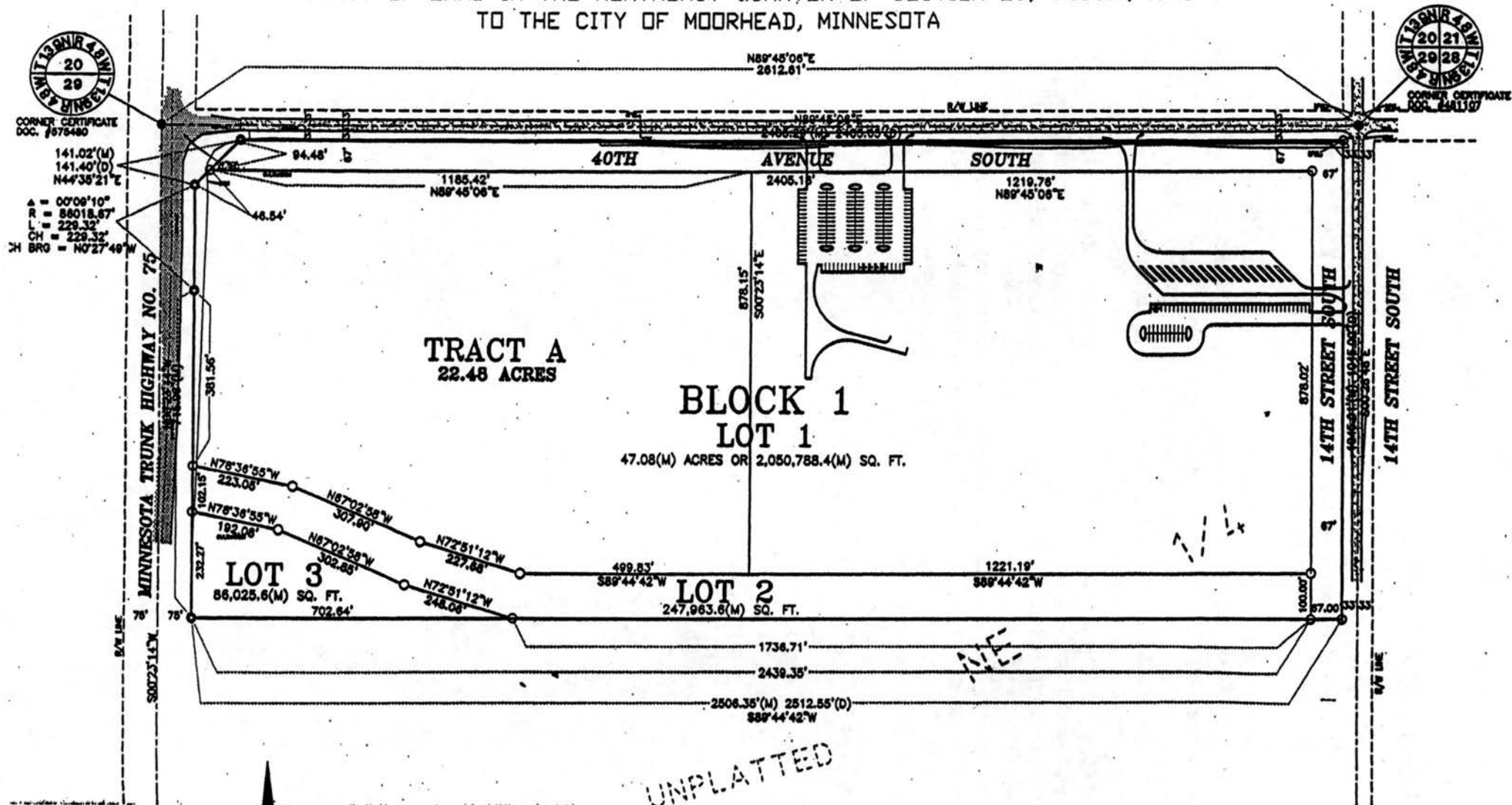
The School District, at its sole discretion, will make the final selection and reserves the right to reject any and all proposals and to advertise for new proposals. The firm or individual submitting the selected proposal will be required to enter into a purchase agreement with the School District including a down payment of ten percent (10%) of the purchase price to be deposited within 48 hours of notification of selection. The deposit will be applied to the purchase price or forfeited to the School District, if the proponent fails to proceed with the project in accordance with the established construction schedule. All proposals will be evaluated based upon the School District's stated

development objectives and based on those individual components, as set forth above, to determine which proposal is in the overall best interest of the School District.

If you need additional information regarding this request for proposals, please contact Mr. Mark Weston at (218) 284-3375.

SOUTH ELEMENTARY SCHOOL ADDITION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 29, T.139N., R.48W.
TO THE CITY OF MOORHEAD, MINNESOTA



7114

LEGAL DESCRIPTION TRACT A

That part of Lot 1, Block 1, SOUTH ELEMENTARY SCHOOL ADDITION to the City of Moorhead, Minnesota according to the plat on file in the office of the County Recorder, Clay County, Minnesota described as follows:

Beginning at the southwest corner of said Lot 1, Block 1; thence North 00 degrees 23 minutes 14 seconds West, assumed bearing along the west line of said Lot 1, a distance of 381.56 feet; thence northerly 229.32 feet along the west line of said Lot 1 and along a tangential curve concave to the west having a central angle of 00 degrees 09 minutes 10 seconds and a radius of 86018.67 feet; thence North 44 degrees 35 minutes 21 seconds East, not tangent to last described curve and along the northwest line of said Lot 1, a distance of 46.54 feet; thence North 89 degrees 45 minutes 06 seconds East 1185.42 feet along the north line of said Lot 1; thence South 00 degrees 23 minutes 14 seconds East 878.15 feet to the south line of said Lot 1; thence South 89 degrees 44 minutes 42 seconds West 499.83 feet along the south line of said Lot 1; thence North 72 degrees 51 minutes 12 seconds West 227.68 feet along the southwest line of said Lot 1; thence North 67 degrees 02 minutes 58 seconds West 307.90 feet along the southwest line of said Lot 1; thence North 78 degrees 36 minutes 55 seconds West 223.05 feet along the southwest line of said Lot 1 to the point of beginning.

Containing 22.48 acres.

BUSINESS SERVICES MEMO #:

B.04.046



To: Dr. Larry P. Nybladh

From: Mark Weston *mw*

Date: March 31, 2004

RE: Offer To Purchase Excess Land At Horizon Middle School

Enclosed with this memo you will find a request from Scott Neal from R.D. Offut Company to purchase excess acreage at the Horizon Middle School site. As Mr. Neal notes in his letter, the school district did in fact enter into a buy back agreement relating to any excess land the school district did not need. The property that Mr. Neal would like to purchase is highlighted in an additional enclosure as well as a legal description as provided by Ulteig Engineers, Inc. The sale of this property is in keeping with the school district's philosophy of staying efficient and trying to attract families to Moorhead School District. By selling this property we become more efficient in the fact that we do not have to maintain the property or pay the special assessments that are attached to this property. At this time I am recommending the sale of said land as described in the enclosed purchase agreement.

Suggested Resolution: Moved to authorize the administration to negotiate the sale of tracks A and B of lot 1 Middle School Addition (Horizon Middle School site) as described in the attachments.

MLW/dmh

Attachment

R.D. OFFUTT COMPANY

700 South 7th Street
P.O. Box 7160/58106-7160
Fargo, North Dakota 58103
(701) 237-6062

APR 1 2004

March 31, 2004

Dr. Larry P. Nybladth
Mr. Mark Westin
MOORHEAD AREA PUBLIC SCHOOLS
810-4th Avenue S.
Moorhead, MN 56560

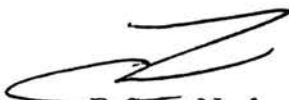
RE: Horizon Middle School Property

Dear Sirs,

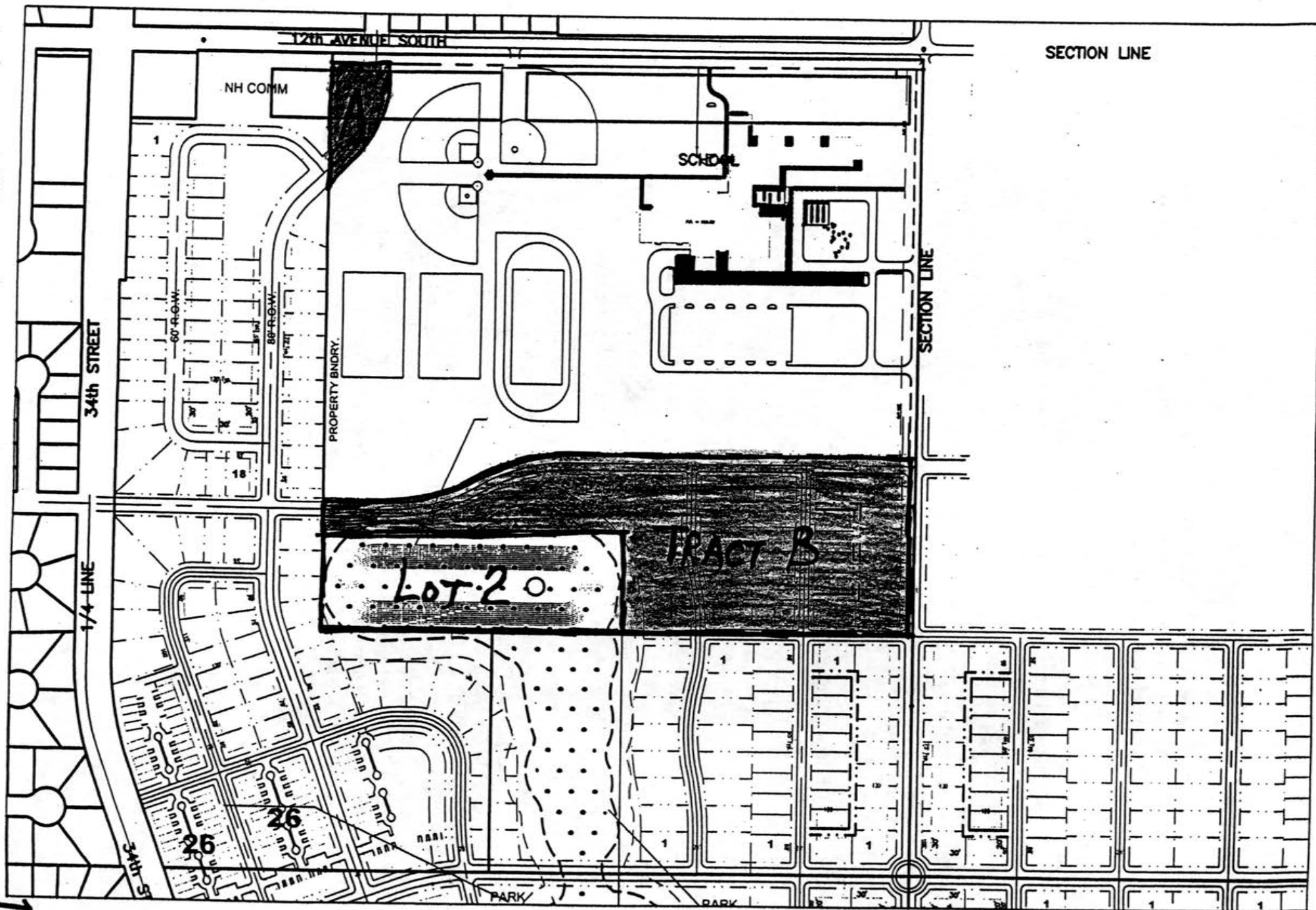
Per the Exchange Agreement between RDO and Moorhead Independent School District signed in 1994, we are proposing purchasing the excess land described in the attached drawing/survey. As we discussed, when this Agreement was drafted, the parties negotiated in good faith that the 80 acres was likely more than what would be used. The parties were to reconvene once the site was designed and determine the repurchase amount per Section 7(v) of the Agreement. Unfortunately the publication mentioned in said Section is no longer available; however, the author is still employed by the U of M and publishes a similar paper. For your information, I've enclosed a copy of the original paper, the replacement paper, and a copy of the US Dept. of Labor CPI table. I've included the CPI table as a National reference for inflation. Extrapolating the data from the replacement paper for the period from 1994 to present, "size-weighted" land prices have appreciated 30.48% (as compared to CPI at 26.93% over the same period). Per Section 7(v)(ii), this would calculate the repurchase rate at \$4,893.00 acre. Therefore, we respectfully request that the school district consider our offer of \$82,349.19 for said 1.18 acres in Tract A and 15.65 acres in Tract B. In addition to the purchase money, we would be willing to assume all the special assessments related to that portion of the road located in Tract A (both sides), and we would be willing to assume appropriate proportionate special assessments related to Tract B.

If accepted, we would be willing to close within ten (10) business days following delivery of an updated abstract and marketable title. Thank you in advance for your consideration.

Sincerely,



F. Scott Neal
Vice President



LEGAL DESCRIPTION TRACT A

That part of Lot 1, Block 1, MIDDLE SCHOOL ADDITION to the City of Moorhead, Minnesota according to the plat on file in the office of the County Recorder, Clay County, Minnesota described as follows:

Beginning at the northwest corner of said Lot 1, Block 1; thence North 89 degrees 54 minutes 08 seconds East, assumed bearing along the north line of said Lot 1, a distance of 183.15 feet; thence South 00 degrees 03 minutes 58 seconds East 61.37 feet; thence southwesterly 267.43 feet along a tangential curve concave to the northwest having a central angle of 45 degrees 03 minutes 58 seconds and a radius of 340.00 feet; thence South 45 degrees 00 minutes 00 seconds West, tangent to last described curve, a distance of 119.17 feet to the west line of said Lot 1; thence North 00 degrees 05 minutes 39 seconds East 386.14 feet along the west line of said Lot 1 to the point of beginning.

Containing 1.18 acres.

LEGAL DESCRIPTION TRACT B

That part of Lot 1, Block 1, MIDDLE SCHOOL ADDITION to the City of Moorhead, Minnesota according to the plat on file in the office of the County Recorder, Clay County, Minnesota described as follows:

Beginning at the northwest corner of Lot 2, Block 1, said MIDDLE SCHOOL ADDITION; thence North 00 degrees 05 minutes 39 seconds East, assumed bearing along the WEST line of said Lot 1, a distance of 109.59 feet; thence on a bearing of East 198.22 feet; thence northeasterly 317.42 feet along a tangential curve concave to the northwest having a central angle of 29 degrees 09 minutes 06 seconds and a radius of 623.87; thence continuing northeasterly 317.42 feet along a reverse curve concave to the southeast having a central angle of 29 degrees 09 minutes 06 seconds and a radius of 623.87 feet; thence on a bearing of East, tangent to last described curve, a distance of 1011.23 feet to the east line of said Lot 1; thence South 00 degrees 05 minutes 39 seconds West 574.38 feet along the east line of said Lot 1 to the southeast corner of said Lot 1; thence South 89 degrees 54 minutes 08 seconds West 895.96 feet along the south line of said Lot 1 to the southeast corner of said Lot 2; thence North 00 degrees 05 minutes 39 seconds East 309.84 feet along the east line of said Lot 2 to the northeast corner of said Lot 2; thence South 89 degrees 54 minutes 08 seconds West 921.05 feet along the north line of said Lot 2 to the point of beginning.

Containing 15.65 acres.

BUSINESS SERVICES MEMO #: B.04.048



To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: April 7, 2004

RE: Sale Of Property To City Of Moorhead

Enclosed with this memo please find information from the Moorhead City Engineers Office relating to the purchase of property at the Reinertsen Elementary and Horizon Middle School. After reviewing the cities request it is my recommendation that we convey title of said property as described in the attachments. I have discussed this sale with legal counsel and they have no objection.

Suggested Resolution: Move to approve the sale of Lots 2 & 3 of Block 1 of the South Elementary School Addition (S.G. Reinertsen Elementary School site) as well as Lot 2 of Block 1 of the Middle School Addition (Horizon Middle School site) and its improvements in the amount of \$181,097.05 To the City of Moorhead.

MLW/dmh

Attachment

Assessment of Middle school pond and outfall

The School District constructed a pond at the Middle Scholl to serve drainage needs for the school construction. The pond is over built for school needs and will be utilized for area drainage. The City of Moorhead will purchase the pond for costs exceeding the school's drainage needs.

Houston Engineering has calculated the pond serves the school tract and 40 acres of future development.

Kraus Anderson has provided the cost of the pond construction. The cost is \$281,442.00. In 2002 the City of Moorhead constructed a pond outlet pipe for this pond. The construction cost. Engineering and testing fees totaled \$44,880.40.

Project	Cost	School/future	School	Future Additions
Pond	\$281,442.00	2/1	\$187,628.00	\$93,814.00*
Pipe	44,880.40	2/1	29,920.67**	14,960.13
Fees (5% pipe)	2,244.02		1,496.02**	748.00
Land	32,049.15		21,366.10	10,683.05*
Total	360,615.57		240,410.79	120,205.18

The City of Moorhead will reimburse ISD 152 future additions share of the pond and land, less the school share of the outlet pipe that has been paid by the City of Moorhead.

***The City of Moorhead will pay ISD the pond and land cost share of future additions for \$104,497.05. a**

****The City of Moorhead will bill ISD \$31,416.69 for school's share of outlet pipe.**

Future Additions, less pipe	\$104,497.05
Less school pipe	29,920.67
Less school pipe fee	1,496.02
Net revenue- ISD 152	\$73,080.36

Land Purchase- 40th Avenue South Ditch

The purchase of land for the ditch system is identified as Lot 2, Block 1 of South Elementary School Addition. The City of Moorhead will purchase this lot and assess the cost with the ditch improvements. The City of Moorhead will also purchase Lot 3 as an uneconomic remnant to the subdivision. The negotiated price is \$10,000 per acre which is the cost paid for excess required right-of-way in this area.

Lot	Acreage	Rate	Total
2	5.69	\$10,000	\$56,900.00
3	1.97	\$10,000	\$19,700.00
		Total	\$76,600.00

OFFICE OF TEACHING & LEARNING MEMO #: I.04.129



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: NWEA/MAP Assessment
DATE: April 12, 2004

Attached is information regarding the Northwest Evaluation Association (NWEA) and the Measures of Academic Progress (MAP) tests. The Instruction and Curriculum Advisory Committee has reviewed the information and has recommended further administrative action with the MAP testing to be included as a part of the Moorhead Area Public Schools testing plan.

The tests have been piloted at Washington Elementary and the Red River Area Learning Center this year. Administration and teachers have been positive regarding the testing process and the information they have obtained from the tests.

The tests would replace the IOWA Tests of Basic Skills for students in grades 2-9. The cost of the testing program will be comparable to the IOWA tests. The benefits of the MAP assessment are to:

1. Provide an estimate of what students know and can do.
2. Monitor progress toward state standards and the Minnesota comprehensive assessments.
3. Provide information to teacher and the district for instructional focus.
4. Provide immediate results for teachers.

After careful consideration and continued research it is recommended that district students be assessed with an assessment tool that provides immediate information to monitor student learning.

SUGGESTED RESOLUTION: Move to approve the MAP assessment as a part of the Moorhead Area Public School testing plan.

LAK/kmr
Attachment

Achievement Level Tests: Assessments that Make a Difference

Achievement Level Test results help teachers, schools and districts to:

- Monitor the progress of all students toward state and district standards
- Measure growth in student achievement over time
- Place students into appropriate courses or instructional settings
- Provide instructional focus
- Screen students for Title I eligibility, special education services and gifted programs
- Evaluate program effectiveness
- Communicate to parents and the community

The Northwest Evaluation Association (NWEA) Achievement Level Tests are a series of tests aligned with local curriculum and state standards. While most tests simply provide scores that compare and rank students and schools, Achievement Level Tests provide the information most important to educators — scores that measure growth in student achievement.

Level tests provide thorough and reliable data that can be used with confidence to make instructional and program improvement decisions.

More Accurate Data About Individual Students

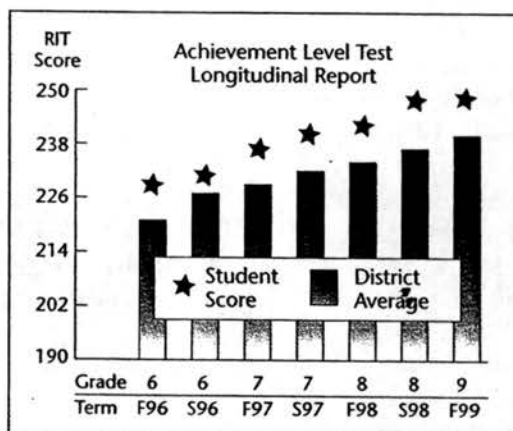
Teachers want to improve student learning, but to do this, they need more accurate information than the traditional, single-form test can provide. With conventional tests, low-performing students see only a few questions that they can get right, and high-performing students see only a few that they will miss. This not only causes boredom and frustration in students, it also makes achievement scores less accurate.

With Achievement Level Tests, students take tests that are tailored to their current achievement level. This gives students a fair opportunity to show what they know and can do. There are no "wasted" test items on level tests. Students can actually attempt all items in a given test, which makes them feel better

about the testing experience. Another benefit of focusing the tests around specific achievement levels is that each test is shorter in length, resulting in less class time used for testing. But most importantly, teachers receive accurate information that enables them to monitor each student's academic growth.

When to Administer Achievement Level Tests

Most districts administer Achievement Level Tests in both the fall and spring. Tests may be administered starting in the spring of second grade. The reading and language usage tests are appropriate for most students through grade 10; the mathematics tests through algebra and geometry. Science tests can be given to students in third grade through high school science courses.



Academic growth for individual students can be tracked through the NWEA longitudinal report. Shown here is a student's progress in mathematics from grade 6 through grade 9.

The Test Administration Process

Achievement Level Tests are not timed and take about one

hour per subject for most students. An easy-to-follow administration booklet and instructional video smoothly guide the test administration process. For all districts new to the concept, NWEA provides an on-site introductory workshop that guides teachers through proper test administration procedures.

The administration of NWEA's Achievement Level Tests differs from other tests since students must be assigned a test of

appropriate difficulty. In the first year of the program, brief locator tests help place students into the right test level. In subsequent years, NWEA's scoring program uses prior test results to automatically assign students to the right level.

Test Results Returned Quickly, Measure Progress

Level test results are returned within two weeks. Districts with appropriate technical expertise may license the NWEA scoring software for immediate on-site scoring. Level test results are reported on an achievement scale called the NWEA RIT scale. This scale enables teachers to measure student progress much like a yardstick measures height. Growth in student achievement can be accurately tracked between terms and across years.

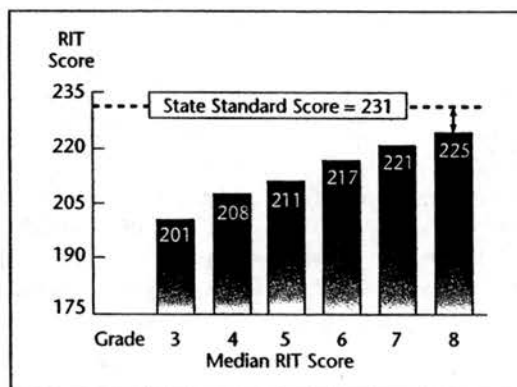
In addition to the RIT score, NWEA provides percentile scores for districts to use to compare their students to others in the nation. NWEA's norms include more than 500,000 students, the largest K-12 norm base in the country. More importantly, NWEA provides the only systematically-collected set of growth norms available, enabling districts to accurately compare the growth of students with others in their grade.

Goal scores provide specific measures related to the district's curriculum. These scores make it possible to compare student performance in each goal area to typical performance for students in that grade.

Reports Summarize Test Results, Used to Improve Learning

NWEA provides class, grade, school, district, and parent reports. Teachers use the information to focus classroom instruction and help pinpoint areas where individual students

might need extra attention. District and school leadership teams use the data to make informed decisions and answer the difficult question, "Are we a more effective school system today than we were yesterday?"



Achievement Level Test scores can predict performance on critical state tests. The chart here shows the progress of students towards one state's reading standard of 231.

Predicting Student Performance on State Tests

Schools should never be surprised by student performance on high-stakes tests. NWEA staff works with school districts to create an alignment between the level test scales and the state test scales. Districts commonly use data from Achievement Level Tests to predict student performance on state tests, which

helps districts identify students eligible for special intervention programs and shows how all students are progressing toward the standards.

NWEA Support to Districts

NWEA provides extensive support to districts that use Achievement Level Tests, from early design decisions through the implementation process, and appropriate and effective use of the data.

NWEA: Assessment Expertise

The Northwest Evaluation Association is a non-profit organization working in partnership with many of our nation's school districts. Our mission, "Partnering to help all kids learn," is rooted in the belief that accurate information about student achievement leads to improved student learning. NWEA provides professional training, consulting services, and ongoing research. We build long-term relationships with clients, helping them design and maintain comprehensive assessment programs that are making a difference in student learning.

"This scale enables teachers to measure student progress much like a yardstick measures height."

Northwest Evaluation Association

12909 SW 68th Pkwy,
Suite 400
Portland, OR 97223-8323
Tel: (503) 624-1951
Fax: (503) 639-7873
www.nwea.org

Measures of Academic Progress: Assessments that Make a Difference

Computerized Adaptive Tests

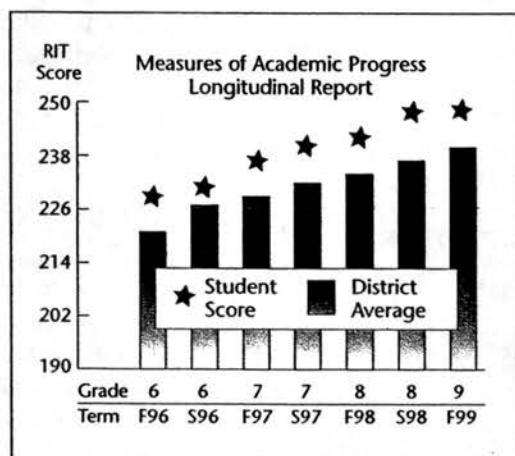
Imagine an achievement test in mathematics, reading, or language usage delivered by computer to your students. Each test is custom designed on the fly to provide an accurate and immediate measure of their achievement. Important assessment information is available when and where it is needed.

The Northwest Evaluation Association (NWEA) has extended the power of its Achievement Level Tests to the modern computing environment of pull-down menus and engaging graphics. NWEA's Measures of Academic Progress (MAP) are electronically administered and scored achievement tests designed to measure growth for individual students, classrooms, schools, and districts.

While most tests simply provide scores that compare and rank students and schools, the MAP tests provide growth information that is vital in classrooms faced with helping students meet rigorous standards.

Advantages of the Adaptive MAP Tests

Teachers want to improve student learning, but to do this they need more accurate information than a single-form test can provide. With conventional tests, low-performing students see only a few questions that they can get right, and high-performing students see only a few that they will miss. This not only causes boredom or frustration in students; it also makes achievement scores less accurate. The most accurate picture of student achievement is obtained when



Academic growth for individual students can be tracked through the NWEA longitudinal report. Shown here is a student's progress in mathematics from grade 6 through grade 9.

each student is appropriately challenged at his or her functional achievement level.

An adaptive test gives all students an equal chance to succeed. There are no "wasted" items; students can actually attempt all of the items in a given test, which makes them feel better about the testing experience.

Adaptive testing couples the advantages of Achievement Level Tests with the power of technology to tailor tests to each student's achievement level. Each student takes a unique test that is dynamically developed for him or her as the test is being administered. The program

instantly analyzes the student's response to each test item and determines the appropriate difficulty level to present throughout the remainder of the test. It also remembers which items a student has seen in previous sessions and doesn't display them again.

The MAP system runs on both Macintosh and PC platforms. Student test results can be viewed and printed at the completion of each test. Aggregate results by class,

Measures of Academic Progress help teachers, schools and districts to:

- Monitor growth in student achievement over time
- Monitor the progress of all students toward state and district standards
- Place students into appropriate courses or instructional settings
- Provide instructional focus
- Screen students for Title I eligibility, special education services and gifted programs
- Communicate to parents and the community

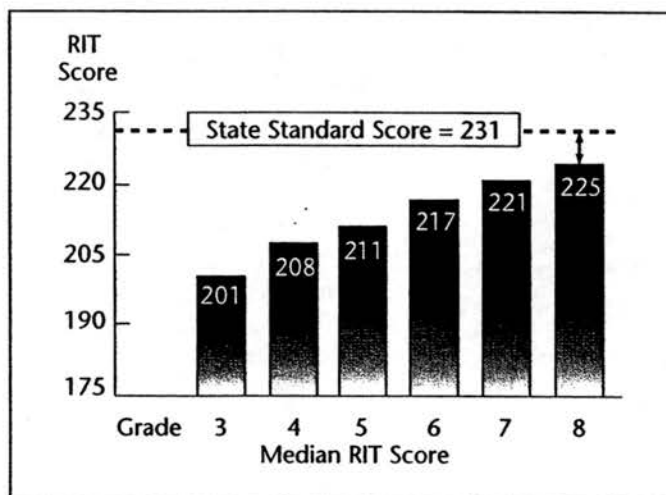
school, district, or special programs are available immediately after uploading test data to NWEA via a secure Internet connection. Reports can be viewed from a Web browser or downloaded to the district file server for printing.

Unique Tests, Versatile Data

The MAP tests can be customized to match district goals and standards. Versions for selected states are also available, which are closely aligned with the state's content standards. Our mathematics, reading, and language usage MAP tests can be used with students in grades 2 through 10. The tests

settings, focus instruction for new students, and improve instructional programs.

In addition to the RIT score, NWEA provides percentile scores for districts to use to compare their students to others in the nation. NWEA's norms include more than 500,000 students, the largest norm base in the country. More importantly, our growth norms are systematically collected, enabling districts to accurately compare the growth of students with others in their grade. Ongoing NWEA research has resulted in norms that show the expected growth of both low-performing and high-performing students.



Measures of Academic Progress can predict performance on critical state tests. The chart here shows the progress of students towards one state's reading standard of 231.

are not timed; a test that provides information at the goal level takes about 45 to 60 minutes per subject to administer.

MAP results are reported on an achievement scale called the NWEA RIT scale. This scale enables districts to measure student progress much like a yardstick measures height. Growth in student achievement can be accurately tracked between terms and across years. Like NWEA's Achievement Level Tests, the MAP tests also help teachers, schools and districts monitor progress toward state and district standards, place students in the appropriate courses or instructional

Partnerships

NWEA offers seminars to teach users how to administer the MAP tests and maximize the benefits of the system and the data it offers. Districts in the same state routinely support newer users with collegial help and through state or regional user groups. An annual seminar each year brings together veteran and novice users from around the country to share how they are using assessment information to improve student learning.

NWEA: Assessment Expertise

Founded in 1973, the Northwest Evaluation

Association is a non-profit organization working in partnership with more than 300 districts across the country. Our mission, "Partnering to help all kids learn," is rooted in the belief that accurate and timely information about student achievement leads to improved student learning. NWEA provides professional training, consulting services, and ongoing research. We build long-term relationships with clients, helping them design, maintain and improve comprehensive assessment programs that make a difference in student learning.

"The MAP tests can be customized to match district goals and standards."

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Monitoring Growth in Student Achievement

In 2002, the Northwest Evaluation Association completed a norming study designed to describe student achievement status and growth along the RIT scales. The study included over 1.05 million students from 323 school districts in 24 states who were administered Achievement Level Tests and Measures of Academic Progress (MAP) tests. These assessment instruments are uniquely designed to provide accurate measurement of student achievement and student growth across time.

Achievement and growth for the students involved in the norming study are described in the tables below and on the back. The mean (average) and median achievement values are based on all students in the study for that season. The median is the 50th percentile rank; half the students for the grade scored above this level and half scored below. The mean growth values are based only on students with scores from each of the testing seasons used to estimate growth.

The values in these tables are based on the performance of students from a wide variety of schools and school districts. As we improve education, we expect that students in our districts will achieve at higher levels and grow more rapidly. The RIT scores and mean growth values in these tables should be considered as *typical* or *indicative* of student performance at each grade level. They should *not* be considered as long-term goals, stopping points or expectations.

Mathematics Achievement and Growth

Grade	Fall		Spring		Ending Grade	Mean Growth		
	Median	Mean	Median	Mean		Fall to Spring	Fall to Fall	Spring to Spring
2	178	177.6	189	188.2	2	15.7	n/a	n/a
3	191	189.7	201	199.7	3	11.8	13.4	12.8
4	201	200.4	209	208.6	4	8.9	12.0	9.3
5	209	208.9	217	216.4	5	8.8	9.3	9.2
6	216	215.2	222	221.9	6	8.1	7.3	6.4
7	222	220.9	228	227.5	7	6.9	8.5	6.9
8	228	227.2	235	234.0	8	7.1	7.7	8.1
9	231	229.8	244	240.9	9	5.8	6.2	7.8
10	235	232.7	250	248.2	10	4.8	4.9	2.4

(over for Reading and Language Usage)

Reading Achievement and Growth

Grade	Fall		Spring		Ending Grade	Mean Growth		
	Median	Mean	Median	Mean		Fall to Spring	Fall to Fall	Spring to Spring
2	179	177.7	188	186.6	2	14.9		n/a
3	191	188.7	199	197.2	3	10.4	14.1	11.9
4	200	198.0	206	204.3	4	7.4	10.7	7.6
5	207	205.2	212	210.3	5	6.3	8.0	7.0
6	212	210.5	217	215.2	6	5.3	6.1	5.3
7	216	214.4	221	218.9	7	4.3	5.3	4.3
8	220	218.3	225	222.8	8	4.2	4.6	4.3
9	223	221.0	226	224.2	9	2.9	3.8	3.0
10	225	223.1	226	224.3	10	2.6	3.6	3.3

Language Usage Achievement and Growth

Grade	Fall		Spring		Ending Grade	Mean Growth		
	Median	Mean	Median	Mean		Fall to Spring	Fall to Fall	Spring to Spring
2	180	180.0	190	189.0	2	n/a	n/a	n/a
3	194	191.6	201	199.0	3	9.3	n/a	10.7
4	203	200.9	207	205.5	4	6.5	9.6	7.5
5	209	207.3	213	211.5	5	5.8	6.4	6.4
6	214	212.2	217	215.3	6	4.5	5.1	4.3
7	217	215.2	220	218.4	7	3.6	3.8	3.6
8	220	218.7	223	221.3	8	3.5	3.2	3.4
9	222	220.4	224	223.4	9	2.4	2.6	2.4
10	224	222.2	224	222.5	10	1.9	1.9	1.2

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting
Board Room - Townsite Centre
810 Fourth Avenue South

April 26, 2004

7:00 p.m.

MISSION STATEMENT: To develop the maximum potential of every learner to thrive in a changing world.

ATTENDANCE:

Lisa Erickson _____	Mike Siggerud _____
Cindy Fagerlie _____	Kristine Thompson _____
Sonia Hohnadel _____	Bill Tomhave _____
Carol A. Ladwig _____	Larry P. Nybladh _____

AGENDA

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Preview of Agenda - Dr. Larry P. Nybladh, Superintendent
- C. Approval of Meeting Agenda

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of Moorhead High Speech Team for receiving the Team Sweepstakes Award at the Northern Lights District tournament on March 18-20 at Detroit Lakes High School. Moorhead qualified a record number of speakers for the National Forensics League Speech Tournament in Salt Lake City, Utah, in June.

The following students won the opportunity to represent the best of Minnesota speech at the national meet.

S - M9 - BOS
April 26, 2004

SCHOOL BOARD AGENDA - April 26, 2004

PAGE 2

Humorous Interpretation: Carl Hulden and Preston Boyd

Dramatic Interpretation: Hugh Kennedy and Maria Gotta

Dramatic Duo: Sean Benedict and Jessie Paluga

Extemporaneous Speaking: Nick Sternhagen and Andrew Bakken

Original Oratory: Chelsea Brink

Student Congress: Bryce Haugen and Nick Sternhagen

Controversy Debate: Courtney Covey and Annie Bakken

The Moorhead High Speech Team is coached by Rebecca Meyer-Larson.

***** We Are Proud** of the Moorhead High School boys swimming and diving team for placing second in the Section 8AA championships and advancing to the state meet. The swimming and diving team finished eighth at state. Team members are Ronnie Hehn, Matt Evensen, Rob Schaefer, Shaun Seaburg, Adam Matson, Chris Olson, Kenn Miller, and Brock Solwold. Pat Anderson is head coach.

***** We Are Proud** of Dr. Larry P. Nybladh, Superintendent of the Moorhead Area Public Schools, for being named as an "Administrator of Excellence" by the Minnesota Association of School Administrators (MASA). Nybladh was honored for his leadership, concern for students, and active involvement in professional and community affairs at a statewide recognition ceremony at the MASA Spring Conference on April 1 in Bloomington, Minnesota. The award was presented by Dan McElroy, Chief of Staff, Office of the Minnesota Governor.

- E. Matters Presented by Citizens/Other Communications
(Non-Agenda Items)

2. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine, and have been made available to the Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a board member or citizen so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

SCHOOL BOARD AGENDA - April 26, 2004

PAGE 3

A. TEACHING/LEARNING MATTERS - Kovash

- (1) Acceptance of Gift - Page 6
- (2) Approval of Agreement - Pages 7-9

B. BUSINESS SERVICE MATTERS - Weston

- (1) Approval to Advertise for Bids - Pages 10-11

C. HUMAN RESOURCE MATTERS- Nielsen

- (1) Acceptance of Resignations - Page 12
- (2) Approval of Family/Medical Leave - Page 13

D. SUPERINTENDENT MATTERS - Nybladh

Suggested Resolution: Move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____

Comments _____

3. COMMITTEE REPORTS

4. STRUCTURAL BALANCE: Weston

Pages 14-16

Suggested Resolution: Move to approve the Individual Settlement-Balanced Budget Projection as presented in regards to the Dietary and Food Service Master Agreement.

Moved by _____ Seconded by _____

Comments _____

5. FOOD SERVICE CONTRACT FOR 2003-2005: Nielsen

Page 17

Suggested Resolution: Move to approve the 2003-2005 Food Service Contract as presented.

Moved by _____ Seconded by _____

Comments _____

SCHOOL BOARD AGENDA - April 26, 2004

PAGE 4

6. **BASIC SKILLS TEST RESULTS:** Kovash
Pages 18-20
7. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
8. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 26, 2004**PAGE 5****CALENDAR OF EVENT**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Technology Com	April 27	3:45 pm	Townsite Centre
Com Ed Recognition Event	April 27	6:30 pm	Board Room
Activities Council	April 28	7 am	Board Room
Riverside Art Fair/Ice Cream Soc	April 29	4-6 pm	Gymnasium
Washington PTAC	May 3	6:30 pm	Library
Edison PTAC	May 3	7 pm	Library
Continuing Educ Com	May 4	6:45 am	T and T Cafe
Robert Asp PTAC	May 4	7 pm	Media Center
Joint Powers Com	May 6	7 am	Clay Cnty Cthouse
Human Rights Com	May 6	3:45 pm	Board Room
Early Chldhd Prog Adv Com	May 6	7 pm	Lincoln
JH PTAC	May 6	7 pm	Media Centre
School Board	May 10	7 pm	Board Room
Probstfield Open House	May 11	3:45-5 pm	Library
Indian Educ Parent Com	May 13	5 pm	Townsite Centre
Educ Mhd Recog Dinner	May 13	6 pm	TBD
Honors Banquet (Seniors)	May 16	TBD	Concordia
HS PTAC	May 17	6:30 pm	Library
Probstfield PTAC	May 17	7 pm	Library
Policy Review Com	May 17	7 pm	Board Room
Riverside PTAC	May 18	7 pm	Library
Com Ed Adv Council	May 18	7 pm	Board Room
Interagency Early Interv Com	May 19	12 pm	Family Service Center
Clay Cnty Jt Powers Collab	May 19	3:30 pm	Family Service Center
Academic Awards Ceremony	May 19	6-8 pm	HS Auditorium
Instr and Curr Adv Com	May 20	7 am	Board Room
Health/Safety/Wellness Com	May 20	9:30 am	Townsite Centre
Edison Schl 50th Anniv Celeb	May 20	5:30-7 pm	Edison
School Board Retirement Tea	May 24	5:30 pm	Bd Rm
School Board	May 24	7 pm	Board Room
Technology Com	May 25	3:45 pm	Townsite Centre
Baccalaureate	May 26	TBD	TBD
Activities Council	May 26	7 am	Board Room
RRALC Grad Luncheon	May 27	11:30 am	TBD

OFFICE OF TEACHING & LEARNING MEMO #: I.04.135



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Gift Acceptance
DATE: April 20, 2004

Papa John's Pizza has donated 30 basketballs to the district. Jan Welken will distribute to various schools.

SUGGESTED RESOLUTION: Move to approve the gift of the 30 basketballs from Papa John's Pizza and request the board to forward a thank you letter to:

Papa John's Pizza
716 Main Ave
Moorhead, MN 56560

LAK/kmr

OFFICE OF TEACHING & LEARNING MEMO #: 1.04.126



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Lakes Country Service Cooperative
DATE: April 5, 2004

Attached is a contract for services from Lakes Country Service to provide support for Moorhead Area Public Schools with No Child Left Behind and the Minnesota Academic Standards. The networking and guidance with state and federal requirements will be important as we move through the implementation phases with No Child Left Behind and the Minnesota Academic Standards.

The fee for consortium membership will remain the same as the 2003-04 school year. The benefits of the program will be reduced cost for regional workshops, consultation and leadership in the alignment of the curriculum with the standards.

SUGGESTED RESOLUTION: Move to approve the agreement with Lakes Country Service Cooperative for No Child Left Behind and Minnesota Academic Standards Program for the 2004-05 school year.

LAK/kmr
Attachment

APR 5 - 2004



Lakes Country Service Cooperative

DuWayne Balken, Executive Director
1001 East Mount Faith • Fergus Falls, MN 56537
Telephone: 218-739-3273 • Fax: 218-739-2459 • Website: www.lcsc.org

To provide and promote the development of quality services that are sensitive and responsive to customers' needs

TO: Region IV Superintendents and Principals

FROM: DuWayne Balken, Executive Director *D. Balken*
Pat Anderson, Manager of Educational Services *Anderson*

RE: No Child Left Behind and Minnesota Academic Standards Consortium

DATE: March 31, 2004

Lakes Country Service Cooperative is pleased to announce that it will once again provide the No Child Left Behind and Minnesota Standards Consortium for the 2004 - 2005 school year.

This program helps school districts meet the requirements of No Child Left Behind and the Minnesota Academic Standards by addressing the Title programs and by providing staff development and networking opportunities. Presentations are available for your entire staff as well as specific groups - teachers, paraprofessionals, school board members, administrative teams, parents, students, etc.

Research is done on behalf of the districts to help insure that timelines are being met. This component of the program has been particularly helpful because of the many changes and expectations that occur in the new Standards and the No Child Left Behind Act. It provides districts with the assurance that they are moving ahead as required by law.

The existing program advisory committee will be expanded to include new members to the consortium. This committee provides specific direction to the program based upon the needs of the districts.

The fee for consortium membership will remain the same. It is based upon \$2500 base fee plus 50 cents per K-12 student enrollment.

Attached you will find the contract for renewal or membership into this consortium. Please complete and return by April 30th.

Please feel free to contact us with questions. Pat Anderson can be reached at pata@lcsc.org or 218-739-3273.

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**Lakes Country Service Cooperative's
No Child Left Behind and The Minnesota Academic Standards Consortium**

A program which provides assistance to school districts as they implement the requirements of the No Child Left Behind Act and the new Minnesota Academic Standards and Assessments.

Lakes Country Service Cooperative will:

1. Provide general information presentations of the No Child Left Behind Law and the Minnesota Academic Standards and Assessments at each school district site;
2. Conduct an assessment of local needs at each school district site to help determine the status of progress toward meeting the law;
3. Work with local teams in assessing how the curriculum matches with the new Minnesota Standards;
4. Coordinate and facilitate a support network comprised of various study groups for the purpose of examining the law's requirements and local programming possibilities;
5. Provide local and regional trainings and other programming based upon needs identified by school districts and the regional advisory committee;
6. Facilitate a regional advisory committee; and
7. Work closely with the Minnesota Department of Education, the North Central Regional Laboratory, the Minnesota Regional Service Agency, post secondary institutions, education associations, and others to help insure the most comprehensive programming.

As a member School District we will:

1. Assist in the coordination of local presentations,
2. Assist in the coordination of local needs assessments,
3. Provide opportunities for educators to participate in various study groups,
4. Provide opportunities for educators and other staff to participate in trainings,
5. Appoint one staff person to serve on the regional advisory committee, and
6. Pay a program fee based upon \$2500 base fee plus \$.50 per pupil.

It is my understanding that the annual fee for this program for our school district is based upon \$2500 plus \$.50 per pupil for which we will be billed, and that the program will be available between July 1, 2004 and June 30, 2005.

Name of district contact person:

Phone:

Email:

Authorized signature: _____ Date: _____

Return to Pat Anderson at Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, Minnesota 56537 or fax to 218-739-2459 by April 30, 2004.

Memo: B.04.049
TO: School Board
FROM: Mark Weston *MW*
DATE: April 22, 2004
RE: Security Systems Bid

Attached please find a memo from Dan Markert regarding a request to advertise for bids on a district wide security system. As Mr. Markert indicates in his memo, a great deal of time has been spent on designing the proposed new security system. I would also like to mention that the cost of this system is in the construction budget. Should you have any further questions, please contact me.

Suggested Resolution: Move to authorize the district administration to advertise for bids for the school district security system.

MW:mde
Attachment



TO: Mark Weston
FROM: Dan Markert *Dmarkert*
DATE: 4/22/04
RE: Security Systems Bid

APR 22 2004

For the past 18 months, the technology department in conjunction with Ulteig Engineers has reviewed multiple building security systems. The scope of work has included review of intrusion detection systems, digital video surveillance (CCTV) and card control access systems. The department has worked diligently to design an integrated system that ensures interoperability between the three different facets of building security.

Flexibility in system design will allow future modifications and addition of new equipment.

In addition we have written a request for proposal to leverage existing buildings' infrastructure as well as take advantage of our fiber optic wide-area network to reduce hardware costs and day-to-day management of the system.

At this time, I am recommending we move forward to bid intrusion detection, CCTV and control access systems for the six building sites:

Hopkins Elementary
Horizon Middle School
Probstfield Center for Education
Robert Asp Elementary
S.G. Reinertsen Elementary
Moorhead High School

The installation timeline will be coordinated with building construction project schedules, but work will commence in June. Work in the five K-12 buildings will be completed by the start of school. Probstfield's Center for Education's construction schedule will dictate completion date of system integration at the site. Training for staff will be held during fall workshops.

HUMAN RESOURCE

MEMO #: HR .04.199



TO: Dr. Larry Nybladh
FROM: Ron Nielsen
SUBJECT: Resignation
DATE: April 19, 2004

The administration requests the approval of resignation of the following people:

Robyn Yliniemi Secretary, Senior High, effective April 30, 2004

Brad Weiss Busdriver, effective April 8, 2004.

SUGGESTED RESOLUTION: Move to approve the resignation of Robyn Yliniemi and Brad Weiss.

RN/smw

HUMAN RESOURCE

MEMO #: HR .04.198



TO: Dr. Larry Nybladh
FROM: Ron Nielsen
SUBJECT: Family Medical Leave
DATE: April 19, 2004

The administration requests Family Medical Leave for the following person:

Crystal Specht Teacher, Probstfield to begin approximately April 23 for the remainder of the 2003-2004 school year.

SUGGESTED RESOLUTION: Move to approve the Family Medical Leave for Crystal Specht pursuant to Section IV, Article 38 of the Teachers' Master Contract.

RN/smw

BUSINESS SERVICES MEMO#: B.04.049



To: Dr. Larry P. Nybladh
From: Mark Weston *MLW*
Date: April 19, 2004
RE: Structural Balance

The Omnibus K-12 Education Act of 2001 requires a school board to pass a resolution verifying that any collective bargaining agreement approved after July 1, 2001, does not cause structural imbalance in the school district's budget during the period of the agreement. At this time I am recommending the following resolution, which is supported with the attached information. If you have further questions regarding this matter please contact me at your convenience.

Suggested Resolution: Move to approve the Individual Settlement-Balanced Budget Projection as presented in regards to the Dietary and Food Service Master Agreement.

MLW/dmh

Attachment:



Division of
**Program Finance -
 Financial Management**

Individual Settlement Budget Projection
 Minn. Stat. § 123B.749 Structurally Balanced School District Budget
 Individual Settlement Budget Projection Form

District Number: 0152-01
 District Name: MOORHEAD
 Date of Submission: Mon Apr 12 09:21:36 CDT 2004

General Fund(01)	(2003)	(2004)	(2005)	(2006)
Revenues (ALL General)				
01 - Current Revenue		42726293	41253445	40981875
Anticipated Revenue		42726293	41253445	40981875
Expenditures				
Settlement Salary/Benefits		34405321	34843113	36236840
All Other 01 Costs		11520629	9991701	10186941
Total General Fund(01) Balance	10849562	9270540	7568854	3999590

Food Service Fund(02)				
Revenues (ALL General)				
02 - Current Revenue		1370311	1397710	1425650
Anticipated Revenue		1370311	1397710	1425650
Expenditures				
Settlement Salary/Benefits		166301	174808	180052
All Other 02 Costs		1226818	1297464	1337543
Total General Fund(02) Balance	436811	414003	339441	247496

Community Service(04)				
Revenues (ALL General)				
04 - Current Revenue		1293145	1221547	1217771
Anticipated Revenue		1293145	1221547	1217771
Expenditures				
Settlement Salary/Benefits				

		509600	484120	484120
All Other 04 Costs		857072	793265	784173
Total General Fund(04) Balance	230720	157193	101355	50833
Staff changes affected by settlement		0	0	0
Actual staff count <u>in the unit</u> affected by the settlement		13	10	10
Anticipated Cuts		0	3	0
State Aid Formula	\$4,601	\$4,601	XXXXXX	XXXX
AMCPU's	5425	5307	5246	5159

Narrative:

Proceed to Next Step

HUMAN RESOURCE**MEMO #: HR .04.200**

TO: Dr. Larry Nybladh
FROM: Ron Nielsen
SUBJECT: Food Service Contract for 2003-2005
DATE: April 19, 2004

The mediation process is complete and the Food Service group has ratified the changes, which include,

Language Changes as follows:

Article 6 Minimum Pay
Article 6 Basic Salary Schedule
Article 8. Holidays
Article 9 Sick Leave
Article 12 Staff Reductions
Article 12 Administrative Transfers
Article 13 Uniforms
Article 15 Duration

The Monetary settlement was:

2003-2004	5.24%	\$9,574.00
<u>2004-2005</u>	<u>5.07%</u>	<u>\$9,749.00</u>
TOTAL	10.32%	\$19,323.00

SUGGESTED RESOLUTION: Move to approve the 2003-2005 Food Service Contract as presented.

RN/smw

OFFICE OF TEACHING & LEARNING MEMO #: I.04.136



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Basic Skills Result
DATE: April 21, 2004

Attached are the results of the Basic Skills Tests for Moorhead Schools.

The results for reading and mathematics reflect scores for all students in Moorhead Area Public Schools. The scores for Moorhead students are above the state average. The reading scores have remained stable over the past years. The mathematics scores show a slight decline over last year's high scores. The results from the writing test also show a stable trend in scores.

Further information will be shared at the board meeting regarding the test scores for Moorhead Area Public Schools.

LAK/kmr
Attachment

MINNESOTA BASIC SKILLS TESTS District Profile Report

District: MOORHEAD (0152-01)

Grade: 08
Test Date: February 2004

Score Information

All Students Tested
Average Total Correct

Mathematics 61
Reading 34

All Students Tested
Percent at or above scale score of 600

Mathematics 76%
Reading 82%

Percent of students in the following populations included in this average:

Special Education 16%
LEP 7%
Free and Reduced Lunch 26%
Not enrolled in the School by October 1 4%
Migrant 2%
Information Unavailable 1%

16%
8%
26%
4%
2%
1%

All Students Enrolled in the School by October 1
Average Total Correct

62 35

All Students Not Including LEP
Average Total Correct

63 35

Participation Information

	Mathematics	Reading
Number of students enrolled on day of test	418	418
Number of students tested	416	412
Number of students not tested*	2	6
Number of students absent	1	6

* This is the number of students in each subject who were exempted or had incomplete tests.

MINNESOTA COMPREHENSIVE ASSESSMENT/ BASIC SKILLS TEST OF WRITTEN COMPOSITION DISTRICT TEST PARTICIPATION REPORT

Date of Test: JANUARY 2004

District: MOORHEAD (0152-01)

2003 GRADE 5 TEST SCORE INFORMATION

Percent of Students At or Above Score Point 3.0	(Students Tested = 398)	92%
Average Score for All Students Enrolled as of Oct 1, 2003	(Students Tested = 389)	3.2
Average Score Not Including LEP Students	(Students Tested = 378)	3.2
Average Score for All Students Tested		3.2
Percent of Special Education Students Included in this Score		18%
Percent of Limited English Proficient Students Included in this Score		4%
Percent of Students Included Who are Eligible for Free/Reduced Lunch		23%
Percent of Students Not Enrolled in School by October 1, 2003		2%
Percent of Students for Whom Demographic Information is Not Available		1%

2003 GRADE 5 TEST PARTICIPATION INFORMATION

Number of Students Enrolled on Day of Testing	399
Number of Students Tested	398
Number of Students Not Tested	1
Number of Students Absent	0

Students Not Tested* includes students who became ill, engaged in inappropriate testing practices, refused to test, were absent, or were exempted.