



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

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**INDEPENDENT SCHOOL DISTRICT #152**

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

May 10, 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 the Moorhead High School Economic Challenge Team for defeating teams from Alabama, Arkansas, Kansas, Minnesota, Mississippi, Montana, Nebraska, and North Dakota to advance to the national championships. The Moorhead High team won an all-expense paid trip to New York City to compete as one of four teams in the National Economic Challenge Competition on May 22-24. Each team member received a \$1,000 savings bond.

S-19-BOS  
10 May 2004

**SCHOOL BOARD AGENDA - May 10, 2004**  
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Students who won regional Economics Challenge competitions around the state competed for state titles and the chance to advance to the multi-state Heartland Region competition. Students compete in three written rounds with individual tests in microeconomics and macroeconomics and a team test on international economics. The top two teams from the written rounds then compete in an oral quiz bowl round.

On April 25, the Moorhead High team won in the Advanced Placement division of the Heartland Regional Challenge of the National Council on Economic Education/ Goldman Sachs National Economics Challenge. Team members also claimed the top four individual places. Moorhead High team members are Tim Weaver, Ben Hanna, Nick Sternhagen and Zack Kenz. The team coach is Doug Johnson.

**\*\*\* We Are Proud** of the Moorhead High boys hockey team for winning the Section 8AA Champion with a 6-2 win over St. Cloud Tech. Moorhead defeated Elk River (4-3) in overtime to advance to the state semifinals where they defeated Duluth East 6-3. Moorhead met Centennial in the state championship game, losing 0-1 to finish second.

Team members are Nate Conneran, Tyler Johnson, Jon Ammerman, Brett Barta, Joe Emmerich, Chris Henry, Ryan Clukey, Nick Deutz, Cory Johnson, Matt Becker, Cory Loos, Brian Gifford, Brian Lee, Nolan Oliver, Nate Miller, Jeff Holtz, Chris Vandevelde, James Holtz, Spencer Deutz, Derek Hittle, and Rickard Sandstrom (manager). Head coach is Dave Morinville, and assistant coaches are Terry Shercliffe, Greg Salvevold, Eric Grafstrom, and Rory Sandvig.

**\*\*\* We Are Proud** of the Moorhead High School Knowledge Bowl team for placing first in the state for the spring Knowledge Master Open. The team was also ranked 28th out of approximately 800 schools from around the world that competed.

Team members are Annie Bakken, Matt Dahlen, Zack Kenz, Alex Magelky, Nick Sternhagen, Tim Weaver, Ben Hanna, Tom Kvamme, Cassie Palmer, Jaime Shaw, Jessica Arett, Andrew Bakken, Sam Cameron, Adam Klinnert, Megan Motschenbacher, Cathryn Nelson, Sean Richards, Dana Rognlie, Stephen Zitzow, Mia Bonitto, Andrew Chen, Nick Holschuh, and Sebastian Wai.

Two Moorhead High Knowledge Bowl teams competed in the state tournament.

## SCHOOL BOARD AGENDA - May 10, 2004

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The team of Nick Sternhagen, Zack Kenz, Tim Weaver, Matt Dahlen, and Annie Bakken placed 5th in the state tournament, and the team of Ben Hanna, Tom Kvamme, Sam Cameron, Adam Klinnert, and Steve Zitzow placed 11th.

Several Knowledge Bowl team members also participated in the KVLV Challenge where they placed second.

The Knowledge Bowl team is coached by Moorhead High teachers Audrey Erickson and Eric Tollefson.

**\*\*\* We Are Proud** of the Moorhead Junior High English Elective students and teacher Michaela Ludwig for being selected as a State Farm Good Neighbor Service-Learning Award winner by Youth Service America. The class received a \$1,000 grant to implement service-learning projects for National Youth Service Day on April 16-18, 2004. Only 100 grants were awarded out of over 850 applications from across the nation.

The students have been working on an innovative community theater project related to their study on the theme of "home." On April 16, the students kicked off National Youth Service Day and the beginning of their advocacy project on homelessness in the community with a presentation of scenes from their play, which explores their insights on homelessness. The students will present an evening public performance of the play on May 18.

Students in Michaela Ludwig's English Elective class who are involved in the project are Corey Amundson, Erik Auclair, Britney Berger, Elliot Cameron, Clara Cavins-Wolford, Alexa Deschene, Michael Ferrie, Amber Gangl, Adara Gebro, Caitlyn Gerchak, Samantha Grimestad, Nicholas Hellem, Thomas Holmgren, Megan Howard, Tarryn Klein, Reed Langerud, Jordan Myers, Grant Nelson, Jayce Schmidt, John Shiek, Ashley Stalboerger, Harrison Suits Baer, Riley Weber, and Ericka Ybarra. Anne Larson is the service-learning coordinator for the district.

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

## **SCHOOL BOARD AGENDA - May 10, 2004**

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#### **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 Grants - Pages 9-12
  - (2) Acceptance of Gifts - Page 13
- B. BUSINESS SERVICE MATTERS - Weston
  - (1) Approval to Advertise for Milk and Break Bids - Page 14
  - (2) Approval of Temporary Easement - Pages 15-17
- C. HUMAN RESOURCE MATTERS- Nielsen
  - (1) Approval of New Employees - Page 18
  - (2) Acceptance of Resignations - Page 19
  - (3) Approval of Leave of Absence - Page 20
  - (4) Approval of Family/Medical Leave - Page 21
  - (5) Approval of Termination of Non-Licensed Position - Page 22
- D. SUPERINTENDENT MATTERS - Nybladh
  - (1) Approval of April 12 and 26, 2004 Meeting Minutes - Pages 23-32
  - (2) Approval of May Claims

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

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

#### **3. COMMITTEE REPORTS**

**SCHOOL BOARD AGENDA - May 10, 2004**

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**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.)

MAPS/MSUM Research Project - Kovash

Pages 33-34

**5. APPROVAL OF HIGH SCHOOL SWIMMING POOL REPLACEMENT BID:**

Weston

Pages 35-36

Suggested Resolution: Move to approve Wanzek Construction, in the amount of \$544,000, for the swimming pool/general construction work on the swimming pool at Moorhead High School.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

Suggested Resolution: Move to approve Quantum Construction, in the amount of \$79,600, for the mechanical construction work on the swimming pool at Moorhead High School.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

Suggested Resolution: Move to approve Moorhead Electric, in the amount of \$62,900, for the electrical construction work on the swimming pool at Moorhead High School.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

**SCHOOL BOARD AGENDA - May 10, 2004**

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**6. APPROVAL OF PROPOSAL FOR SALE OF EXCESS LAND AT S.G. REINERTSEN ELEMENTARY SCHOOL SITE: Weston**

Pages 37-43

Suggested Resolution: Move to approve the proposal from R.D. Offutt Company for the sale of the 22.5 acre parcel, Lot 1, Block 1 of the South Elementary School Addition with the City of Moorhead for a price of \$15,000 per acre plus prepaid specials in the amount of \$309,949.54 for a total cash price of \$647,149.54. The purchase shall assume all pending special assessments and meet all other terms and conditions of the proposal.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

**7. APPROVAL OF ELECTRONIC MESSAGE BOARDS BID: Weston**

Pages 44-45

Suggested Resolution: Move to approve the bid received from Indigo Signworks in the amount of \$91,516.00 for electronic message boards.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

**8. APPROVAL OF SCHOOL BUS ROUTE BIDS: Weston**

Pages 46-49

Suggested Resolution: Move to award school bus routes for the 2004-05 and 2005-06 school years: Schuck Bus Service; Richards Transportation Service; Red River Acquisitions and Nelson School Bus Inc., as presented in the attached worksheet.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

**SCHOOL BOARD AGENDA - May 10, 2004**

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9. **ACTIVITY FEES AND TICKET PRICES PROPOSAL:** Kovash

Pages 50-54

Suggested Resolution: Move to approve the proposed Activity Fee and Ticket Price increase for the 2004-2005 school year as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Comments \_\_\_\_\_

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

11. **ADJOURNMENT**

CALENDAR OF EVENT

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Probstfield Staff Open House	May 11	3:45-5 pm	Library
Com Transition Inter Com	May 12	3 pm	High School
RRALC Multicultural Celeb	May 13	1:30-6:30 pm	Gooseberry Park (Armory if raining)
Indian Educ Parent Com	May 13	5 pm	Townsite Centre
Educ Mhd Recog Dinner	May 13	6 pm	Concordia Centrum
Spec Ed Parent Adv Com	May 14	12 noon	Townsite Centre
Honors Banquet (Seniors)	May 16	6-8 pm	Concordia Centrum
High School PTAC	May 17	6:30 pm	Library
Probstfield PTAC	May 17	7 pm	Library
Policy Review Committee	May 17	7 pm	Board Room
Spring Parent Mtgs:			
R Asp Elem	May 18	7 pm	Asp Gym
E Hopkins Elem	May 18	7 pm	JH Gym
SG Reinertsen Elem	May 18	7 pm	Probst Cafeteria
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
Schl Bd Retirement Reception	May 24	5:30 pm	Bd Rm
School Board	May 24	7 pm	Board Room
Retirement Reception for			
Dr. Betty Myers	May 25	3:30-5:30 pm	Heritage Hjemkomst
Technology Com	May 25	3:45 pm	Townsite Centre
Baccalaureate	May 26	7 pm	HS Auditorium
Activities Council	May 26	7 am	Board Room
RRALC Grad Luncheon	May 27	11:30 am	Marriott
Washington Staff Tea	May 27	3:30-5 pm	Washington
Washington Open House	May 27	5:30-7 pm	Washington
Memorial Day Holiday	May 31	No School	
Celebrate Probstfield	June 1	5-7 pm	Probstfield
Last Day for K-12 Students	June 2		
Last Day for K-12 Staff/Wkshps	June 4		
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	Board Room
School Board	June 28	7 pm	Board Room

MAY 4 2004

OFFICE OF TEACHING & LEARNING MEMO #: I.04.140



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Grant Acceptance  
DATE: April 28, 2004

Moorhead Adult Basic Education has been awarded a grant from Junior League of Fargo-Moorhead in the amount of \$500.00. The grant will be used to purchase the *Intensive Phonics* software program for English as a Second Language Learners at the Partners in Learning Family Literacy Program. The software would provide the ESL adult learners access to a comprehensive program, which was developed, for low-level and non-reading adults.

**SUGGESTED RESOLUTION:** Move to approve the Junior League of Fargo-Moorhead grant in the amount of \$500.00.

LAK/kmr



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

The Moorhead Area Foundation has approved the following grants:

1. Toni Bach - Counselor at Moorhead Senior High School  
    **"Act Online Prep"**

Description: The MHS Counseling Dept would like to purchase the site license for the school version of the ACT Online Prep program (ACTlive Prep). It is designed exclusively by the developers of the ACT Assessment. It would allow students planning to take the American College Test (ACT) the opportunity to learn test taking and study strategies that will help improve test scores on the ACT. This opportunity would be made available to any student who has access to a computer with Internet access.

Amount \$ 500.00

2. Nicole Odegard - Department Chair, Family and Consumer Science Program

**"Nutrition and Wellness Throughout the Life Cycle"**

Description: The newly developed and approved course curriculum, for the class Nutrition and Fitness that will be implemented at the High School in the Fall of 2005, was designed to help students make important decisions about nutrition and wellness with assurance and competence. The funding will be used to purchase supplemental materials and equipment.

Amount \$ 500.00

**SUGGESTED RESOLUTION:** Move to approve the grants awarded by Moorhead Area Education Foundation as presented above to Toni Bach \$ 500.00 and Nicole Odegard \$500.00

LAK/kmr  
Attachment

## **Grant History**

*MAEF Incentive Grants originated in the spring of 1994 with \$1,000 made available. The first grants awarded in October 1995. The following grants have been awarded.*

### October 1995

Moorhead High School Math Department Start-Up Calculator Lab  
Riverside Multi-Grade MN Science Museum Outreach Program

### February 1996

\$207 Edison Kindergarten-Parent/Child Take Home Packets  
Dean Mollerud, Asp Elementary-Supplemental Lego Program

Amount available increased to \$1,500 in spring, 1996.

### October 1996

\$490 Thordahl/Thiel, Washington-gender Fair Primary Literature  
\$100 Donna Dunlap-Bitz, Special Education -Adapted Reading Curriculum

### February 1997

No Grants met the criteria

### October 1997

No Applications

### February 1998

\$350 Edison Kindergarten-Learning Fair for Parents & Children  
\$444 Elementary Counseling Dept. Drug & Alcohol videos

### October 1998

\$396 Lynn Day - Elementary Computer Upgrades  
\$398 Renee Haapapuro-Junior High Scanner/Camera

### February 1999

\$150 Deb Eidsmoe, Eidson - Big Book Reading  
\$260 Christy Leier, Asp-Environmental Studies  
\$335 Thiel/Thordahl, Washington-Non fiction for Emerging Readers

Amount available increased to \$2,000 in spring 1999.

### October 1999

### February 2000

October 2000

Christen Rich - Implementation of Guided Reading in Immersion Classrooms  
Catherine Olson - Accessing Various Learning Styles in the US History 10 Class  
Denita Clapp - Epson Perfection 636U Flatbed Scanner

February 2001

Stephanie McNab, Wendy Paulson, Dee Pretty - Handwriting Instruction in the Primary  
Grades  
Christy Leier - Building a Multimedia Station

October 2001

Kay Peterson - Automatic External Defibrillator  
Eric Stenehjerm - Science Probe Package

February 2002

Melissa Eidsness - Math Independent Study Hands On Approach  
Karen Grant - Human Rights/Multicultural Resource Enhancement

January 2003

Brian Cole - Composers in Resident with Moorhead Elementary Orchestra  
Shirley Tweten - Type to Learn Program  
Jan Welken & Sandy Van Dyke - Educational Benefits of Pedometer Usage in Curriculum

January 2004

\$ 320 Michaela Ludwig - Blueprint for Home  
\$ 500 Kim Bushaw - Partners in Learning Program  
\$ 180 Rebecca Meyer-Larson  
National Federation for the Advancement of the Arts Conference

April 2004

\$ 500 Toni Bach - Act Online Prep  
\$ 500 Nicole Odegard - Nutrition and Wellness Throughout the Life Cycle

OFFICE OF TEACHING & LEARNING MEMO #: I.04.146



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Gift Acceptance  
DATE: May 5, 2004

Red River Area Learning Center has received various donations for their Multi Cultural Celebration which will be held May 13, 2004 at Gooseberry Park in Moorhead.

Cass Clay Creamery donated 30 gallons of ice cream  
Cole Paper donated paper plates and paper products  
John Morrell donated hot dogs  
Bella Professional Center donated \$200.00

**SUGGESTED RESOLUTION:** Move to approve the donations from the above business for the Multi Cultural Celebration on May 13, 2004 and direct administration to send thank you notes to each business.

LAK/kmr

**BUSINESS SERVICES MEMO#: B04053**



To: Dr. Larry P. Nybladh

From: Mark Weston *mw*

Date: May 4, 2004

RE: Authorization Request to Advertise for Bids for Milk and Bread

It has been past practice of the Moorhead School District to secure bids for the purchase of milk and bread products. Food Services is requesting authorization to advertise for bids for milk and bread products for the 2004-2005 school term.

Suggested Resolution: Move to authorize the advertisement for bids for milk and bread products for the 2004-2005 school term.

MLW/dmh

**BUSINESS SERVICES MEMO #:**

**B.04.055**



To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: May 5, 2004

RE: Temporary Easement

Attached please find a temporary easement with the City of Moorhead regarding the installation of a storm pipe to the retention pond at Horizon Middle School. This is a common request and I am recommending board approval regarding the request. Please contact me should you have further questions.

Suggested Resolution: Move to approve the Temporary Easement at Horizon Middle School as presented.

MLW/dmh

Attachment

### **TEMPORARY EASEMENT**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between Independent School District No. 152, a MN Corporation, Grantor, and the City of Moorhead, a municipal corporation and political subdivision of the State of Minnesota, Grantee, whose post office address is Fourth Floor, City Hall, 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantor hereby gives, grants, conveys and relinquishes unto said Grantee, a temporary easement and right-of-way in, on, over and across the real property described herein including the right to place excavated material from the adjacent utility construction, place topsoil and grade said temporary easement, together with all others having a like right, over, upon and through the following described tract or parcel of land lying and being in the County of Clay and the State of Minnesota, and described as follows, to-wit:

A strip of land 20 feet north and westerly along the following described line; along with the south and easterly 60 feet of a 80 foot strip of land laying south and easterly of the following described line.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°05'39" EAST (ASSUMED BEARING), ALONG THE EASTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 574.38 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 90°00'00" WEST FOR A DISTANCE OF 1011.23 FEET TO A POINT OF TANGENTIAL CURVE TO THE LEFT, RADIUS 623.87 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT FOR A DISTANCE OF 8.65 FEET, CENTRAL ANGLE 00°47'39"; THENCE SOUTH 08°22'00" WEST FOR A DISTANCE OF 269.15 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 2, SAID BLOCK 1, AND THERE TERMINATING.

Reserving; however, to the Grantor, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways and public utilities.

Grantee shall indemnify the Grantor for all damages caused to Grantor as a result of Grantee's exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor covenants the Grantor is the fee simple owner of said land and will warrant and defend title to the land against all claims.

The Grantee shall return the property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed, and Grantee will cause the prompt restoration to smooth surface contours on any portion of the above-described real property which may have been disturbed.

The rights, privilege and easement granted by this instrument for temporary construction and use of the above-described real property shall continue for a period not to exceed 16 months, beginning with the date of execution of this Temporary Easement by the Grantor.

To have and to hold the Easement of right of way unto the Grantee for the purposes herein stated.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Temporary Easement on the day and year first above written.

Independent School District No. 152

By: \_\_\_\_\_  
Its Chairman

By:: \_\_\_\_\_  
Its Secretary

**THIS INSTRUMENT WAS DRAFTED BY:**  
Moorhead City Engineers Office  
500 Center Avenue  
Moorhead, MN

**HUMAN RESOURCE**

**MEMO #: HR .04.206**



TO: Dr. Larry Nybladh  
FROM: Ron [Signature]  
SUBJECT: New Employee  
DATE: May 3, 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.

Tracy Boehm      Grades 3/4 Spanish Immersion Teacher, Hopkins Elementary, effective August 31, 2004.

Monica Olivares      Grade 3 Spanish Immersion Teacher, Hopkins Elementary, effective August 31, 2004.

Crystal Specht      Grade 1 Spanish Immersion Teacher, Hopkins Elementary, effective August 31, 2004.

Diana Cobbs      Kindergarten Spanish Immersion Teacher, Hopkins Elementary, effective August 31, 2004.

Carla Jimenez      Grade 5 Spanish Immersion Teacher, Hopkins Elementary, effective August 31, 2004.

**SUGGESTED RESOLUTION:** Move to approve the employment of Tracy Boehm, Monica Olivares, Crystal Specht, Diana Cobbs and Carla Jimenez.

RN/smw

**HUMAN RESOURCE**

**MEMO #: HR .04.205**



TO: Dr. Larry Nybladh  
FROM: Ron Nilsen  
SUBJECT: Resignation  
DATE: May 3, 2004

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

Ellie Nettlestad	Paraprofessional, Red River Area Learning Center, effective April 29, 2004.
James Edgerton	Paraprofessional, Red River Area Learning Center, effective June 30, 2004.
Sharon Woolhouse	Sign Language Interpreter, Senior High, effective June 4, 2004.
Jerome Mogard	Custodian, Robert Asp, effective May 14, 2004.
Ruth Potter	Sign Language Interpreter, Junior High, effective June 4, 2004

**SUGGESTED RESOLUTION:** Move to approve the resignation of Ellie Nettlestad, James Edgerton, Sharon Woolhouse, Jerome Mogard and Ruth Potter.

RN/smw

**HUMAN RESOURCE**

**MEMO #: HR .04.210**



TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron Nielsen, Director of Human Resources  
SUBJECT: Leave of Absence  
DATE: May 6, 2004

The administration requests a Leave of Absence for the following person:

Kari Yates ECSE Teacher, Probstfield Elementary for the 2004-2005 school year.

Suggested Resolution: Move to approve the request for Leave of Absence for Kari Yates pursuant to Article 43, Section 1 of the Teachers' Master Agreement.

RN/jg

HUMAN RESOURCE

MEMO #: HR .04.207



TO: Dr. Larry Nybladh  
FROM: Ron Nielsen  
SUBJECT: Family/Medical Leave  
DATE: May 3, 2004

The administration requests Family/Medical Leave for the following persons:

Alicia Severson Social Studies Teacher, Senior High, to begin on May 17, 2004 for the remainder of the 2004-2005 school year.

**SUGGESTED RESOLUTION:** Move to approve the Family/Medical Leave for Alicia Severson pursuant to Section IV, Article 38 of the Teachers' Master Contract.

RN/smw

HUMAN RESOURCE

MEMO #: HR .04.208



TO: Dr. Larry Nybladh  
FROM: Ron Nielsen  
SUBJECT: Termination of non-licensed position  
DATE: May 3, 2004

The following personnel have been recommended for termination of their employment with the Moorhead Area Public Schools as the result of declining enrollment and financial limitations.

Termination and Non-Renewal of Employment

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Anne Schneider	.45	Secretary

**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:

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Anne Schneider	.45	Secretary

RN/smw

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
TOWNSITE CENTRE  
APRIL 12, 2004  
PAGE 1**

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

**MEMBERS ABSENT:** Sonia Hohnadel.

**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 printed.

**APPROVAL OF AGENDA:** Ladwig moved, seconded by Tomhave, to approve the agenda as presented. Motion carried 6-0.

**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.

**\*\*\* 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.

**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 donation of a Rifton Pacer Gait Trainer from Carmen Bowden, valued at \$900, for use in occupational therapy at Moorhead Junior High School.

**Funding** - Approve the Carl Perkins funding of \$1,726.65 to be used for instructional materials

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
TOWNSITE CENTRE  
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by the Family and Consumer Science Department at Moorhead High School. The instructional materials include 38 student textbooks "Nutrition, Food and Fitness," 1 teacher's edition, 1 student activity guide, 1 teacher's resource guide, 1 teacher's 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.

New Employee

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

Resignations

Deborah Hooker - Secretary, Washington Elementary, effective June 10, 2004  
Dana Cossette - Health Tech, Washington Elementary, effective April 8, 2004

Leave of Absence

Nahro Hamad - Paraprofessional, Sr. High, for six months

Sabbatical Leave - Approve the sabbatical leave for Paula Frazee-Sperling as presented.

Minutes - Approve the March 8 and 22, 2004 Meeting Minutes as presented.

Claims - Approve the April Claims, subject to audit, in the amount of \$4,757,050.49.

General Fund:	\$948,131.12
Food Service:	92,725.62
Community Service:	43,817.85
Building Construction	3,672,375.90
TOTAL	\$4,757,050.49

Motion carried 6-0.

**COMMITTEE REPORTS:** Brief reports were heard regarding the Sabbatical Leave Committee, Edison PTAC, Joint Powers Committee, Washington PTAC, and Junior High PTAC meetings.

**SCHOOL BOARD/STAFF DIALOGUE:**

(This section is an effort on the part of the Board to communicate more informally at the first

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
TOWNSITE CENTRE  
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PAGE 3**

meeting of each month with the invited staff representatives on a wide variety of programs and issues.)

Summer Programs - Deb Pender, Scott Matheson, Sarah King, and Jackie Migler provided information regarding EXCEL Academy, Migrant School and Extended School Year summer programming for Moorhead Area Public School students. The programs are being held at S.G. Reinertsen Elementary School, Moorhead High School and the Red River Area Learning Center.

APPROVAL OF POLICY: Erickson moved, seconded by Fagerlie, to approve policy, Mandated Reporting of Child Neglect or Physical or Sexual Abuse (534), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Siggerud, to approve policy, Maltreatment of Vulnerable Adults (535), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Ladwig moved, seconded by Tomhave, to approve policy, Moorhead Area Public School District State Mandated Testing Plan and Procedure (660), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Tomhave moved, seconded by Fagerlie, to approve policy, Safety and Security Technology (712), as presented. Motion carried 6-0.

APPROVAL OF POLICY: Fagerlie moved, seconded by Ladwig, to approve policy, Public Gifts to the School District (834), as presented. Motion carried 6-0.

**APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON**

**UNREQUESTED LEAVE OF ABSENCE**: Tomhave moved, seconded by Erickson 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:

<u>Name</u>	<u>License</u>	<u>FTE</u>
Dorian Boe	Elementary Ed	1.00
Orella Olson	Elementary Ed	1.00

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
TOWNSITE CENTRE  
APRIL 12, 2004  
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Pat Haugen	Elementary Ed	1.00
Sayra Crary	ESL	1.00
Lisa Hustad	EBD/LD	<u>1.00</u>
<b>TOTAL</b>		<b>5.00</b>

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.  
Motion carried 6-0.

**APPROVAL OF RESOLUTION FOR TERMINATION OR REDUCTION OF NON-**

**LICENSED POSITIONS**: Siggerud moved, seconded by Fagerlie, 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

**REGULAR MEETING  
BOARD OF EDUCATION  
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PAGE 5**

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

Motion carried 6-0.

APPROVAL TO ADVERTISE FOR BIDS FOR ELECTRONIC MESSAGE BOARDS:

Ladwig moved, seconded by Tomhave, to approve the advertisement of bids for electronic message boards as related to the school district's monumental site signage plan. Motion carried 6-0.

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
TOWNSITE CENTRE  
APRIL 12, 2004  
PAGE 6**

**APPROVAL OF MOORHEAD COMMUNITY ACCESS TELEVISION PROPOSAL:**

Siggerud moved, seconded by Ladwig, 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. Motion carried 6-0.

**APPROVAL OF WASHINGTON SCHOOL DEMOLITION BID PACKAGE:** Fagerlie

moved, seconded by Thompson, to approve allowing Schipper Construction to withdraw their bid in the amount of \$114,500.00 for the demolition work at Washington Elementary School. Motion carried 6-0.

Ladwig moved, seconded by Tomhave, to approve the bid from Landwehr Construction in the amount of \$187,983.00 for the demolition work at Washington Elementary School. Motion carried 6-0.

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

**REPLACEMENT BIDS:** Siggerud moved, seconded by Ladwig, to approve the advertisement of a swimming pool replacement bids at Moorhead High School. Motion carried 6-0.

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

Siggerud moved, seconded by Tomhave, 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. Motion carried 6-0.

**APPROVAL OF SALE OF PROPERTY AT HORIZON MIDDLE SCHOOL:** Tomhave moved, seconded by Fagerlie, to authorize administration to negotiate the sale of Tracks A and B of Lot 1 of the Middle School Addition (Horizon Middle School site) to R.D. Offutt Company as described in the attachments. Motion carried 6-0.

**APPROVAL OF SALE OF PROPERTY TO THE CITY OF MOORHEAD:** Fagerlie moved, seconded by Tomhave, 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. Motion carried 6-0.

**REGULAR MEETING  
BOARD OF EDUCATION  
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PAGE 7**

**NORTHWEST EVALUATION ASSOCIATION (NWEA)/MEASURES OF ACADEMIC PROGRESS (MAP) TEST ASSESSMENT:** Tomhave moved, seconded by Fagerlie, to approve the MAP assessment as a part of the Moorhead Area Public School testing plan. Motion carried 6-0.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Chair Thompson appointed Board member Mike Siggerud to serve on the Discipline Handbook Review Committee and Board member Carol Ladwig to serve on the School Building's Handbook Review Committee. Chair Thompson commented that Edison School's 50th Anniversary Celebration is scheduled for May 20 from 5:30 - 7 p.m. at Edison. Chair Thompson also announced the School Board 2004 Retirement Reception will be held on May 24 at 5:30 p.m. in the Board Room. It was noted that the Community Education Recognition event is scheduled for April 27.

**ADJOURNMENT:** Hearing no objections, the meeting adjourned at 9:04 p.m.

---

Carol Ladwig, Clerk

**REGULAR MEETING  
BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT #152  
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PAGE 1**

**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 printed.

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

**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.

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

**REGULAR MEETING  
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PAGE 2**

Schaefer, Shaun Seaburg, Adam Matson, Chris Olson, Kenn Miller, Josh Starkweather, and Brock Solwold. Pat Anderson is head coach, and Andrea Ross is assistant 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.

**MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS:** None.

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

**Gifts** - Accept the donation of 30 basketballs from Papa John's Pizza to be distributed to the various district schools.

**Agreement** - Approve the contract agreement with Lakes Country Service Cooperative to provide support for Moorhead Area Public Schools with the federal and state requirements of No Child Left Behind and Minnesota Academic Standards Program for the 2004-05 school year.

**Advertisement for Bids** - Approve the authorization of district administration to advertise for bids for the school district security system.

**Resignations**

Robyn Yliniemi - Secretary, Senior High, effective April 30, 2004

Brad Weiss - Bus Driver, effective April 8, 2004.

Steve Connelly - Head Football Coach, effective April 26, 2004

**Family/Medical Leave**

Crystal Specht - Teacher, Probstfield to begin approximately April 23 for the remainder of the 2003-2004 school year.

Motion carried 7-0.

**REGULAR MEETING  
BOARD OF EDUCATION  
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PAGE 3**

**COMMITTEE REPORTS:** Brief reports were heard regarding the Instruction and Curriculum Advisory Committee, Health/Safety/Wellness Committee, Probstfield PTAC, Interagency Early Intervention Committee, Clay County Joint Powers Collaborative Board, Superintendent's Advisory Council, Research Study Group for Gifted and Talented, Religious Release Time Focus Group, and Riverside PTAC meetings.

**STRUCTURAL BALANCE:** Erickson moved, seconded by Fagerlie, to approve the Individual Settlement-Balanced Budget Projection as presented in regards to the Dietary and Food Service Master Agreement. Motion carried 7-0.

**FOOD SERVICE CONTRACT FOR 2003-2005:** Ladwig moved, seconded by Tomhave, to approve the 2003-2005 Food Service Contract as presented. The monetary settlement for 2003-04 is 5.24 percent (\$9,574) and 2004-05 is 5.07 percent (\$9,749) totaling 10.32 percent (\$19,323). Motion carried 7-0.

**BASIC SKILLS TEST RESULTS:** Kovash provided a presentation on 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 written test also show a stable trend in scores.

**OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD:** Tomhave welcomed Board members to attend the Community Education Recognition scheduled for Tuesday, April 27 at 6:30 pm. in the Board Room. Chair Thompson requested Board members bring their calendars to the next meeting to schedule the school board retreat. Board members were reminded of the upcoming 2004 Retirement Reception scheduled for May 24 at 5:30 p.m. in the Townsite Centre Board Room.

**ADJOURNMENT:** Hearing no objections, the meeting adjourned at 7:52 p.m.

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Carol Ladwig, Clerk

**OFFICE OF TEACHING & LEARNING MEMO #: I.04.145**



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Board Dialog  
DATE: May 4, 2004

Dr. Olivia Melroe will provide information to the board regarding a collaborative research project between Moorhead Area Public Schools and Moorhead State University Moorhead. The project focuses on early intervention strategies for at-risk students. Dr. Melroe has been instrumental in providing professional development and research support for the American Indian program and teachers in the Moorhead school district.

LAK/kmr  
Attachment



# **STRENGTHENING THE CIRCLE**

## **EFFECTIVE INTERVENTIONS FOR AMERICAN INDIAN STUDENTS**

**Reducing Overrepresentation in Special Education**  
*Staff Development Workshop Series*

A series of six 1/2 day workshop sessions presented once a month designed for education professionals on best practices in working with American Indian students in the regular education setting. The sessions are designed in a presentation, discussion and problem solving format. Topics to be included are the historical and cultural background of American Indian students in Minnesota; recent research and it's implications; review of curriculums; and implementation and documentation of culturally appropriate interventions in the classroom to improve student academic success.

CEU's available

**For further information please contact : Dr. Olivia Melroe**  
Minnesota State University Moorhead  
phone: (218) 477-4083  
e-mail: melroe@mnstate.edu

- Session 1: **American Indian Language and Education History and Language Impact on Academic Achievement of American Indian Students**
- Session 2: **Language and Literacy Interventions for American Indian Students and Curriculum Reviews**
- Session 3: **Progress Monitoring and American Indian Students**
- Session 4: **Culturally Appropriate Behavioral Intervention**
- Session 5: **Interventions Systems Issues**
- Session 6: **Topic to be designed by participants**

**BUSINESS SERVICES MEMO#: B.04.052**



**TO:** Dr. Larry P. Nybladh

**FROM:** Mark Weston *mw*

**DATE:** May 6, 2004

**RE:** Swimming Pool Bids

Enclosed with this memo please find a bid tabulation sheet and recommendation of award from Zerr Berg Architects, the design architect. After review of the bids submitted and conversation with Mr. Zerr, I am recommending that the high school swimming pool project be awarded to the following contractors:

Wanzek Construction, Inc. – Swimming Pool / Generation Construction Work  
Quantum Associates, Inc. – Mechanical Construction Work  
Moorhead Electric – Electrical Construction Work

**Suggested Resolution:**

Move to approve Wanzek Construction in the amount of \$544,000 for the swimming pool / general construction work on the swimming pool at Moorhead High School.

Move to approve Quantum Associates in the amount of \$79,600 for the mechanical construction work on the swimming pool at Moorhead High School.

Move to approve Moorhead Electric in the amount of \$62,900 for the electrical construction work on the swimming pool at Moorhead High School.

MLW/dmh  
Attachment:

36  
Moorhead Area Public Schools  
Independent School District 152  
Moorhead High School  
Swimming Pool Replacement  
Moorhead, Minnesota

Project No. 04-002

Bid Tabulation - May 6, 2004



ZERR BERG ARCHITECTS, INC.

CONTRACTOR			BASE BID	Alt. 1	Alt. E-1	Alt Pool Construction	Remarks
<b>Swimming Pool General Construction Work</b>	<b>Bid Bond</b>	<b>Addendum</b>		<b>Diamond Brite Pool Finish with Tile Accents</b>	<b>Natalorium Light System</b>		
<b>Associated Pools, Inc.</b> 1500 Industrial Dr. Bismarck, ND 58501	X	1	\$ 638,000.00	\$ (17,000.00)		\$ (75,000.00)	Pentair Filter Paddock ASC with Gutter Stenner Chlorine Pump
<b>Wanzek Construction Inc.</b> 16553 37R St SE Fargo, ND 58107	X	1	\$ 544,000.00	\$ 13,000.00		\$ 12,000.00	Nature Gutter / Filter
<b>Mechanical Construction Work</b>							
<b>Quantum Associates Inc.</b> PO Box 646 Fargo, ND 646	X	1	\$ 79,600.00				
<b>Robert Gibb &amp; Sons, Inc.</b> Box 10188 Fargo, ND 58106	X	1	\$ 106,400.00				
<b>Skalicky Plumbing, Heating &amp; Excavating, Inc.</b> 704 Wall St Ave N Moorhead, MN 56560	X	1	\$ 150,000.00				
<b>Electrical Construction Work</b>							
<b>CB &amp; Sons Electric, Inc.</b> 1020 Center Ave Moorhead, MN 56560	X	1	\$ 63,900.00		\$ (20,900.00)		
<b>Moorhead Electric</b> 2419 12th Ave S Moorhead, MN 56560	X	1	\$ 62,900.00		\$ (25,200.00)		
<b>Scott's Electric</b> 617 S 6th St Wahpeton, ND 58074	X	1	\$ 67,380.00		\$ (23,605.00)		



To; Dr. Larry P. Nybladh

From: Mark Weston *MW*

Date: May 5, 2004

RE: Proposal for Sale of Excess Land at S.G. Reinertsen Elementary School Site

As you will recall the school board at its regular meeting on April 12, 2004 authorized the administration to advertise for proposals regarding the purchase and development of excess land at the S.G. Reinertsen Elementary School site. On May 4, 2004 two proposals were received. Those submitting proposals were R.D. Offutt Company and Dann Bjornstad. Attached with this memo please find two proposals submitted by R. D. Offutt Company and one proposal from Dann Bjornstad.

On May 5, 2004 a committee met to evaluate all three proposals and make a recommendation to the school board. The committee was comprised of the Superintendent, Assistant Superintendent of Business Services, Board Chair and the Moorhead City Planner. After reviewing all three proposals it is the committee's recommendation to accept the proposal from R.D. Offutt Company for the sale of the 22.5 acre parcel, Lot 1, Block 1 of the South Elementary School Addition with the City of Moorhead for a price of \$15,000 per acre plus prepaid specials in the amount of \$309,949.54 for a total cash price of \$647,149.54. The purchase shall assume all pending special assessments and meet all other terms and conditions of the proposal.

Suggested Resolution: Move to approve the proposal from R.D. Offutt Company for the sale of the 22.5 acre parcel, Lot 1, Block 1 of the South Elementary School Addition with the City of Moorhead for a price of \$15,000 per acre plus prepaid specials in the amount of \$309,949.54 for a total cash price of \$647,149.54. The purchase shall assume all pending special assessments and meet all other terms and conditions of the proposal.

MLW/dmh  
Attachment

# R.D. OFFUTT COMPANY

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

May 4, 2004

Mr. Mark Westin  
INDEPENDENT SCHOOL DISTRICT NO. 152  
810-4<sup>th</sup> Avenue S.  
Moorhead, MN 56560

RE: Residential Development Proposal

Dear Mark,

We are pleased to submit the following proposal for your review regarding Lot 1, Block 1 of South Elementary School Addition to the City of Moorhead:

- The offer price shall be \$15,000.00 acre plus prepaid specials in the amount of \$309,949.54 for a total cash price of \$647,149.54.
- Purchaser shall assume all pending special assessments.
- R.D. Offutt Company, and/or its assigns shall purchase all of said parcel within thirty (30) days following delivery of marketable title.
- This offer shall be valid for sixty (60) days from the date of this letter.
- ISD No. 152 shall prepare the purchase agreement and incorporate the terms and conditions of this letter.
- Closing costs shall be allocated as customary for the region.

As to the development of the parcel, we would envision zoning, platting, and developing the entire parcel in year 2004. Because of the late date of this RFP combined with the already busy construction season, we think it would be unrealistic to be able to have streets paved by the end of this year; however, we would certainly make every effort to do so, and we would complete the development project as soon as possible. With this in mind, we think the June 15, 2005 completion date is a little ambitious and would respectfully request that it be amended to August 1, 2005 without penalty.

We envision the development to include both single-family and multiple-family dwellings. Approximately 10 acres would be dedicated to apartment type units (6 buildings ranging from 30-36 units each) with the balance to be dedicated to single-family units. Our preliminary marketing would suggest a single-family home in the range of \$109,000-139,000 would be most suited to this site. Attached is a sketch of one possible street and housing layout. We apologize for the quality of the sketch, and

## **R.D. OFFUTT COMPANY**

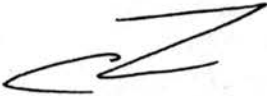
700 South 7th Street  
P.O. Box 7160/58106-7160  
Fargo, North Dakota 58103  
(701) 237-6062

provided this RFP is accepted, we could have a neighborhood plan drafted (to scale) within a relatively short time.

R.D. Offutt Company has been involved in residential development in Moorhead for many years. We're most noted for the Meadows residential development (including the donation of land to the City of Moorhead for the Meadows Golf Course) located east of Hwy. 52 and north of I-94. As you are aware, we are developing the land around the new Middle School. We've enclosed a preliminary master land-use plan for your review which helps illustrate the time and effort that we put into development projects. We can assure you that we will be professional in our plans, and be timely in the development of the project.

For bank references, you may certainly call Ron Robson, President of US Bank or Dick Solberg, President of State Bank.

Sincerely,



F. Scott Neal  
Vice President

# R.D. OFFUTT COMPANY

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

May 4, 2004

Mr. Mark Westin  
INDEPENDENT SCHOOL DISTRICT NO. 152  
810-4<sup>th</sup> Avenue S.  
Moorhead, MN 56560

RE: Residential Development Proposal

Dear Mark,

We are pleased to submit the following proposal for your review regarding Lot 1, Block 1 of South Elementary School Addition to the City of Moorhead:

- Enclosed find a check in the amount of \$25,000.00, as non-refundable consideration, for the School District's grant to RDO the Option to Purchase the above tract at a purchase amount which is 10% higher than the RFP proposed to be accepted by the School District.
- In the event the School District grants RDO the Option to Purchase, the School District shall deliver to RDO a copy of the RFP contemplated to be accepted by the School District. The Option shall be exercised, if at all, by RDO giving written notice to the School District within seven (7) days after receipt of the RFP. If RDO exercises its Option, RDO shall purchase the parcel upon substantially the same terms and conditions as the RFP (except with the purchase price adjustment) with the \$25,000.00 consideration to be applied to the purchase price; however, if RDO fails to exercise its Option, then the School District may retain said \$25,000.00 without further recourse to RDO. In the event the sale should not be consummated with the other buyer, the provisions of this paragraph shall apply to any subsequent contemplated sales.
- In the event the School District doesn't grant RDO the Option to Purchase, the School District shall promptly return the \$25,000.00.

As to the development of the parcel, we would envision zoning, platting, and developing the entire parcel in year 2004. Because of the late date of this RFP combined with the already busy construction season, we think it would be unrealistic to be able to have streets paved by the end of this year; however, we would certainly make every effort to do so, and we would complete the development project as soon as possible. With this in

# R.D. OFFUTT COMPANY

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

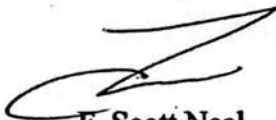
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R.D. Offutt Company has been involved in residential development in Moorhead for many years. We're most noted for the Meadows residential development (including the donation of land to the City of Moorhead for the Meadows Golf Course) located east of Hwy. 52 and north of I-94. As you are aware, we are developing the land around the new Middle School. We've enclosed a preliminary master land-use plan for your review which helps illustrate the time and effort that we put into development projects. We can assure you that we will be professional in our plans, and be timely in the development of the project.

For bank references, you may certainly call Ron Robson, President of US Bank or Dick Solberg, President of State Bank.

Sincerely,



F. Scott Neal  
Vice President



April 30, 2003

Mark Weston  
Moorhead Public Schools  
810 4<sup>th</sup> Avenue South  
Moorhead MN 56560

RE: Residential Development Proposal:  
Part of Lot 1 Block 1, South Elementary School Addition  
to the City of Moorhead.

Dear Mark:

We are pleased to propose to develop the approximate 22.5 acres into 50 to 55 single family and townhome lots. Prices would be in the \$225,000 to \$300,000 range. Included are rough drafts we have had prepared by Ulteig Engineering.

Our development group would consist of Moorhead builders Brian Heide, who has been in the construction business since 1978. Dave Schmidt who took over his family's construction business, and has been building since 1978. Kevin Christianson is a local developer who has developed the 425 lot Elmood Addition in West Fargo, 650 lot Osgood Addition in Fargo and 55 lot Bridgeview Addition in North Moorhead. Finally myself, a licensed Real Estate Agent/Broker since 1979. I have been involved in the development or sale of over 300 lots in Moorhead, consisting of Angela's Third, Meadows I, Ronald Kost and Kingsford First, Second and Third Additions.

Enclosed for your review are letters of reference from two local lenders.

We would start construction of Phase One this year and anticipate to have roof tops by year's end. To speed up the underground construction process we will contract privately and pay for and not contract through the City.

The reimbursement of pre-paid Special Assessments in the amount of \$309,949.54 would be paid for in cash at closing.



3401 8th Street South • Moorhead, Minnesota 56560  
218-236-6611  
FAX 218-236-7534

**MLS**  
MULTIPLE LISTING SERVICE



We understand that additional Special Assessments of \$155,000 will incur in 2004 or 2005.

Our price for the 22.48 acres will be \$269,760 with 10% down within 48 hours of notification and balance at closing.

If you need additional information regarding our proposal, please contact me.

Yours truly,

Dann Bjornstad

A handwritten signature in black ink that reads "Dann Bjornstad". The signature is written in a cursive style with a large, looping "B".



3401 8th Street South • Moorhead, Minnesota 56560  
218-236-6611  
FAX 218-236-7534



**BUSINESS SERVICES MEMO #:**

**B.04.054**



To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: May 5, 2004

RE: Electrical Message Board Bids

Attached with this memo please find a list of vendors and their respective bids for the monumental site message boards. As you might recall these message board will be located at all schools as well as the district education center. After review of each bid it is my recommendation that the school district award the contract for all message boards to Indigo Signworks in the amount of \$91,516.00. Please contact me should you have any questions regarding this matter.

Suggested Resolution: Move to approve the bid received from Indigo Signworks in the amount of \$91,516.00 for electronic message boards.

MLW/dmh

Attachment

**Moorhead Area Public Schools Electronic Message Center and Sign Bid  
May 4, 2004**

	<u><b>Cook Sign Co</b></u>		<u><b>Indigo Sign Works</b></u>		<u><b>Numeritex</b></u>	
	Base Bid & Installation	Add Alternate	Base Bid & Installation	Add Alternate	Base Bid & Installation	Add Alternate
<b>Robert Asp Elementary</b>			\$11,520.00		\$13,445.00	
<b>Ellen Hopkins Elementary</b>			\$11,520.00		\$13,445.00	
<b>S.G. Reinertsen Elementary</b>			\$11,520.00	\$11,640.00	\$13,445.00	\$15,245.00
<b>Horizon Middle School</b>			\$11,520.00	\$11,640.00	\$13,445.00	\$15,245.00
<b>Moorhead High School</b>			\$33,916.00		\$30,695.00	
<b>Probstfield Center for Education</b>			\$11,520.00		\$13,445.00	
<b>Total</b>	<b>\$102,492.00</b>	<b>\$22,520.00</b>	<b>\$91,516.00</b>	<b>\$23,280.00</b>	<b>\$97,920.00</b>	<b>\$30,490.00</b>
<b>Total Base Bid + Alternate</b>		<b>\$125,012.00</b>		<b>\$114,796.00</b>		<b>\$128,410.00</b>

**BUSINESS SERVICES MEMO#: B.04.051**



To: Dr. Larry P. Nybladh

From: Mark Weston *mw*

Date: April 29, 2004

RE: School Bus Route Bids

Attached with this memo is a recommendation from Dan Bacon Director of Transportation regarding the awarding of bus routes for the 2004-05 and 2005-06 school years. As Mr. Bacon indicated in his memo, the bids came in very favorable. The attached worksheet has been reviewed by all contractors, and there were no major issues raised.

Suggested Resolution: Move to award school bus routes for the 2004-05 and 2005-06 school years: Schuck Bus Service; Richards Transportation Service; Red River Acquisitions and Nelson School Bus Inc. as presented in the attached worksheet.

MLW/dmh

Attachment:

# Memo

**To:** Mr. Weston  
**From:** Dan Bacon  
**CC:**  
**Date:** 4/28/2004  
**Re:** Recommended Bid Award for School Bus Routes

---

Overall the prices came in very close to the same cost per route as they were last year.

I recommend that we assign routes according to low bid. I also recommend the district do the five routes where the difference in bid price and our expected cost is greatest.

We also accepted prices for additional time and routes. I recommend we accept all of these bids. They will be used to assign Special Needs, Noon Kindergarten, and any other regularly scheduled routes that may become necessary over the term of this bid. These are also used to adjust prices on routes when time is added or subtracted.

## 2004 bid worksheet

	Route #	Carrier	Schuck Year 1	Schuck Year 2	Red River Year 1	Red River Year 2	Nelson Year 1	Nelson Year 2	Richards Year 1	Richards Year 2
BID 011		Moorhead Area School District							36,337.00	37,427.00
BID 014		Moorhead Area School District							39,567.00	40,754.00
BID 023		Moorhead Area School District	30,000.00	31,500.00	29,250.00	30,128.00			34,318.00	35,347.00
BID 033		Moorhead Area School District							34,318.00	35,347.00
BID 035		Moorhead Area School District							30,281.00	31,189.00
BID 004		Nelson School Bus					30,500.00	31,720.00		
BID 007		Nelson School Bus					32,000.00	33,280.00		
BID 027		Nelson School Bus					35,300.00	36,712.00		
BID 037		Nelson School Bus					35,300.00	36,712.00		
BID 006		Red River Acquisitions	33,000.00	34,500.00	24,500.00	25,235.00			26,243.00	27,030.00
BID 020		Red River Acquisitions	30,000.00	31,500.00	29,500.00	30,385.00			34,318.00	35,347.00
BID 021		Red River Acquisitions	30,000.00	31,500.00	29,500.00	30,385.00			34,318.00	35,347.00
BID 029		Red River Acquisitions			27,500.00	28,325.00			30,281.00	31,189.00
BID 032		Red River Acquisitions	27,000.00	28,500.00	25,000.00	25,750.00			32,300.00	33,269.00
BID 038		Red River Acquisitions	30,000.00	31,500.00	25,000.00	25,750.00			32,300.00	33,269.00
BID 040		Red River Acquisitions			17,600.00	18,128.00			18,168.00	18,713.00
BID 042		Red River Acquisitions			15,000.00	15,450.00				
BID 001		Richard Transportation Service							32,300.00	33,269.00
BID 002		Richard Transportation Service							33,320.00	34,319.00
BID 003		Richard Transportation Service							33,320.00	34,319.00
BID 009		Richard Transportation Service							35,402.00	36,464.00
BID 010		Richard Transportation Service							31,237.00	32,174.00
BID 012		Richard Transportation Service							38,356.00	39,506.00
BID 013		Richard Transportation Service							33,320.00	34,319.00
BID 015		Richard Transportation Service							32,300.00	33,269.00
BID 016		Richard Transportation Service							42,393.00	43,664.00
BID 018		Richard Transportation Service							28,262.00	29,109.00
BID 019		Richard Transportation Service							34,318.00	35,347.00
BID 022		Richard Transportation Service			30,100.00	31,003.00			24,225.00	24,951.00
BID 024		Richard Transportation Service							28,262.00	29,109.00
BID 026		Richard Transportation Service							38,356.00	39,506.00
BID 030		Richard Transportation Service					37,000.00	38,480.00	36,337.00	37,427.00
BID 036		Richard Transportation Service							30,281.00	31,189.00
BID 039		Richard Transportation Service							18,168.00	18,713.00
BID 041		Richard Transportation Service							16,660.00	17,159.00
BID 005		Schuck Bus Service	38,000.00	39,500.00						
BID 008		Schuck Bus Service	38,000.00	39,500.00						
BID 017		Schuck Bus Service	27,000.00	28,500.00	30,100.00	31,003.00			32,300.00	33,269.00
BID 025		Schuck Bus Service	33,000.00	34,500.00					36,337.00	37,427.00
BID 028		Schuck Bus Service	30,000.00	31,500.00					32,300.00	33,269.00
BID 031		Schuck Bus Service	27,000.00	28,500.00	27,500.00	28,325.00			32,300.00	33,269.00
BID 034		Schuck Bus Service	33,000.00	34,500.00					34,318.00	35,347.00

## Additional Route Bid

	Schuck Bus			Red River Acquisitions		
	Minnimum Charge	Price / hour	Minnimum time	Minnimum Charge	Price / hour	Minnimum time
Type A						
Type B						
Type C	80	15	per day	12000	40	1.5
Type D				12000	40	
Mid Day Run	40		1 hour		36	1.5
Type III w/ Driver						
Bus w/ lift						
Assistant						
Available Equipment						
Type A						
Type B						
Type C	13	0		8	0	
Type D				2	0	
Type III						
	Nelson School Bus			Richards Transportation Service		
	Minnimum Charge	Price / hour	Minnimum time	Minnimum Charge	Price / hour	Minnimum time
Type A				71.25	47.5	1.5
Type B						
Type C	11500	60		71.25	47.5	1.5
Type D				71.25	47.5	1.5
Mid Day Run	7250		1	46.5		1.5
Type III w/ Driver				71.25	47.5	1.5
Bus w/ lift				73.5	49	1.5
Assistant				18	12	1.5
Available Equipment						
Type A				6	2	
Type B				0	0	
Type C	6			23	3	
Type D				2	0	
Type III				3	0	
Will Purchase equipment as necessary						

OFFICE OF TEACHING & LEARNING MEMO #: I.04.144



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Activity Fees and Ticket Prices  
DATE: May 6, 2004

The Activities Council discussed and made a recommendation regarding the activity fee and ticket prices. At the April 28th meeting, the council agreed to submit the proposal increase listed below for superintendent review.

	<u>Current Fees</u>	<u>Proposed Fees</u>
High School Activity Fee	\$ 40.00	\$ 50.00
Middle School Activity Fee	\$ 25.00	\$ 30.00

Activity fees for an individual shall be capped at \$100.00 per person. Due to the difficulty of monitoring between the middle school and high school, this proposal eliminates the family cap of \$200.00.

	<u>Current Ticket Prices</u>	<u>Proposed Prices</u>
Season Passes		
Adult	\$ 40.00	\$ 50.00
Student	\$ 20.00	\$ 30.00
Ticket Prices		
Adult	\$ 4.00	\$ 5.00
Student	\$ 2.00	\$ 3.00

Fee structure was increased to current levels in 1999. Increases in all costs (workers, officials, supplies, transportation and equipment) drive the need to increase fees and ticket prices. The proposed structure is consistent with Minnesota and regional schools.

**SUGGESTED RESOLUTION:** Move to approve the proposed Activity Fee and Ticket Price increase for the 2004-2005 school year as presented.

LAK/kmr  
Attachment

Additional Information for Proposed Increase  
Extra Curricular Activity Fees and Admission Ticket Price Information

5/6/04

Information has been gathered from the Minnesota State High School League and from regional schools regarding the activity fees and admission ticket prices. That information has been attached on the following spreadsheets.

It appears that the ranges in the state of Minnesota for activity fees range from no fees to a high of \$234 in metro schools. The maximum limits also vary greatly from school district to school district.

The admission ticket prices to games also range from \$2.00 to \$5.00 for students and from \$3.00 to \$7.00 for adults. Moorhead's proposed fees appear to be within the average for the state.

The additional information serves to provide a basis for the proposed increase to activity fees and admission information.

Activity Admission Ticket Prices  
2003-04 Fees Regional Schools

School District	Student Admission	Adult Admission	Other
Barnesville	\$2	\$4	
Battle Lake	\$2	\$4	Staff and guest free; Seniors free with pass
Breckenridge	\$2	\$4	Adult Pass - \$30; Student Pass - \$15; Seniors Free
Detroit Lakes	\$2	\$5	Employees free, Ten Punch - \$30 adult, \$5 student; Seniors free
Dilworth/Glyndon/Felton	\$2	\$4	Student pass - \$15; Adult pass - \$40; Seniors free
Fergus Falls	\$3	\$5	Adult 10 game; \$40; Student 10 game; \$25; Family season ticket; \$140
Frazee	\$2	\$4	Seniors free; Student pass \$15 or work 4 events; Adult pass \$35 or work 2 events
Hawley	\$2	\$4	Seniors free, adult pass \$35, student pass \$20
Lake Park/Audubon	\$2	\$4	\$10 max for family/event; Season pass \$20 seniors and student; \$40 adult; \$100 family
New York Mills	\$2	\$4	College and seniors \$2; Adult 10 punch \$20; Student \$10; Staff free
Perham	\$2	\$4	Seniors free; Family pass Fall \$60; Winter \$80; Year \$140
Ulen Hitterdahl	\$2	\$4	Pass for employees and board members; Yearly pass Adult \$35; Student \$10
West Central Area	\$2	\$4	Adult 10 punch \$30; student \$14

Extra-Curricular Activity Fees  
2003-04 Fees and Prices from Regional Schools

School District	Junior High Middle School	High School	Other
Barnesville	\$25	\$45	\$125 Maximum
Battle Lake	\$30	\$30	\$20 second activity; free third activity; \$50 max per student; \$100 max per family; \$15 for cheerleader/drama/speech
Breckenridge	\$20	\$30	\$20 for pom pon, cheerleading, one act play and three act play; Ind. Limit of \$70; Family limit of \$120
Detroit Lakes	\$25	\$45	
Dilworth/Glyndon/Felton	\$10	\$20	\$100 limit
Fergus Falls	\$30	\$50	Family maximum of \$250
Frazee	\$35	\$35	\$140 family maximum; elementary \$15 or \$60 family maximum
Hawley	\$25	\$25	\$100 family maximum; \$50 student maximum
Lake Park/Audubon	\$20	\$30	\$40 max for junior high; \$60 max for senior high; \$120 max for family
New York Mills	\$20	\$30	\$100 family maximum
Perham	\$25	\$55	Two sport maximum or \$190 family maximum
Ulen Hitterdahl	None	None	
Underwood	\$25	\$25	Football \$40; cheerleading, speech and one act play \$25; \$100 family maximum
West Central Area	\$40	\$55	High School football \$65; Non-sports \$40; JH football \$45; Non-sports \$35

Selected Information from Minnesota State High School League Participation Fee Survey  
November 2003

School	Other Activities	Fees	Academic Activities	Fees
Anoka	Marching Band, Theater, Strength Training (2 day/3day), Cheerleading	234,100,40, 60,234		
Apple Valley	All 9th grade participants; Cheerleading	70, 80	Quiz Bowl, Chess, Math Team, Mock Trial	50
Bemidji			Math League, Knowledge Bowl	20
Blaine	Marching Bank, Cheerleading, Strength Training	234,234,60	Admission Prices \$7/\$5 football; \$6/4 all others	
Brainerd	All Sports	40		
Buffalo			Knowledge Bowl; Mock Trial; Speech	50
Centennial	Cheerleading, Dance Team	95	Math Team, Knowledge Bowl, Mock Trial, Musical & Spring Play	98,119, 98,95 each
Chaska	Cheerleading	85	Key Club, Thespian Club, International Club, Math Club	45
Columbia Heights			Math Team; Knowledge Bowl	75
Duluth	Increase proposed		Math Team; Knowledge Bowl	25
Eden Prairie			Quiz Bowl; Future Problem Solvers	35
Elk River	Spring Play, Marching Band; Jazz Band; Jazz Choir	120,110,95, 95	Knowledge Bowl; Mock Trial; Math League	95
Grand Rapids	All Sports 7 & 8; 9-12 Debate	70,95		
Lakeville	Intramurals, Fitness Center, Pom Squad, Drama	40	Math League, Mock Trial, Quiz Bowl, Science Olympiad	40
Mankato			Math Laague, Knowledge Bowl	50
Minnetonka			Math League, Mock Trial, Quiz Bowl, Science Olympiad	40
Spring Lake Park	1st sport, 2nd sport, 3rd sport	200, 150, 125	Math Team, Fall Play, Spring Musical, Set Crew	50.50.50. 35
Willmar	1st sport, 2nd sport, 3rd sport	150, 75, Free	Math Team, Knowledge Bowl	30
Winona	Fall Dance	65		

**INDEPENDENT SCHOOL DISTRICT #152**

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

May 24, 2004

5:30 p.m. School Board Retirement Reception  
7:00 p.m. School Board Meeting

**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 the Moorhead Junior High English Elective students and teacher Michaela Ludwig for being selected as a State Farm Good Neighbor Service-Learning Award winner by Youth Service America. The class received a \$1,000 grant to implement service-learning projects for National Youth Service Day on April 16-18, 2004. Only 100 grants were awarded out of over 850 applications from across the nation.

S-M9-BOS  
24 May 2004

## SCHOOL BOARD AGENDA - May 24, 2004

### PAGE 2

The students have been working on an innovative community theater project related to their study on the theme of "home." On April 16, the students kicked off National Youth Service Day and the beginning of their advocacy project on homelessness in the community with a presentation of scenes from their play, which explores their insights on homelessness. The students will present an evening public performance of the play on May 18.

Students in Michaela Ludwig's English Elective class who are involved in the project are Corey Amundson, Erik Auclair, Britney Berger, Elliot Cameron, Clara Cavins-Wolford, Alexa Deschene, Michael Ferrie, Amber Gangl, Adara Gebro, Caitlyn Gerchak, Samantha Grimestad, Nicholas Hellem, Thomas Holmgren, Megan Howard, Tarryn Klein, Reed Langerud, Jordan Myers, Grant Nelson, Jayce Schmidt, John Shiek, Ashley Stalboerger, Harrison Suits Baer, Riley Weber, and Ericka Ybarra. Anne Larson is the service-learning coordinator for the district.

**\*\*\* We Are Proud** of Moorhead High School student Hugh Kennedy for being named a Presidential Scholar in the Arts. The Presidential Scholars program is a national recognition program administered by the U.S. Department of Education to honor the nation's most distinguished graduating high school seniors. Only 20 students in the nation are chosen as Presidential Scholars in the Arts. Kennedy is the only student from Moorhead High to ever be named a Presidential Scholar.

The 20 Presidential Scholars in the Arts will join 121 academic Presidential Scholars in Washington, D.C., for National Recognition Week from June 18-21. The Scholars will spend the week meeting with elected officials, educators, authors, musicians, scientists, and other accomplished professionals. They will attend seminars, recitals and receive the coveted Presidential Medallion.

The performing artists will be featured during The Salute to the 2004 Presidential Scholars at the John F. Kennedy Center for the Performing Arts' Concert Hall on Monday, June 21. The evening will feature performances by the Presidential Scholars in dance, music and theater and an introduction to all of the Presidential Scholars.

**\*\*\* We Are Proud** of Moorhead High School English teacher and speech coach Rebecca Meyer-Larson for earning a second diamond in her National Forensic League

## SCHOOL BOARD AGENDA - May 24, 2004

### PAGE 3

pin. She will be recognized at the NFL National Tournament for her dedication in training effective leadership skills. The national tournament will be June 13-18, 2004, in Salt Lake City, Utah.

Meyer-Larson attained 3,483 points on April 15, 2004. Coaches receive 1/10th of their students' points. Under Meyer-Larson's instruction, students earned over 34,830 credit points. On attaining 1,500 points, coaches are entitled to wear a diamond-set NFL key or pin. Additional diamonds accrue at 3,000, 6,000, 10,000 and each 3,000 points thereafter.

The National Forensic League is designed to encourage and motivate high school students to participate in and become proficient in the forensic arts of debate, public speaking and interpretation.

**\*\*\* We Are Proud** of the Knowledge Master Team from Moorhead Junior High School for taking second place honors in both the Fall and Spring Knowledge Master competitions. Thirty-six middle schools from Minnesota participated in this semiannual competition.

In the fall, Moorhead placed 27th out of 815 participating middle schools nationwide, and in the spring, they ranked 28th out of 909 teams.

Members of the Moorhead Junior High Knowledge Master Team are: Daniel Bock, Dimitri Boreisha, Erin Clark, Stephanie Clark, Anthony Dostert, Jillian Flom, Peter Flom, Margaret Hannahs, Reed Langerud, Jacob Lundborg, Amanda Oanes, Jayce Schmidt, Harrison Suits Baer, Malcom Suits Baer, and Margaret Worman.

The Knowledge Master Team is coached by Lois Brown.

**\*\*\* We Are Proud** of Moorhead Junior High students who had outstanding achievement in the 2004 Midwest Talent Search. A recognition ceremony was held April 27 for the 45 students from Moorhead Junior High School who participated in this year's Midwest Talent Search conducted by the Center for Talent Development at Northwestern University.

Special recognition was given to the following students for their outstanding achievement: Jakob Lindaas, Alison Thompson and Emily Bruggeman on the ACT;

## SCHOOL BOARD AGENDA - May 24, 2004

### PAGE 4

and Sabrina Sam, Adam Fitzgerald, Margaret Worman, Margaret Hannahs, and Harrison Suits Baer on the SAT. In addition, Sabrina Sam, Harrison Suits Baer, Stephanie Clark, and Ethan Dahlsad were recognized for achieving the most significant growth between 2003 and 2004 talent searches.

Jakob Lindaas earned the distinction of being invited to the Award Ceremony at Northwestern University reserved for students scoring above the 99th percentile of talent search participants in our eight state region. This is an honor that has previously been earned by only five other Moorhead students.

The Midwest Talent Search is coordinated at Moorhead Junior High School by Lois Brown.

**\*\*\* We Are Proud** of Moorhead High students Mitch Nelson, Chris Hilgers, Matt Lambert, Nathan Charlton, Jamie Naasz, Dustin Pattengale, Dallas Sessions and Tony Staiger who received the highest total written test scores in the state on the 2004 Ford/AAA Student Auto Skills Competition. This earned the auto program a power train (engine, transmission, differential, rear axle).

Mitch Nelson and Chris Hilgers competed in the state finals of the Ford/AAA Automotive Trouble Shooting Contest in Minneapolis. They were one of the top ten teams competing from Minnesota high schools. The two students diagnosed and repaired all the problems in a "bugged" 2004 Ford Crown Victoria. Their vehicle was one of only three perfectly repaired vehicles. They finished third overall in the state competition. Darvin Miller is the automotive teacher at Moorhead High School.

**\*\*\* We Are Proud** of Moorhead teams that placed first at the Moorhead Regional Destination ImagiNation Tournament held March 13, 2004 at Moorhead High School.

Moorhead's Regional Tournament is one of nine Destination ImagiNation Regional Tournaments in Minnesota. First-place and second-place winners from Moorhead's Regional Tournament qualified to represent the region at the Destination ImagiNation State Tournament on April 17, 2004 at Blaine High School.

## SCHOOL BOARD AGENDA - May 24, 2004

### PAGE 5

The Moorhead Elementary team SIDI finished first in Destinations in Time at the regional tournament and eighth at the state tournament. Team members are: Genevieve Kafka, Jena Pender, Lizzy Ross, Libby Sternhagen, Becca Troutman, Taylor Baldwin, and Chelsea Falk. The team is managed by Scott Sternhagen.

The Moorhead Elementary team The Probstfield Players finished first in The Plot and the Pendulum. The Probstfield Players decided not to participate at the state tournament. Team members are: Adam Hanson, Ying Ying Zhang, Lucia Smith, Peter MacFarlane, Drew Thompson, Evan Johnson, and Nina Grollman. Maggie Hanson is the team manager.

The Moorhead Senior High team, Pharcikal Phredriques placed first at the Moorhead tournament and fifth in the state in the Cartoon Dimensions challenge. Team members are: Tom Bergland, Sarah Kenz, Jennifer Astrup, Caroline Moos, Kelsey Keimig, Emily Patterson, and Jessamy Alto. Team managers are Sandy and Bill Kenz.

Destination ImagiNation, a creativity and problem solving program for youth of all ages, has thousands of participants in 47 U.S. states, 15 countries and Canadian provinces participating annually.

**\*\*\* We Are Proud** of Ethan Dahlsad for placing fifth at the Regional Spelling Bee in Fergus Falls and representing Moorhead Schools at the Multi Regional Spelling Bee in Fergus Falls on March 30.

- 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 - May 24, 2004**

**PAGE 6**

- A. TEACHING/LEARNING MATTERS - Kovash
  - (1) Approval of Contracts - Pages 9-24
  - (2) Approval of Summer School Programs - Pages 25-28
  - (3) Approval of Grant Application - Pages 29-38
  
- B. BUSINESS SERVICE MATTERS - Weston
  - (1) Approval of Temporary Easement - Pages 39-41
  
- C. HUMAN RESOURCE MATTERS- Nielsen
  - (1) Approval of New Employee - Page 42
  - (2) Acceptance of Resignations - Page 43
  - (3) Approval of Family/Medical Leave - Page 44
  - (4) Approval of Extended Leave of Absence - Page 45
  
- D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

3. **COMMITTEE REPORTS**

4. **BEFORE AND AFTER SCHOOL PROGRAM PROPOSAL:** Kovash  
Pages 46-49

Suggested Resolution: Move to approve the Before and After School Program proposal from the YMCA and the Youth Commission as presented.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Comments \_\_\_\_\_

**SCHOOL BOARD AGENDA - May 24, 2004**

**PAGE 7**

5. **FIRST READING OF POLICIES:** Nybladh

Pages 50-87

Conduct a first reading of policies: Student Activity Fees (542), Student Discipline (551), Credit for Learning of Minnesota Graduation Standards (Graduation Standards Implementation Policy E) (653), and Student Transportation Safety (721).

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

7. **ADJOURNMENT**

**SCHOOL BOARD AGENDA - May 24, 2004****PAGE 8****CALENDAR OF EVENT**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Retirement Reception for Dr. Betty Myers	May 25	3:30-5:30 pm	Hjemkomst
Technology Com	May 25	3:45 pm	Townsite Centre
Baccalaureate	May 26	7 pm	HS Auditorium
Activities Council	May 26	7 am	Board Room
RRALC Grad Luncheon	May 27	11:30 am	Marriott
Washington Staff Tea	May 27	3:30-5 pm	Washington
Washington Open House	May 27	5:30-7 pm	Washington
Memorial Day Holiday	May 31	No School	
 Celebrate Probstfield	 June 1	 5-7 pm	 Probstfield
Last Day for K-12 Students	June 2		
Last Day for K-12 Staff/Wkshps	June 4		
Graduation	June 6	2 pm	Concordia
School Board	June 14	7 pm	Board Room
EXCEL Summer School			
Elementary	June 22-July 22		SG Reinertsen
Secondary	June 22-July 22		High School
ESY Summer School	June 22-July 29		SG Reinertsen
Migrant School	June 21-July 22		SG Reinertsen
School Board	June 28	7 pm	Board Room
 School Board	 July 19	 7 pm	 Board Room
School Board Retreat	July 20	7 pm	Marriott
 School Board	 August 9	 7 pm	 Board Room
School Board	August 23	7 pm	Board Room

OFFICE OF TEACHING & LEARNING MEMO #: I.04.156



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash  
SUBJECT: Clay County Public Health Contract  
DATE: May 19, 2004

Attached is a contract with Clay County Public Health providing Moorhead Schools with nursing services. Moorhead Area Public Schools will be billed \$37.00 per hour spent by the public health nurse on school premises and consultation hours in the Providers office, up to a maximum of \$1850.00 per year or 50 hours. The cost of supplies shall be in addition to this amount.

**SUGGESTED RESOLUTION:** Move to approve the contract with Clay County Public Health providing Moorhead Schools with nursing services.

LAK/kmr  
Attachment

**AGREEMENT BETWEEN  
CLAY COUNTY PUBLIC HEALTH  
AND  
MOORHEAD SCHOOL DISTRICT**

MAY 10 2004

The Moorhead School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement for the period July 1, 2004 through June 30, 2005. These dates allow the school district to cover the fiscal year. Provider services will be requested starting two weeks prior to the first day of classes, throughout the school academic year and lasting two weeks after the last day of classes.

Whereas the Provider is a certified health care provider in Clay County and; Whereas the Provider has authorized the development of school health services and; Whereas the School wishes to purchase such services from the Provider; Now, therefore, in consideration of the mutual understandings and agreements set forth, the School and Provider agree as follows:

**I. PROVIDER RESPONSIBILITIES:**

1. Provide nursing services as a back-up in the School as requested.
2. Provide nursing consultation per phone or in person to the School as requested.
3. Assist with immunizations as requested by the school.
4. Assistance with communicable disease control as requested by the School.
5. The public health nurse shall provide the above services to the school district. The day of the week and the length of time spent in the school may vary according to the activity planned and requested by the school.

**II. SCHOOL RESPONSIBILITIES:**

The school shall appoint a health service aide in each building to assist the public health nurse. The aide shall at all times remain the employee and agent of the School. The School shall cooperate with all reasonable requests of the Provider in connection with the furnishings of the above service.

The School shall provide ample space for the public health nurse to care for students. The space shall be appropriate for the activity provided.

The School will give 48 hours (or more if possible) notice to Provider when services are needed to provide back-up for scheduled days off for the school nurse (e.g. for attendance at conferences, vacation days).

No person or persons shall on the ground of race, color, national origin, handicap, age, sex, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program service or benefit advocated, authorized, or provided by this Department.

III. STAFF:

The Provider shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the above mentioned services. The Provider shall notify the School if ever the Provider will be unable to provide the required quality or quantity of purchased services. Upon notification, School and Provider shall determine whether such inability will require a modification or cancellation of the contract.

IV. RECORDS:

1. Individual school health records will be maintained by the school health aide and kept on file in the School in accordance with school policy.
2. Necessary health forms will be provided by the School.
3. The School is responsible to comply with the Data Practices Act which includes notification of data collected, release of information and safeguarding the record.

V. COST OF SERVICES:

The School agrees to pay the Provider, upon receipt of the bill, \$37.00 per hour spent by the public health nurse on school premises and consultation hours in the Provider's office, up to a maximum of \$1,850.00 per year or 50 hours. The cost of supplies shall be in addition to this amount. The Provider will bill the School monthly specifying the dates and number of hours service was provided, and the amount being billed. The bill will be payable upon receipt.

VI. INDEMNIFICATION:

The School hereby agrees, to the extent permitted by law, to at all times indemnify provider against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorneys fees, and against all liability, losses, and damages of any nature whatever, that provider shall or may at any time sustain or be put to by reason of the performance by provider of its obligations under this agreement, with the exception of any claims, suits, actions, debts, damages, costs, charges, expenses, liability and/or negligence of the provider, its officers, employees and agents.

\_\_\_\_\_  
School Superintendent

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Chair, School Board

\_\_\_\_\_  
(date)

Kathy Anderson, Interim Director of Nurses. 4/30/04  
Director of Family Health, Clay County Public Health (date)

Kathy McKay, Interim Administrator 4-30-04  
Administrator, Clay County Public Health (date)

MAY 16 2004

## ADDENDUM TO AGREEMENT

This Addendum is effective on January 1, 2004, and amends and is made part of the Agreement by and between Clay County Public Health ("Agency") and Moynihan School District ("Business Associate") dated 4/30/04, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - (a) The disclosure is required by law; or
  - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
    - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
  - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

- (b) Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.
12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
  - (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
  - (c) If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
16. Return or Destruction of Health Information.
- (a) Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction

infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of January 1, 2004.

**AGENCY**

Signed: Kathy McKay  
Print Name: Kathy McKay  
Title: Interim Administrator  
Date: 4-30-04

**BUSINESS ASSOCIATE**

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Clay County Public Health Contract  
DATE: May 13, 2004

Attached is a contract with Clay County Public Health allowing Moorhead Area Public Schools to purchase early childhood screening services. The provider, Clay County Public Health will bill a third party payer for eligible children. For those children for whom third party payer reimbursement is not received, Moorhead Area Public Schools will be billed at \$35.00 per child.

**SUGGESTED RESOLUTION:** Move to approve the contract with Clay County Public Health allowing Moorhead Schools to purchase early childhood screening services.

LAK/kmr  
Attachment

MAY 10 2004

**PUBLIC HEALTH**

Adult and Family Health  
Clay County Detox  
Environmental Health  
Public Health Clinic Services  
Women, Infants and Children (WIC)

Suite 303 299-5220  
Suite 203 299-5171  
Suite 303 299-5220  
Suite 103A 299-7777  
Suite 103A 299-7777



May 7, 2004

Dr Larry Nyblad  
Moorhead Public Schools  
810 4<sup>th</sup> Ave S  
Moorhead, MN 56560

Dr. Nyblad,

I am enclosing the ECS and School Nursing Contracts for the school year 2004-2005. Please review and sign, then return to Clay County Public Health in the enclosed envelope. Please sign the Business Associate Addendum for each contract as well.

Once fully executed, a copy will be sent to you for your records. If you have any questions, please direct them to Kathy McKay, Interim Administrator at 299-7186.

Sincerely,

Nancy J Stensgard  
Administration & Finance Division

AGREEMENT BETWEEN  
CLAY COUNTY PUBLIC HEALTH  
AND  
MOORHEAD SCHOOL DISTRICT

MAY 10 2004

The Moorhead School District, hereinafter referred to as the "School" and Clay County Public Health, Moorhead, Minnesota hereinafter referred to as the "Provider" enter into this agreement.

Whereas the Provider is a certified health care provider in Clay County and; Whereas the Provider has authorized the development of early childhood screening (ECS) services and; Whereas the School wishes to purchase such services from the Provider; Now, therefore, in consideration of the mutual understandings and agreements set forth, the School and Provider agree as follows:

I. PROVIDER RESPONSIBILITIES:

1. Assist with mailings to families in the school district with children 3 1/2 to 5 years of age.
2. Perform the ECS required components of:
  - \*Growth: height and weight
  - \*Immunization review/referral
  - \*Hearing screening
  - \*Vision screening
  - \*Developmental screeningThe components provided will be for screening purposes only and do not include diagnosis or treatment.
3. Provide computer printout for state report and assist with completion.
4. Provide supplies and equipment necessary to complete the components.

II. SCHOOL RESPONSIBILITIES

1. Send mailings to families in the school district with children 3 1/2 to 5 years of age.
2. Provide appropriate space to complete the components of ECS.
3. Provide the Summary interview with those families participating in the screening process, as well as Referral and Follow-up.
4. Prepare and submit annual report to Minnesota Department of Children, Families, and Learning by August 15th of each year.
5. No person or persons shall, on the ground of race, color, national origin, handicap, age, sex, or religion, be excluded from participation in, be denied benefits of, or be

otherwise subjected to discrimination under any program service or benefit advocated, authorized, or provided by this Department.

### III. STAFF:

The Provider shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the above mentioned services. The Provider shall notify the School if ever the Provider will be unable to provide the required quality or quantity of purchased services. Upon notification, School and Provider shall determine whether such inability will require a modification or cancellation of the contract.

### IV. RECORDS:

1. Screening results will be submitted to the school district. Individual school health records will be maintained and kept on file in the School in accordance with school policy.
2. When rescreening by the Provider is required, the records will be kept with Provider until rescreening is completed. Upon completion, they will be sent to the school district.
3. Information exchanged will be done in compliance with the Data Privacy Act which includes notification of data collected, release of information, and safeguarding the record.
4. Computer runs of ECS will be sent to the school district.
5. When the Provider does a complete Child and Teen Checkup and the parent wants it used as an ECS, the ECS paperwork will be sent to the school district.

### V. COST OF SERVICES:

1. Provider will bill third party payer for eligible children.
2. For those children for whom third party payer reimbursement is not received, the School will be billed at \$35.00 per child.
3. The School agrees to pay the Provider, upon receipt of the bill, \$35.00 per child. The Provider will bill the School monthly specifying the dates and number of children screened and the amount being billed. The bill will be payable upon receipt.

VI. TERMS OF AGREEMENT:

This agreement shall be effective July 1, 2004 and shall be in effect until June 30, 2005. This agreement may be canceled by the School or Provider at any time, with or without cause, upon thirty (30) days written notice to the other party and subject to approval by the Clay County Board of Commissioners.

It is understood and agreed upon that the entire agreement of the parties is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

In conformity with Minnesota Statutes (16.095), the books, records, documents, and accounting procedures and practices of the contractors are subject to examination by the departments, and either the legislative auditor or the state auditor as appropriate.

Any amendments to this contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of this agreement.

VII. INDEMNIFICATION:

The School hereby agrees, to the extent permitted by law, to at all times indemnify provider against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorneys fees, and against all liability, losses, and damages of any nature whatever, that provider shall or may at any time sustain or be put to by reason of the performance by provider of its obligations under this agreement, with the exception of any claims, suits, actions, debts, damages, costs, charges, expenses, liability and/or losses arising out of or caused by the bad faith or misconduct, and/or negligence of the provider, its officers, employees and agents.

\_\_\_\_\_  
School Superintendent (date)

\_\_\_\_\_  
Chair, School Board (date)

Kathy Anderson, Interim Director of Nurses 4/30/04  
Director of Family Health, Clay County Public Health (date)

Kathy McKay, Interim Administrator 4-30-04  
Administrator, Clay County Public Health (date)

## ADDENDUM TO AGREEMENT

This Addendum is effective on January 1, 2004, and amends and is made part of the Agreement by and between Clay County Public Health ("Agency") and Moorhead School District ("Business Associate") dated 4-30-04, ("Agreement").

Agency and Business Associate agree to modify the Agreement, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
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3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of Agency, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Agency. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Agency's health information privacy and security policies and procedures.
4. Business Associate's Operations. Business Associate may use PHI it creates or receives for or from Agency only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - (a) The disclosure is required by law; or
  - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
    - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
    - (ii) Notify Business Associate (who shall in turn promptly notify Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. PHI Safeguards. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosures of any PHI received from or on behalf of Agency.
6. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
7. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Agency, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Agency that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
8. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Agency to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.
9. Access to PHI. Business Associate shall provide access, at the request of Agency, to PHI in a Designated Record Set, to Agency or, as directed by Agency, to an Individual in order to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable State law. Business Associate shall provide access in the time and manner set forth in Agency's health information privacy and security policies and procedures.
10. Amending PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Agency directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Agency or an Individual, and in the time and manner set forth in Agency's health information privacy and security policies and procedures.
11. Accounting of Disclosures of PHI.
  - (a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

- (b) Business Associate agrees to provide Agency or an Individual, in time and manner set forth in Agency's health information privacy and security policies and procedures, information collected in accordance with Section 11(a) above, to permit Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

12. Access to Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Agency available to Agency and to DHHS or its designee for the purpose of determining Agency's compliance with the Privacy Rule.
13. Reporting. Business Associate shall report to Agency any use or disclosure of PHI not authorized by the Agreement or in writing by Agency. Business Associate shall make the report to Agency's Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Agency's Privacy Official.
14. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
15. Termination for Cause. Upon Agency's knowledge of a material breach by Business Associate, Agency shall:
  - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate if Business Associate does not cure the breach or end the violation within the time specified by Agency.
  - (b) Immediately terminate the Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.
  - (c) If neither termination nor cure is feasible, Agency shall report the violation to the Secretary.
16. Return or Destruction of Health Information.
  - (a) Except as provided in Section 16(b) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Agency notification of the conditions that make return or destruction

infeasible. Upon verification by Agency that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

17. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of January 1, 2004.

**AGENCY**

Signed: Kathy McKay  
Print Name: Kathy McKay  
Title: Interim Administrator  
Date: 4-30-04

**BUSINESS ASSOCIATE**

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

OFFICE OF TEACHING & LEARNING MEMO #: I.04.155



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Excel Summer Program  
DATE: May 18, 2004

Attached is the K-6 2004 Excel Summer Term Program budgetary information and staffing teaching assignments which will be made contingent on enrollment numbers. The session will operate within an 18 day summer school structure and be directed by Sarah King. All classes will be held at SG Reinertsen. All curriculum has been aligned with the Reading/Language Arts and Mathematics Minnesota Academic Standards. This program will be funded through Title 1 and Transition funding generated by student enrollment.

**SUGGESTED RESOLUTION:** Move to approve the Excel Summer Term as described and hiring of teaching staff contingent upon enrollment

LAK/kmr  
Attachment

**EXCEL Summer 2004  
Program Budget and Staff Information**

EXCEL Summer 2004 begins June 22 and runs through July 22, four days per week, Monday, Tuesday, Wednesday, and Thursday except for the first week and the week of the 4th of July when EXCEL runs Tuesday through Thursday. Children will be bussed to S.G. Reinertson with a start time of 8:00 and end time of 12:00. Breakfast will be offered to all children.

EXCEL Summer 2004 brochures were given to families of children completing grades K-6 who received support services throughout the school year such as, Title I, ESL or Targeted Services. Courses, described in the brochure, were created by 30+ teachers to accelerate basic reading, writing and math skills through high-interest content. A potential of 6 paraprofessionals will be hired to support learners in the classroom. Two site managers will provide day-to-day support of the children and teachers. Classes will be offered and teachers and paraprofessionals hired dependent upon total enrollment.

The EXCEL and Migrant Summer programs are collaborating in expanded ways this summer, from sharing curriculum, to combining classes. Combined resources enable the program to support expanded bussing options, breakfast, extended day options for Migrant and ESL students, media center program, physical education & music instruction for all students.

In total, the estimated costs of the EXCEL Summer Program are expected to be the following:

Staff - Targeted Services	\$ 84,651
Staff - Title I	\$ 30,583
Materials/Supplies, Title I	\$ 700
Transportation, Migrant	\$18,000
Migrant School Year	\$13,320
<b>Total Dollars</b>	<b>\$147,104</b>

**EXCEL Summer School Staff**

Diana Johnson - Teacher  
 Jan Klungtvedt - Teacher  
 Patricia Haugen - Teacher  
 Sally Doran - Teacher  
 Nancy Oster - Teacher  
 Michelle Kaspari - Teacher  
 Sayra Crary - Teacher  
 Christen Rich - Teacher  
 Diana Cobbs - Teacher  
 Monica Olivares - Teacher  
 Carrie Lawrence - Teacher  
 Emily Nerland - Teacher  
 Stacy Swanson - Teacher  
 Lori Woods - Teacher  
 Sayra Crary - Teacher  
 Becky Wolford - Teacher  
 Linda Landgraf - Teacher  
 Chad Durand - Teacher  
 Diane Johnson - Teacher  
 Michael Dahlberg - Teacher  
 Shannon Dahlberg - Teacher  
 Paul Larson - Teacher  
 Beth Ustanko - Teacher  
 Cheri Puetz - Teacher  
 Jamie York - Teacher  
 Brenda Krueger - Teacher  
 Rochelle Walswick - Teacher  
 Janelle Halverson - Teacher  
 Michelle Sailer - Teacher  
 Palma Wright - Teacher  
 Tracy Boehm - Teacher  
 Trenton Leitheiser - Teacher  
 Mindi Jenson - Teacher  
 Joan Degerness - Teacher

Cheryl Keenen - EXCEL Site Manager  
 Scott Matheson - Migrant Site Manager

Peggy Emmel - Paraprofessional  
 Lisa Denny - Paraprofessional  
 JoAnn Helmstetter - Paraprofessional  
 Gail Ferguson - Paraprofessional  
 TBD - Paraprofessional  
 TBD - Paraprofessional

OFFICE OF TEACHING & LEARNING MEMO #: I.04.152



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Special Education Extended School Year Program  
DATE: May 13, 2004

Attached is the 2004 Special Education Extended School Year Program and budgetary information as well as a list of teaching staff to be employed. The various programs will be located at SG Reinertsen.

**SUGGESTED RESOLUTION:** Move to approve the Special Education Extended School Year program as presented:

LAK/kmr  
Attachment

**Extended School Year 2003**  
**Program Budget and Staff Information**

Extended School Year for the 2004 summer will run from 8:00 am to 12:00 pm. Programming will be provided in a 6 week program and will run 3 days a week (Tuesday, Wednesday, and Thursday). Teachers will have one 4-hour prep day on Monday, June 21, 2004. Extended School Year will be in session two weeks in June (22,29) and 4 weeks in July (5,12,19,26). There will be 26.5 teachers employed with a total salary of \$75,041.64, plus benefits of \$9,492.77. The hourly wage per teacher will be \$ 37.26. There will be 43 paraprofessionals employed. They will work four and a half hours a day. Paraprofessionals are paid at their contract rate or the district sub rate if not employed as a paraprofessional with the district. Total salary for the paraprofessionals is \$40,506.48, plus benefits of \$5,124.07. ESY instructional materials budget is \$1,236.00. Total Program budget is \$131,400.96 with sixty-eight percent (68%) of special education salaries reimbursed from the state on EDRS.

**ESY TEACHERS**

Tengesdal, Betsy  
Feir, Carol  
Johnson, Dale  
Bartholomay, Deb  
Enderle, Jon  
Ammerman, Kristi  
Thordal, Katie  
Johnson, Marti  
Vorachek, Vicki  
Buysse, Lowell

Plankers, MariBeth  
Speich, Sue  
Hagen, Katherine  
Anderson, Kevin  
Kapitan, Jim (PT)  
Fisher, Heidi (PT)  
Drechsel, Ron  
Hanson, Maggie (PT)  
Vigessa, Vicki (COTA)

Rice, Stephanie (COTA)  
Anderson, Carol  
Holtz, Jane  
Vigen, Nancy  
Frey, Deb (PT)  
Kostreba, Judy  
To be filled  
Lester, Amy  
Keeping, Stacy

**ESY PARAPROFESSIONALS**

Lindner, Amber  
Lindblad, Ashley  
Skjefte, Barb  
Miller, Bonitta  
Port, Brenda  
Boerner, Carol  
Sellent, Carol  
Parker, Char  
Raab, Christina  
Adkins, Edna  
Olson, Elizabeth  
Ferguson, Gail  
Whiteford, Gena  
Nelson, Gretta  
Dombeck, Irene

Hennen, Jane  
Salos, Jeanette  
Philpot, Jodi  
Escobedo, Juanita  
Gress-Jorgenson, Kathy  
Sayler, Kathy  
Pederson, Linda  
Dockter, Lonnie  
Alverson, Loree  
Fisher, Maureen  
Hurley, Melissa  
Ramirez, Monica  
Anderson, Nicole  
Sherod, Regina (interpreter)  
To be filled

Noon, Patricia  
Olson, Patty  
Emmel, Peggy  
Wavra, Pat  
Stoddard, Rhonda  
Vargas, Rose  
Edgerton, Ruth  
Parker, Ryan  
Lattimore, Sue  
Krupich, Tammy  
Hanson, Tiffany  
Skaurud, Tracie  
Watemo, Treva  
Hausauer, Wendy

OFFICE OF TEACHING & LEARNING MEMO #: I.04.153



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Summer Migrant Education Program Grant  
DATE: May 18, 2004

Enclosed is the District's approved 2004 Summer Migrant Education Program Grant application. Initial funding requested is \$ 61,321.58. The summer day Migrant program will run Monday through Thursday 8:00-4:00, June 21, 2004 - July 22, 2004 at SG Reinertsen. The summer evening Migrant program will run 6:00-9:00p.m. Monday, Tuesday and Thursday June 23, 2004 -July 21, 2004.

**SUGGESTED RESOLUTION:** Move to approve the Summer Migrant Education Program Grant as presented.

LAK/kmr  
Attachment

GENERAL INFORMATION: Please send the signed original and two copies to the above address no later than March 5, 2004.  
Upon request, this application can be made available in alternative formats including Braille, audiotape, and large print.

UNIFORM DISTRICT IDENTIFICATION INFORMATION

District Name <b>MOORHEAD SCHOOLS</b>				District Number <b>152</b>	
LEA Representative <b>LYNNE KOVASH</b>		Title Assistant Superintendent		E-Mail Address <b>lkovash@moorhead.k12.mn.us</b>	
Address (Mailing) <b>810 4th Ave South - Townsite Center</b>		City <b>Moorhead</b>		State <b>MN</b>	
				Zip Code <b>56560</b>	
Name of Contact Person <b>Scott Matheson</b>		Title <b>Director</b>		Telephone Number <b>(218) 284-6312</b>	
				FAX Number <b>(218) 284-6333</b>	
Address (Mailing) <b>910 11th St N Robert Asp School</b>		City <b>Moorhead</b>		State <b>MN</b>	
		Zip Code <b>56560</b>		E-Mail Address <b>smatheson@moorhead.k12.mn.us</b>	

APPLICATION INFORMATION SUMMARY

CHECK ONE:	FUNDS REQUESTED	PROJECT DURATION
<input checked="" type="checkbox"/> Initial Application	Day Program \$ <u>56,551.20</u>	Beginning Date of Project: <b>6-21-04</b>
<input type="checkbox"/> Addendum to Project Application (prior to 6/1/04)	Evening Program \$ <u>4,770.38</u>	Ending Date of Project: <b>7-22-04</b>
	Total: \$ <u>61,321.58</u>	

1. DAY PROGRAM: ☒ Yes ☐ No

Start Date: 6-21-04 End Date: 7-22-04

Daily Start Time: 8:00 a.m. Daily End Time: 4:00 p.m.

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☐ Friday

2. EVENING PROGRAM: ☒ Yes ☐ No

Start Date: 6-23-04 End Date: 7-21-04

Daily Start Time: 6:00 p.m. Daily End Time: 9:00 p.m.

☒ Monday ☒ Tuesday ☐ Wednesday ☒ Thursday ☐ Friday

LOCAL BOARD OF EDUCATION ACTION

The Local Board of Education ISO #152 (district name) has authorized  
Scott Matheson (person's name) at a monthly meeting held 3-8-04  
to act as the LEA Representative in filling this application for funds as provided under Public Law 107-110 for the 2003-2004 School  
Year. The LEA Representative will ensure that the school district maintains compliance with the appropriate Federal statutes, regulations,  
and State procedures currently in effect and will act as the responsible authority in all matters relating to the administration of this  
application.

Lyne Kovash

Signature of LEA Representative

3/5/04

Date

DO NOT WRITE IN SPACE BELOW

FINAL REVIEW/APPROVAL

Area Director Signature <u>James E. Bouchon</u>	Area #	Date <u>5-4-04</u>
Final Approval Signature <u>Patricia King</u>		Date <u>5/4/04</u>
Comments:		

The summer program comprehensive needs assessment must include the following components:

1. Estimates of Migratory Children,
2. Program Data Collection
3. Individual Student Needs Assessment Data
4. Priority of Service Form

You will be asked to design and implement your summer program based on the following four data components of the needs assessment. As you gather and select information on the "children most in need," you are required to use the Priority of Service form to determine services for the migrant children you plan to serve.

### 1. ESTIMATES OF MIGRATORY CHILDREN

Complete the chart by age, provide estimates of the number of eligible migratory children residing (or expecting to reside) in your district or area during the project period. Also provide the number of these children expected to be served. Count all migrant children even if services are not provided.

#### STUDENT AGES

Eligible Children	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Total
Expected To Reside	7	15	11	14	14	15	25	12	15	16	12	12	7	8	10	5	5						203
Expected To Be Served	5	13	10	12	14	13	23	11	13	14	11	11	6	7	9	5	5						182

NOTE: Certificate of Eligibility must be completed for each family in the project area and forwarded to the assigned Regional Data Entry office according to the process required by the MN Migrant Education Program. Student Withdrawal forms must also be completed by the conclusion of the program.

Indicate how the above estimates were formulated. (Check all that apply.)

- ☒ Enrollment records from previous year(s)
- ☒ Identification of agribusiness and their projected labor needs
- ☒ Information from agencies serving migrant families
- ☒ Advance notification from home base schools
- ☐ Other (specify):

### 2. PROGRAM DATA COLLECTION

Please refer to the following checklist to identify the areas of information you have gathered for your needs assessment. In planning for summer 2004, you may use trend data from previous summer programs. Check the following data you have gathered and will be gathering to analyze and plan your summer migrant program. (Please have your data items available for your summer MEP visit from our office.)

- ☒ A list or directory of Agribusiness in the district
- ☐ Agribusiness trend analysis in the district
- ☒ Migrant housing directory or housing location in the district

#### Migrant family and trend information:

- ☒ School home-base information
- ☒ Language spoken in the home )
- ☒ Educational attainment of parents)
- ☒ Language proficiency of parents
- ☒ Access to transportation
- ☒ Level of parent involvement
- ☐ Other family factors demonstrating high education needs; please list:
- ☒ Mobility (number of recent moves)
- ☒ Family income
- ☒ Family conditions (e.g., abuse, neglect, foster care, married teen, guardian, lack of food, shelter, clothing, etc.)
- ☒ Health indicators (e.g., medical/dental screening, immunizations, TB test, hepatitis, primary health care, recent physical exam)

**3. INDIVIDUAL STUDENT ACADEMIC NEEDS ASSESSMENT**

Check the items on this list that you will use to determine individual student academic needs that describe your individual student academic assessment process on page 7.

- ☒ State assessment scores
- ☒ Standardized test scores
- ☐ Norm references test scores
- ☐ Criterion references test scores
- ☒ Language proficiency ratings (English and Primary Language other than English)
- ☒ Teacher surveys of Basic Skills
- ☐ STAR assessments
- ☒ Course pre-assessments
- ☒ Other assessments, identify: Developmental Reading Assessment ) 1,2,3 Qualitative Reading  
Dynamic Indications of Early Literary Skillsa) Inventory 4,5,6,7(QRI

**Other Academic Progress Indicators:**

- ☐ Age-grade discrepancy
- ☒ Grade retention
- ☒ Number of failed courses
- ☒ Attendance records
- ☐ Age-grade discrepancy
- ☐ Grade retention
- ☐ Number of failed courses
- ☐ Attendance records
- ☒ Last grade completed
- ☐ Drop-out status
- ☒ Number of school interruptions
- ☒ Credits accrued for graduation
- ☒ Required state benchmark tests

**Student Personal Characteristics:**

- ☒ Self-concept rating
- ☐ Social behavior assessment
- ☒ Career goals
- ☐ Legal problems
- ☐ Self-esteem rating
- ☐ Education goals
- ☒ Library use
- ☒ Special talents/strengths
- ☐ Attitudes/behavior scales
- ☐ Hours of employment
- ☒ Social/counseling needs

## **Migrant Education Program Needs Assessment Statements**

### **Program Model:**

**1. Describe your comprehensive needs assessment process.** Through the Title One grant(part C), Moorhead's school district employs two home school liaison's year round. The workers help migrant families transition as they seek agricultural-related labor; they initiate contact, help with school enrollment, fill out COE's and maintain a close relationship with migrant families moving in and out of the district. The Moorhead Summer Program also works closely with Tri-Valley Opportunity Council and their year round efforts in identifying families in Texas who plan on returning to the area each summer. In addition, two family service workers, in conjunction with the regional coordinator, aggressively recruit during the farm season.

Once identified and enrolled, teachers will utilize screening instruments and to further assess the academic needs of each student. A pre and post test measure will be given, using the Developmental Reading Assessment(DRA) and the Dynamic Indicators of Early Literacy Skills(Dibels) for grades 1-3. Students going into grades 4-7 will be given the Qualitative Reading Inventory(QRI).

For students who have settled in Moorhead but are still eligible with the 36 month window, pre assessment from spring data collection will be used to determine needs. For students who enroll having no spring data, a pre-assessment will be done along with a post assessment.

A pilot math assessment will be used for all students at each grade level, for all courses having a math component.

**2. Based on the results of the needs assessment, identify the summer MEP program model your district intends to implement.**

To best accommodate the academic, social and emotional needs of our Migrant population, our program will run for five weeks, Monday through Thursday, from 8:00 a.m to 4:00 p.m, beginning June 21st and running through July 22nd. Migrant School will target basic skill deficiencies in reading and math, with each morning devoted to improving student academic performance.

Students are placed in grade/age appropriate classrooms, and teachers utilize best practices for instructional practice. Each classroom has a bilingual para to help students with limited english proficiency. In addition, teachers utilize the MMERC center for supplemental reading materials and state sponsored math manipulatives and curriculum are used.

**Student Academic Needs:**

**Based on the needs assessment, please describe the academic needs of your MEP students and services that your program intends to provide.**

Upon entering the classroom, students are given an individual screening inventory (DRA&DIBELS) ascertaining their present reading ability. Teachers, utilizing best practices, devote an extended period each morning to reinforcing basic skills in the areas of reading and math. Performance goals are written into the grant and addressed by each classroom teacher. Attendance is strongly encouraged and student progress is measured and charted daily with a post evaluation given upon withdrawal for the summer. This post test evaluation is forwarded back to the state department before being sent to the appropriate school district along with a summer report card/withdrawal form.

# PART III. SUMMER MIGRANT EDUCATION PROGRAM NARRATIVE

ED-00343-15

Page 9

Please describe the activities and use of funds as completely as possible in this section. Programming, services, activities and funding is to be based on the results of the Needs Assessment and Performance Goals completed in Part I of this application.

Please provide concise and complete answers to each of the following questions. Information may be bulleted or listed. Omission or incomplete information for any section will delay the approval process.

## Section A: Extent of Need (based on the results of the Needs Assessment in Part I)

1. Provide an overview of the type of program you are requesting (day, evening or both) and how this program will meet the needs of the identified Migrant students.
2. Describe trends your district has witnessed regarding the Migrant population your summer program has served over the past 5 years. (Include information on moving patterns, settling-out, language needs, academic needs, or other unique needs.)
3. Describe the agricultural industry needs in your area that draw migratory workers.
4. Describe the needs of Migrant families in your geographical area during the early spring, summer and early fall:
  - a. Home-base information
  - b. Language needs
  - c. Mobility
  - d. Shelter/housing
  - e. Health needs
  - f. Other needs of the families

SEE ATTACHED SHEET

5. Describe how this summer program will support identification and recruitment of Migrant students and families. Also, please describe how your program intends to collaborate with Tri-Valley Head Start.
6. Describe how your program will coordinate and collaborate with existing summer programs in your district (Title I, ESL, Targeted Services, etc.).

## Section B: Programs and Activities (Based on Performance Targets - Part II)

Using the format provided below, describe each activity to be developed, implemented and administered. Each activity is to be aligned with the performance targets set in Part II. Keep in mind that all Migrant students needs are to be addressed and the proposed academic programs are to be based on high standards and expectations.

### EACH PROPOSED ACTIVITY LISTED MUST BE THOROUGHLY ADDRESSED FOR CONSIDERATION.

1. Describe each activity or program you plan to initiate in order to attain each of your Performance Targets. This section is inclusive of all program operations. (i.e., staffing, meals, transportation, ID & R, communication, assessment, etc.)
2. Justify why you determined this activity or program is necessary and how it will support the attainment of the Performance Target.
3. Describe how the effectiveness of the activity or program will be evaluated.
4. Describe the requested budget and justify how it supports the activity or program for each Performance Target.

Performance Target 1.1.1 (page 8)	All migrant students attending 14 or more days during the summer will show reading gains as shown in post-test DRA and QRI results.		
List Activity(ies)	Procurement of distribution of inventories, teacher in service, hiring of classroom teachers, order MMERC materials, teacher supplies & consumables, scheduled instructional time.		
Activity Justification	Teacher agreement to obtain and record reading achievement, pre-test with DRA & QRI, individualized time with students, instructional techniques, incentives, RIF		
Evaluation	Pre and post-test using DRA & QRI, recorded data, student withdrawal forms.		
Budget Justification	Object Code	Item Description	Total
	140	7 teachers - 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th Phy Ed - 20 days - 8 hrs a day @ \$24.44 (195.52) = 3,910.40	\$ 27,372.80
	140	1/2 ESL 4hrs (69.76) 1/2 Music 4 hrs (97.760) = 3,910.40	\$ 3,910.40
	141	4 para's - 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th - 19 days - 8 hrs a day @ 12.00 (96.00) = 1,824.00	\$ 7,296.00
	200	Fringe - FICA (7.78), PERA (5.18), TRA (6.64)	\$ 8,000.00
		Subtotal for Activity	\$ 46,579.20

**Part 3****Summer Migrant Education Program Narrative****Section A: Extent of Need (based on Need Assessment in Part 1)**

**1. Overview:** Moorhead's summer migrant delivery model has been altered for the summer of 2004 in an effort to fully intertwine the district's title one summer school program with what has traditionally been offered to migrant students and their families. Using the Excell Title One umbrella, migrant school will be incorporated and promoted as an extended day option, Monday through Thursday, from 8:00 a.m. to 4:00 p.m. All migrant students, along with ESL students, and those determined to be most at risk, will be enrolled in the full day option, with the morning concentrated for reading and math instruction, and the afternoons devoted to developing the physical, social and emotional needs of students. To make this approach as seamless as possible, migrant school will run concurrently with Excell, from June 21st to July 22nd.

Because a large percentage of migrant children show a deficit skill level in reading and math due to the transient nature of family labor, teachers will devote the morning time period to skill enhancement in those targeted areas. The afternoons are designed to enrich a students learning through physical education, music, art and electives. As has been stated, a pre and post assessment will be given to students as they enter and leave the program.

Migrant night school will also be offered for secondary students, grades 9-12, who want to work toward earning high school credit in the areas of reading, math and social studies. Night school will run from 6:00 to 9:00 three days a week, for a total of 15 days.

**2. Trends:** Over the past five years, our district and region of the state has seen a steady decline in the number of families moving in to do seasonal farm labor or hoe beets during the summer. Families continue to come from the southern tip of Texas, usually arriving mid June and staying until end of August, and later into the fall for those who help with sugar beet processing. Many families have settled out over the years, some residing in the Moorhead area. Even so, families continue to be transient and often make trips in and out of the state, making them eligible under the 36 month window. Language use is primarily english, particularly with students, but a large percentage of parents speak primarily spanish. Moving frequently, migrant students often experience gaps in their learning because of the transient nature of their families, often showing a grade equivalent lag in their instructional level.

**3. Agricultural Industry:** The primary need in our area is for hoeing sugar beets, processing of sugar beets, and for farm related labor. Many of the families coming up each summer have worked generationally for the same farmer.

**4. Migrant Family Needs:** With parents primarily spanish speaking, migrant families need translators at various agencies to help them get established when arriving. One of the most difficult areas in Moorhead is the lack of housing, the background check required, or a long term rental agreement required by many owners, something most of our families cannot commit to.

Children often have extensive need of dental work, and many require assistance for food and clothing.

**5. Identification of Migrant students and families:** As has been stated, Moorhead School District has employed two year round home school liaison's whose primary purpose is to initiate contact, provide support, assist with enrollment and withdrawal, translate when needed and act as advocates for families and their children. In addition, during the summer, the Moorhead site works closely with Tri-Valley, using their family service workers to help in recruitment and enrollment of families as they arrive. We also consult with the regional coordinator and identify pockets of migrant families that need assistance in getting registered for school.

**6. Coordination and Collaboration:** As stated, all of Moorhead's summer programs are being offered to students and families at one location, this year at the new Reinertson Elementary Building. Title One and Migrant School will be under the Excel Title One umbrella, listed in a summer brochure that is distributed to all families as they consider summer options for their children.

Students who qualify for Migrant School will be enrolled in the extended day program, along with ESL students and those determined to be most at-risk of academic failure. In addition, coursework offered in migrant school will mirror that offered through Excell, an intensive summer session designed to assist student with academic and social learning.

In combination with Targeted Services, Title 1, Moorhead Area Public Schools has committed resources for summer academic support for children who are "at-risk" of not meeting state standards. Basic academic needs will be addressed by all programs, with the emphasis in the areas of reading, math and writing, and pre-post assessment data will be measured. Course descriptions for Excell morning and extended day will be given out to parents during spring teacher conferences, and to families as they enter into the district in the spring and summer.

Classroom configuration will reflect the integration of programs, with no separate area devoted strictly to migrant school. Rather, all grade levels will be housed together, and collaboration among teachers and mingling of students will be strongly encouraged. Teachers at each grade level will share instructional units and thematic instruction, offering experiential learning opportunities for all students. Physical education will also be offered to all students.

Assessment protocol, pre and post testing will be standardized in this seamless approach, with all children, whether Title One, Migrant, or ESL given the same instrument, with results individualized for each student's instruction. The DRA and Dibels reading inventory will be used for students in grades 1-3, and the QRI for students in grades 4-7. A math pilot program is being developed for assessment, with a future target of using the a placement test for immediate identification of basic fact deficiencies. Students will also have access to the library and to computers to further enhance their learning.

The Targeted Services requirement of addressing the academic, social and emotional needs of students is offered through the extended day portion of Excell (Migrant / ESL / At-risk).

**PART III. SUMMER MIGRANT EDUCATION PROGRAM NARRATIVE**  
(Continued)

ED-00343-15  
Page 11

Performance Target 5.2.1 (page 8)	50% of secondary students in grades 9-12 attending the night school program will earn at least .5 high school credit in English, Math or Social Studies.		
List Activity(ies)	Hiring night schoolstaff, arranging transportation, recruiting students to attend.		
Activity Justification	Teacher prep, aligned with Texas Standards, VTEP materials.		
Evaluation	Completed course work nightly attendance, progress reported on withdrawal program.		
Budget Justification	Object Code	Item Description	Total
	140	1 Resource - Social Studies = @ $85.54 \times 17 \text{ days} =$	\$ 1,454.13
	140	2 secondary teachers - 3.5 hrs @ 24.44 = 85.54; 15 days @ 85.54 = 1,283.10	\$ 2,566.20
	200	Fringe	\$ 750.00
			\$
			\$
		Subtotal for Activity	\$ 4,770.38

General program expenditures to support performance targets; i.e., 5% managerial, clerical, transportation, etc.			
Budget Justification	Object Code	Item Description	Total
	433	Instructional supplies & Materials (shared with Excell)	\$ 2,000.00
	369	Field trips/swimming	\$ 1,500.00
	350	Repairs and maintenance	\$ 1,000.00
	170	1 custodian - 23 days - 13.00 hr (2,392.00) 1 clerical - 20 days - 13.00 hr (2,080.00)	\$ 4,472.00
	398	Chargeback - Phone printing	\$ 500.00
	305	Laundry	\$ 500.00
		Subtotal for Activity	\$ 9,972.00

**BUSINESS SERVICES MEMO #:** B.04.057



MAY 11 2004

To: Dr. Larry P. Nybladh

From: Mark Weston *MLW*

Date: May 11, 2004

RE: Temporary Easement

Attached please find a temporary easement with Moorhead Public Service regarding a ten (10) foot wide easement at S.G. Reinertsen Elementary School. This is a common request and I am recommending board approval regarding the request. Please contact me should you have further questions.

Suggested Resolution: Move to approve the Temporary Easement at S. G. Reinertsen Elementary School as presented.

MLW/dmh

Attachment

## ELECTRIC UTILITY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Independent School District No. 152, grantor, and Moorhead Public Service, a public utility of the City of Moorhead, a municipal corporation and political subdivision of the State of Minnesota,

**WITNESSETH:**

That grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Moorhead a permanent and perpetual utility easement for the construction, installation, maintenance, repair and replacement of electrical lines, telecommunications lines and related equipment on, under, or over the following property located in Lot 1, Block 1, South Elementary School Addition to the City of Moorhead, Clay County, Minnesota, described as follows:

**A ten (10) foot wide easement immediately adjacent to and south of 40th Avenue South as shown on the attached Exhibit. The easement extends from the east right-of-way of Minnesota Trunk Highway No. 75 to the west right-of-way of 14th Street South.**

This Easement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

**Independent School District No. 152  
By: Kristine A. Thompson  
Its School Board Chair**

**Independent School District No. 152  
By: Carol A. Ladwig  
Its School Board Clerk**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public within and for said County and State, personally appeared Kristine A. Thompson, and Carol A. Ladwig, known to me to be the School Board Chair and School Board Clerk, respectively, of Independent School District No. 152, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf on behalf of Independent School District No. 152.

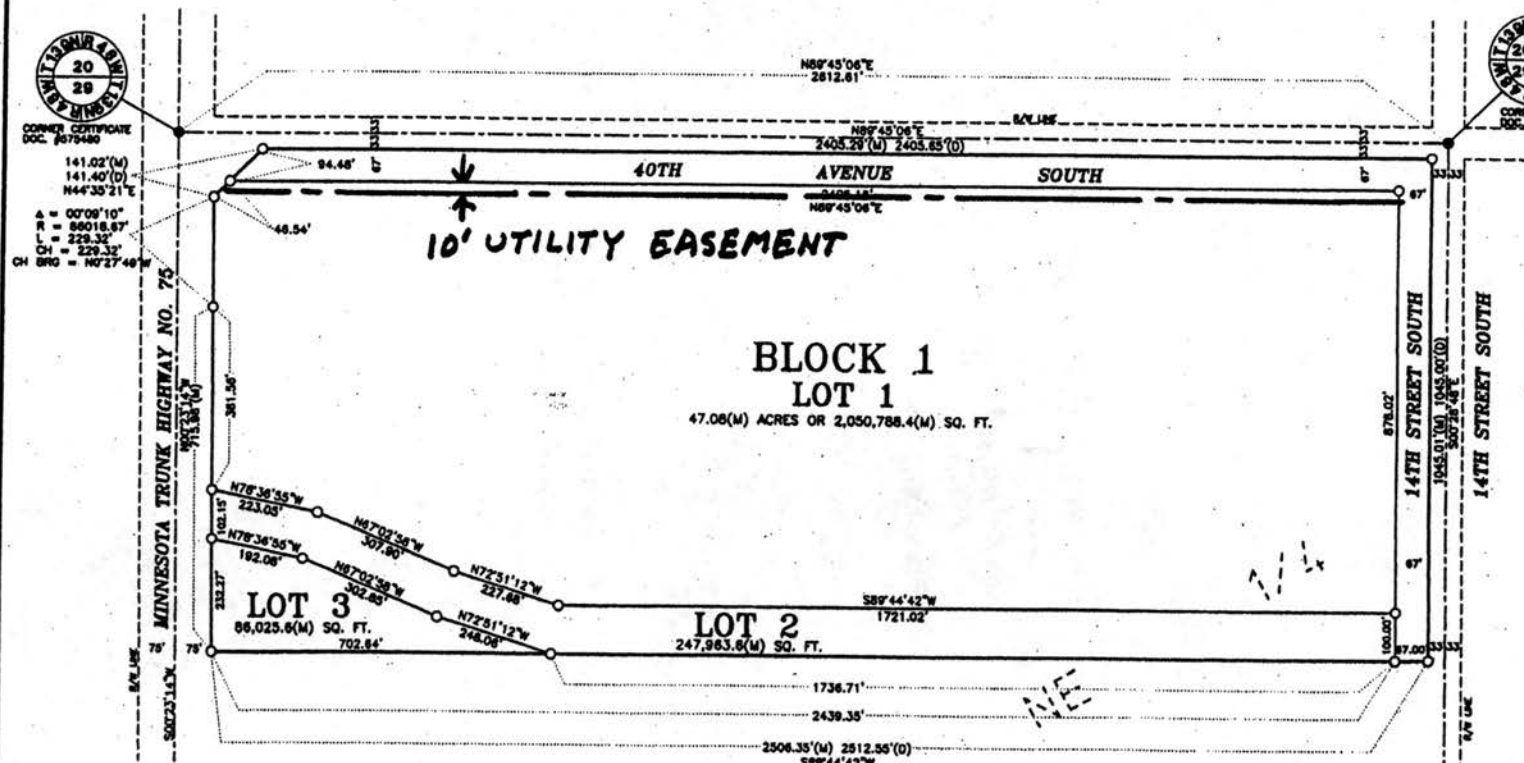
**Notary Public**

(seal)

**This instrument was prepared by:**  
**City of Moorhead/Moorhead Public Service**  
**P. O. Box 779**  
**Moorhead, Minnesota 56561-0779**

*SOUTH ELEMENTARY SCHOOL*

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 29, T.139N., R.10E., S.10W.,  
TO THE CITY OF MOORHEAD, MINNESOTA



10 FOOT UTILITY EASEMENT  
MOORHEAD PUBLIC SERVICE  
D. KAHLY 5/5/04

HUMAN RESOURCE

MEMO #: HR .04.213



MAY 18 2004

TO: Dr. Larry Nybladh, Superintendent  
FROM: *RN* Nielsen, Director of Human Resources  
SUBJECT: New Employee  
DATE: May 19, 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.

Chad Mattson Counselor, Sr. High, MA+45 (3) \$42,866, effective for the 2004-2005 school year. (Replaces Becky Youngs)

Suggested Resolution: Move to approve the employment of Chad Mattson as presented.

RN/jg

MAY 19 2004

HUMAN RESOURCE

MEMO #: HR .04.212



TO: Dr. Larry Nybladh  
FROM: Ron Hansen  
SUBJECT: Resignation  
DATE: May 19, 2004

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

Nicola Otto Paraprofessional, Senior High, effective June 4, 2004  
Candace Richards COTA, effective June 4, 2004  
Lori Ishaug Food Service Secretary, Senior High, effective June 2, 2004  
Lee Eggiman Bus Driver, effective May 14, 2004  
John Fraundorfer Paraprofessional, Senior High, effective June 4, 2004

**SUGGESTED RESOLUTION:** Move to approve the resignation of Nicola Otto, Candace Richards, Lori Ishaug, Lee Eggiman and John Fraundorfer

RN/smw

MAY 18 2004

HUMAN RESOURCE

MEMO #: HR .04.214



TO: Dr. Larry Nybladh, Superintendent  
FROM: Ron [Signature] sen, Director of Human Resources  
SUBJECT: Family/Medical Leave  
DATE: May 19, 2004

The administration requests Family/Medical Leave for the following persons:

Jennifer Winter	Early Childhood Teacher, EIS, to begin on or about September 12, 2004 for six weeks.
Nancy Dampier	Food Service, Edison, beginning April 27, 2004 for the remainder of the 2003-2004 school year.
Sara Williams	Psychologist, Robert Asp, to begin on May 3, 2004 for the remainder of the 2003-2004 school year.

Suggested Resolution: Move to approve the Family/Medical Leaves for Jennifer Winter and Sara Williams pursuant to Section IV, Article 38 of the Teachers' Master Contract and for Nancy Dampier pursuant to Article 9, Section 6 of the Dietary and Food Service Master Contract.

RN/jg

HUMAN RESOURCE

MEMO #: HR .04.215



TO: Dr. Larry Nybladh  
FROM: Ron Nielsen  
SUBJECT: Extended Leave  
DATE: May 19, 2004

The administration requests an Extended Leave of Absence for the following person:

Kyle Edgerton      Teacher, to begin with the 2004-2005 school year for at least three years  
but not to exceed five years.

**SUGGESTED RESOLUTION:** Move to approve the request for Extended Leave of Absence  
for Kyle Edgerton pursuant to Article 39 of the Teachers Master Contract.

RN/smw

OFFICE OF TEACHING & LEARNING MEMO #: I.04.154



TO: Dr. Larry Nybladh  
FROM: Lynne Kovash *LK*  
SUBJECT: Before and After School Proposal  
DATE: May 18, 2004

Enclosed is a proposal for services from the YMCA and the Youth Commission to provide programming for families before and after school at the school settings. Representatives from the YMCA and the Youth Commission have met with building and district administration to explain the program and answer questions. The recommendation would be to utilize the programming of the Youth Commission at the elementary schools and the programming from the YMCA at Horizon Middle School.

Elementary school parents have expressed interest in school based programming. These fee based services at the elementary school provide for parent convenience. Parents will be able to drop off and pick up their children at the school site.

The early release of middle school students has been a concern for administration and community members. The proposal would address those concerns by providing after school programming for students on a fee basis. District and building administration will also be coordinating after school programming with community education, Healthy Community Initiative and Moorhead Middle School activities.

Representatives from each organization will be present at the board meeting for a short presentation and to answer questions related to the proposal.

**SUGGESTED RESOLUTION:** Move to approve the Before and After School proposal from the YMCA and the Youth Commission as presented.

LAK/kmr  
Attachment

## **After and Before School Options for Elementary and Middle School**

### **Brief Description of Proposal**

The proposal would include services from the YMCA and the Youth Commission to provide services for families before and after school at the school settings. Representatives from the YMCA and the Youth Commission have met with building and district administration to explain the program and to answer any questions regarding the program. The recommendation would be to utilize the programming of the youth commission at the elementary schools and the programming from the YMCA at the middle school.

### **YMCA School age Program**

The program has been in the Fargo Schools for many years. The students will receive a YMCA membership as a part of the school age programming. Staff members are trained in appropriate techniques to use with children and often are college students majoring in education. The student staff ratio is approximately 1:12.

The director meets monthly with the building principal and will attempt to incorporate school activities, events or themes into programming at the school. Through national Y programming, the curriculum is developmentally appropriate.

The after school program is \$7.00 per day at this time and runs from after school to 6:00. Financial assistance is offered to families through scholarship assistance and Social Services. The scholarships have not been limited at this time. The Y is also available to offer a year round program and vacation day programming.

The space needs for the program include a classroom or multipurpose type room. Ideally it would be beneficial to leave the room set up for the daily programming. They would like to have gym access, storage and be able to use tables and chairs. The staff members are responsible for set up and clean up, so there would be no custodial needs.

The YMCA Child Care Programs are currently offered at Madison and Jefferson Elementary School in Fargo and Dilworth/Glyndon. The Y also offers summer programs at Madison and Dilworth/Glyndon.

Additional information regarding the program is attached.

# Fast Facts on YMCA School-Age Child Care

YMCA school-age child care is big. YMCAs collectively are the nation's largest provider of school-age child care, serving more than 330,000 children each year at 8,000 sites nationwide. More than one in 10 children in group school-age care are in a YMCA school-age care program.

YMCA school-age child care is inclusive. Eighteen percent of children in school-age child care have family incomes below \$15,000 and another 30 percent have family incomes of between \$15,000 and \$25,000 a year. About 40 percent of YMCA school-age child care participants come from single-parent homes, and 15 percent are minority. Ys with school-age child care programs report they provide care for more than 8,500 children with special needs.

YMCA school-age child care is affordable. The median fee for after-school programs is \$35 per child per week. For combined before- and after-school care it's about \$49 per week.

YMCA school-age child care offers financial assistance for families in need. About 20 percent of families with children in YMCA school-age care pay less than the full fee.

YMCA school-age child care works with schools to meet children's needs. In fact, 84 percent of Y school-age programs are at the schools. Many Ys receive support from the school board, and school

personnel promote the Y school-age care program. One in six YMCAs serves every school in its area.

YMCA school-age child care supports families through regular activities and parent involvement. In addition to daily communication with parents at all YMCAs, regularly scheduled events for all family members of school-age child care participants are held at 63 percent of YMCAs. Half of Y programs have a parents committee or advisory board.

YMCA school-age child care teaches values. Ninety percent of the YMCAs offering school-age child care use age-appropriate curricula in their programs to help children grow physically, mentally and spiritually. About half of the programs have their school-age child care participants perform community service projects. Character development tends to be a major focus in most Y school-age care programs emphasizing the four values: caring, honesty, respect and responsibility.

YMCA school-age child care is committed to high quality. More than 90 percent of YMCAs reported that their programs use the YMCA Child Care Quality Check or other nationally recognized assessment tools to monitor and evaluate quality. YMCA staff are heavily involved in professional organizations such as the National Association for the Education of Young Children and the National School Age Care Alliance and/or their local and statewide affiliates.



YMCA  
We build strong kids,  
strong families, strong communities.

## **Youth Commission Before and After School Program**

The Youth Commission is a private, nonprofit corporation serving the FM area since 1972 and operating after school childcare since 1986. The Youth commission offers safe, convenient and affordable care for school age children and their families.

The before school programming begins at 6:45 am and continues until school begins. The after school program starts after school until 6:00 pm Monday through Friday. There are currently 12 licensed sites in Fargo and West Fargo and the program serves approximately 700 children.

The Youth Commission offers full and half-day care for children who attend kindergarten. Transportation is provided to and from all kindergarten sites to the FYC Youth Center. The facility is equipped with computer lab, gym, arts and crafts room, game room and multimedia room.

The program goals are to create an environment for children that:

- Is physically safe, clean and sanitary
- Promotes healthy development by providing nutritious snacks and exercise
- Is nurturing and emotionally supportive
- Meets the needs of all children including those with special needs
- Encourages independence according to each child's needs
- Provides opportunities for children to have quiet time, art experiences, games, reading, exercise, cultural awareness and languages
- Promotes individual thought and behavior
- Allows interactions with people from diverse backgrounds, ages, abilities and cultures

The education includes:

- Homework tutoring assistance
- Quiet area and time
  - Set aside for homework or reading time
- Staff assistance available
- Reading program in conjunction with the school
- Arts and crafts

The commission offers flexible scheduling for families. The child's schedule is designed by the parents and billed accordingly. Parents are charged only for the requested dates of attendance. The program rates range from \$3.00 morning only to \$10.00 before and after school. The kindergarten program is also available through the commission with transportation provided to the center. The rates range from \$10.00 to \$18.00

*The recommendation from the building and district administration is to implement programming from the YMCA at Horizon Middle School and from the Youth Commission at Reinertsen, Hopkins and Asp.*

**MEMO #:** S-04-104

**TO:** School Board

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

**DATE:** May 19, 2004

**RE:** First Reading of Policies

Attached please find the following policies: Student Activity Fees (542), Student Discipline (551), Credit for Learning of Minnesota Graduation Standards (Graduation Standards Implementation Policy E) (653), and Student Transportation Safety (721), for your review.

LPN:mde  
Attachments

## ❖ Policies and Procedures ❖

Code: 542  
Category: Policy of the School Board / Moorhead, MN  
Section: 500 STUDENTS  
Name: Student Activity Fees  
Adopted: 7/12/1983  
Revised: 6/28/1999  
Reviewed: 12/1990 8/14/1995 6/28/1999  
Policy: I. PURPOSE

The purpose of this policy is to establish student activity fees for athletics/activity events in Moorhead Area Public Schools.

### II. GENERAL STATEMENT OF POLICY

Students unable to pay the activity fee will not be denied the right to participate in a student activity. Building administrators will make this decision using the Free School Lunch eligibility guidelines as the determining factor.

#### A. Fees will be collected as follows:

1. ~~Junior High~~ Middle School - students pay in the Principal's Office
2. Senior High School - students pay in the Activities Director's Office
3. Elementary Schools - students pay in the Principal's Office

B. In athletic/activity events which require tryouts, students will not be expected to pay the fee until the final cut for the squad has been made.

1. in other non-tryout sport activities, students will be expected to pay the fee prior to participation in the first event.
2. a Moorhead ~~Junior High~~ Middle School student participating in high school activities will be charged activity fees denoted for high school activities.

C. Student activity fee refunds will be made (if requested in writing) because of injury, illness or moving out of the district according to the following guidelines:

1. full fee refund if less than one-half of the activity season is completed.
2. no fee refund if more than one-half of the activity season is completed.

D. Students who drop out of an activity will forfeit the activity fee.

E. The student manager of an athletic team is not expected to pay an activity fee.

F. In Debate/Speech activities, students can prepare their selection and can participate in one meet without the fee being charged. If they choose to continue, they will be required to pay the activity fee.

G. ~~If students who provide their own musical instruments are requested to switch to a school-owned instrument to obtain a balance in instrumentation, no fee will be required.~~

~~H. A family cap shall limit the total activity fee to no more than \$200 for any family. Activity fees for an individual shall be capped at \$8 100 per individual.~~

I. An activity fee will be charged for the following:

Senior High School Activities and Fee

Baseball \$40 50  
Basketball \$40 50  
Cross Country \$40 50  
Football \$40 50  
Golf \$40 50  
Gymnastics \$40 50  
Hockey \$40 50  
Soccer \$40 50  
Softball \$40 50  
Swimming \$40 50  
Tennis \$40 50  
Track \$40 50  
Volleyball \$40 50  
Wrestling \$40 50  
Debate \$40 50  
Speech \$40 50

Cheerleading (per season) \$20 5  
Danceline (per season) \$20 5  
Knowledge Bowl (per season) \$20 5  
~~Band/Orchestra Rental \$20 (per semester)~~

Junior High Middle School Activities and Fee

Basketball \$25 30  
Cross Country \$25 30  
Football \$25 30  
Golf \$25 30  
Gymnastics \$25 30  
Volleyball \$25 30  
Wrestling \$25 30  
Track \$25 30  
Tennis \$25 30  
~~Band/Orchestra Rental \$20 (per semester)~~

Legal Reference:

Minnesota Statute 123B.49 (Extra Curricular Activities)

Cross Reference:

Moorhead School Board Policy 831: Rental of Musical Instruments

[Search Again](#)

## ❖ Policies and Procedures ❖

Code: 551  
Category: Policy of the School Board / Moorhead, MN  
Section: 500 STUDENTS  
Name: Student Discipline  
Adopted: 6/13/1989  
Revised: 6/9/2003  
Reviewed: 7/28/1992 6/28/1994 6/8/1998 6/11/01 05/13/02 6/9/2003  
Policy: I. PURPOSE

Moorhead Area Public Schools believes that learning can best take place in an environment which is orderly, safe, stimulating, and which enables all students to develop to their fullest potential. The atmosphere of the school must promote fairness, courtesy, honesty, and respect among students, school personnel, and community members.

### General Statement of Policy

It is the goal of the Discipline Handbook to promote growth in self-discipline and responsibility. In addition to state and federal law, it is understood that rules and regulations will be necessary. To be useful, they must be clearly understood by everyone involved, administered consistently and fairly, with consequences which are appropriate to the problem. While the Discipline Handbook developed within Moorhead Area Public Schools will relate to activities within the school setting, the ultimate responsibility for growth in self-discipline is a cooperative effort of students, school personnel, home, and community.

### II. RIGHTS AND RESPONSIBILITIES OF STUDENTS

These statements under Rights and Responsibilities of Students, which apply to students of all ages, are not expected to cover every situation which may arise. Rights are "just claims or privileges." Responsibilities are defined as "obligations or duties."

#### RIGHTS OF STUDENTS

Every student has the right...

1. To citizenship in the school community as granted by the U.S. Constitution and the State of Minnesota. Civil rights may not be abridged, obstructed, or in any other way altered, except in accordance with due process of law.
2. To freedom from harassment due to gender, religion, culture, disability, race, sexual orientation, and/or age and to seek redress of such infractions by reporting such harassment to a principal, counselor, teacher, or other school official.
3. To fair, consistent uniformity of application of rules without discrimination or bias within the learning environment.
4. To air grievances, problems and concerns through legitimate channels and to propose

changes in rules or policy through channels provided by the schools for all students.

5. To express opinions and feelings as well as criticisms without violating the rights of others and to make choices through appropriate means.
6. To privacy regarding school records consistent with legal requirements.
7. To privacy and security in his/her persons, papers, and effects.
8. To be informed orally or in writing of any disciplinary charges and corrective measures in a manner consistent with the Pupil Fair Dismissal Act.
9. To be allowed to present his/her version of an incident in question in a fair hearing before any consequences are determined.
10. To expect a safe, stimulating, and productive learning environment without interruptions, disruptions, or distractions from within or without the classroom setting.
11. To have equal access to student activities and organizations.
12. To be informed of all policies, rules, and regulations he/she shall be expected to follow in the classroom, building, and district via an easily understood form using written, visual, and oral approaches as necessary.
13. To homebound instruction when extended absence is due to medical reasons.
14. To make up within prescribed timelines work missed during any excused absence without discrimination or harassment.
15. To be treated with dignity and respect by all members of the school community.
16. To avail himself/herself of the counseling services provided by the school district.
17. To choose his/her own manner of dress and personal grooming unless it presents a clear danger to students' health and safety, causes a clear interference with work, creates disorder in the learning environment, promotes illegal activities, or interferes with the rights of other students.
18. To expect authority to protect these rights.

#### RESPONSIBILITIES OF STUDENTS

Every student has the responsibility...

1. To assist in efforts to establish and maintain a safe, stimulating, and productive learning environment in the school society.
2. To abide by accepted standards of good conduct and discipline while participating in any school function or activity and while going to and from school, whether riding on public or private conveyance, or walking.
3. To know and comply with school rules and regulations and school district policies established by the Moorhead School Board.
4. To refrain from disruptive behavior which may interfere with a teacher's right to teach and a student's right to learn.
5. To attend regularly scheduled class sessions as established by the schools.

6. To bring class materials required for daily classroom use and to complete assigned class work on time and according to instructions given by teacher.
7. To accept the authority of school personnel on school property, during school-sponsored off-campus events and on school transportation.
8. To follow policy and regulations during school-sponsored activities in or away from school regardless of time or place.
9. To obey all safety regulations in the educational setting.
10. To use appropriate language and to avoid cursing, profanity, or vulgarity.
11. To refrain from the use or threat of physical force, verbal abuse, threats, blackmail, the use, sale, or exchange of alcohol or any illegal drugs, smoking, stealing, vandalism, and other illegal activities.
12. To refrain from bringing onto school property or to school-sponsored events any materials or items which would cause, or tend to cause, a disruptive activity or endanger the health of students or other persons. Students should note that lockers are school property and may be searched without cause or notice. Searches may be conducted under the authorization of the principal or a representative designated by the principal. Search of an area assigned to a student shall be made in the presence of an adult witness and, if practicable, in the presence of the student. Illegal items will be seized by school authorities, and police will be notified. Items which are used to disrupt or interfere with the educational process will be removed from the student's possession.
13. To discuss grievances, problems, or concerns with school staff.
14. To report to a school official any incidents of harassment, bullying, hazing or illegal activity.

### III. SCHOOL AND COMMUNITY RESPONSIBILITIES

The maintenance of a school climate conducive to learning, working, and living is shared by the parent and/or guardian, students, all school personnel, and community members. Each is expected to work positively toward this goal, to respect individuality and responsibility of each person, and to deal effectively with misunderstanding or misbehavior.

#### SCHOOL BOARD RESPONSIBILITIES

1. To establish a discipline policy for the Moorhead Public Schools.
2. To hold the appropriate school employees responsible for the supervision of the behavior of students while legally under the supervision of the school.
3. To ensure the fair and consistent application of the Discipline Handbook.
4. To require that each principal, teacher, bus driver or other employee having direct responsibility for student behavior will prepare or agree to a written plan for discipline that meets their needs and meets the approval of their immediate supervisor or administrator.

#### PARENT/GUARDIAN RESPONSIBILITIES

1. To assume the legal responsibility for the behavior of their son/daughter.
2. To teach the student self-discipline and respect for authority.
3. To familiarize themselves and their children with the Discipline Handbook, building handbooks, and other regulations.
4. To see that the student is ready to learn and has the necessary supplies.
5. To see that the student attends school regularly at the appointed time and to notify the school whenever their son/daughter is or will be absent.
6. To help maintain communication with the school by bringing matters of concern to the attention of the principal, the teacher, a guidance counselor, school nurse, or other appropriate school personnel.
7. To provide the school with a current telephone number and address through which the parent/guardian can be reached during the school day.
8. To cooperate with the school for the benefit of the student and to be available to meet with school officials when requested.

#### CENTRAL ADMINISTRATION RESPONSIBILITIES

1. To give counsel, advise, and to give firm support to the teachers and building administrator.
2. To require that all schools follow the school Discipline Handbook in accordance with established policy.
3. To ensure the consistency of the application of the Discipline Handbook, the written discipline plans, and regulations in the school system.
4. To keep on file and annually disseminate up-to-date copies of the Moorhead Area Public Schools Discipline Handbook.
5. To keep the superintendent informed of serious behavior problems and of the assistance given in correcting problem situations.
6. To notify all personnel in writing of their responsibilities relating to student behavior.

#### BUILDING ADMINISTRATOR RESPONSIBILITIES

1. To be responsible to the superintendent in implementing the established discipline policy and building discipline plans.
2. To establish and implement rules and regulations governing conduct of students which are consistent with the Minnesota Statutes and School Board policies.
3. To ~~confer with each individual teacher and to keep on file the agreed-upon individual discipline plans~~ insure that individual teachers have agreed-upon discipline plans.
4. To be readily available to handle discipline in an emergency.
5. To appoint a designee from the certified staff to assume authority in the building administrator's absence.

6. To delegate appropriate duties to the assistant principal.
7. To be responsible for informing students, parents or guardians, and community groups of the current rules and regulations.
8. To be responsible for discussion of the rules, rights, and responsibilities with students during their first week of school.
9. To impose suspension consistent with the Minnesota Pupil Fair Dismissal Act of 1974 (as amended).
10. To recommend to the superintendent the exclusion or expulsion of a student if necessary.
11. To assure that all system wide regulations and school rules regarding discipline are applied consistently.
12. To take prompt corrective action for referred violations of discipline regulations.
13. To inform the parent/guardian and involved staff members, when appropriate, of actions taken for referred violations.
14. To inform the parent/guardian, upon request of measures taken to insure student's rights and safety.
15. To report all illegal activities to appropriate authority as required by law or as necessary to maintain school discipline and order.
16. To take responsibility for and custody of a pupil removed from class.
17. To confer at least annually with the licensed employees in a school building to review the Discipline Handbook and discuss whether its provisions have been enforced.

#### TEACHER RESPONSIBILITIES

1. To encourage students to develop self-discipline and respect for authority.
2. To treat students with dignity.
3. To recognize individual differences among students.
4. To prepare a written plan for discipline classroom management plan that meets his/her needs and confer with the principal regarding the acceptability of the plan. These rules shall be posted in the classroom and given to students. Teachers will inform students of classroom expectations.
5. To inform parents/guardians through standardized notification of student deficiency.
6. To ensure the enforcement of school rules as listed in the student handbook.
7. To exercise restraint, good taste in their expression and refrain from the use of inappropriate expressions.
8. To use such reasonable measures as may be necessary to maintain a safe and orderly environment in the classroom, in the school building, on school property, and at school functions. A teacher has the authority to remove pupils from the classroom pursuant to procedures and rules established in the district's policy. (See Page 8, Standards of

**Conduct)**

9. To record and report classroom discipline problems to the building administrator.
10. To confer with support personnel for possible solutions to discipline problems.
11. To establish behavior/discipline guidelines for all students on field trips, and require adherence to those guidelines by all school employees and volunteers.

**ALL OTHER SCHOOL PERSONS WITH RESPONSIBILITY FOR STUDENT CONDUCT**

1. To maintain discipline according to all rules and regulations as outlined in the Discipline Handbook and Building Handbook.
2. To communicate or confer with teachers or administrators regarding discipline problems.
3. To deal with students in a firm, fair, and consistent fashion.

**IV. CORRECTIVE ACTIONS POSSIBLE**

The specific form of discipline chosen in a particular case is solely within the discretion of the school district.

1. Student Conference - Depending upon the violation and the seriousness of the action, a student may be given a warning that if a violation occurs again, the student's parents or guardians will be notified.
2. Parent Notification or Conference - If a student violates a rule, the parent or guardian may be notified and a conference may be required.
3. Detention - A teacher, principal, or designee may detain a pupil after school for correction of a violation, including tardiness to class. Any pupil who is told by a teacher to report after school and who, for any reason, cannot report, must first clear the absence with the teacher, principal, or designated representative.
4. Removal From Class - "Removal from class" and "removal" means any action taken by teacher, principal, or other school district employee to prohibit a pupil from attending a class or activity period for a period of time not to exceed five days, pursuant to procedures established in the school district Discipline Handbook adopted by the School Board. "Class period" or "activity period" means, in secondary grades, instruction for a given course of study. A class period or activity period means, in elementary grades, a period of time not to exceed one hour, regardless of the subject of instruction.
5. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity for a period of time not to exceed five (5) days, pursuant to this discipline policy.
6. Permanent Removal from a Single Class - "Permanent removal" means the action taken by a principal to prohibit a student from attending a class period or activity period for the

remainder of the semester or year. An alternative means of earning the credit will be provided.

7. Suspension - Suspension means an action taken by the school administration prohibiting a pupil from attending school for a period of time no more than ten consecutive school days. If a suspension is longer than five days, the suspending administrator must provide the superintendent with reason for the longer suspension. This definition does not apply to dismissal from school for one school day or less, except as provided in federal law for a student with a disability. Each suspension action may include a readmission plan. The readmission plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. The school administration may not impose consecutive suspensions against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to self or to surrounding persons or property, or where the district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 days.

In the case of a student with a disability, the student's individual education plan team must meet immediately but not more than ten school days after the date on which the decision to remove the student from the student's current education placement is made. The individual education plan team shall at that meeting: conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action; and determine the appropriateness of the child's education plan.

The requirements of the individual education plan team meeting apply when:

- (1) the parent requests a meeting;
- (2) the student is removed from the student's current placement for five or more consecutive days; or
- (3) the student's total days of removal from the student's placement during the school year exceed ten cumulative days in a school year.

For a student with an Individualized Education Program, if the school administration shall implement alternative educational services when the suspension exceeds five days. A separate administrative conference is required for each period of suspension.

Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statute Section 123A.05 selected to allow the pupil to progress toward meeting Minnesota Graduation Standards under Section 120B.02 although in a different setting.

Suspension procedures:

- 1) Informal administrative conference before suspension - The school administration shall not suspend a pupil from school without an informal administrative conference with the pupil. The informal administrative conference shall take place before the suspension, except where it appears that the pupil will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension.
- 2) Administrator notified pupil of grounds for suspension - At the informal administrative conference, a school administrator shall notify the pupil on the grounds for the

suspension, provide an explanation of the evidence the authorities have, and the pupil may present the pupil's version of the facts.

3) Written notice of grounds for suspension - A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of Minnesota Statute Sections 121A.40 to 121A.56 shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon the pupil's parent or guardian by mail within 48 hours of the conference. The district shall make reasonable efforts to notify the parents of the suspension by telephone as soon as possible following suspension. In the event a pupil is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the pupil and the pupil's parent or guardian within 48 hours of the suspension. Service by mail is complete upon mailing.

4) Suspension pending expulsion or exclusion - Notwithstanding the provisions of subdivisions 1 and 3, the pupil may be suspended pending the school board's decision in the expulsion or exclusion hearing; provided that alternative educational services are implemented to the extent that suspension exceeds five days.

8. Expulsion or Exclusion - 1) "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the pupil is expelled. 2) "Exclusion" means an action taken by the school board to prevent enrollment or reenrollment of a pupil for a period that shall not exceed beyond the school year. The Pupil Fair Dismissal Act Minn. Stat. 121A.40-121A.56 will be followed in procedural matters of this kind. "Expulsion or exclusion of ~~disabled~~ students with a disability cannot be used as a discipline measure if the actions may have been the result of the disabling condition. Special provisions for dealing with ~~a disabled student's~~ the behavior of a student with a disability will be written into the student's Individual Education Program (IEP)."

9. Alternative Program - "Alternative Program" means educational opportunities made available within the school district but possibly at a site different from a student's originally assigned school.

10. Referral to Learner Support Services - ~~Any student whose misconduct may be the result of a handicapping condition or who has an Individual Educational Plan (IEP) may be referred to Learner Support Services for assessment and, if the student qualifies, receives appropriate services.~~ A student who has not been determined to be eligible for special education but is suspected of having a disability and in need of special education, may be referred to the Special Education Child Study Team at his/her school. If the student is evaluated and found to have a disability and also found to be a student in need of specialized instruction as identified in an IEP, the team will consider if a behavioral intervention plan or other behavioral supports are appropriate.

11. Referral to Juvenile Authorities or Police - ~~If a student's misbehavior is so extreme that a law violation may be involved~~ violates the law, juvenile authorities or police will be contacted by the principal or designated representative. Every reasonable attempt shall be made to notify parents at the same time juvenile authorities or police are called. If the officer indicates that he/she is arresting the pupil, with or without a warrant, that officer shall have complete jurisdiction and responsibility in the matter and the principal or designee shall not interfere with the student's removal from the building.

12. Corporal Punishment

1. "Corporal punishment" means conduct involving:

- (1) hitting or spanking a person with or without an object; or
- (2) unreasonable physical force that causes bodily harm or substantial emotional harm.

2. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

### 13. Use Reasonable Force

- (1) A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- (2) A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

## V. STANDARDS OF CONDUCT

Students who have been expelled and/or excluded from other districts will be admitted to the Moorhead school district only after the preparation of an admission plan. This plan, which shall be developed by the school district, shall include measures to improve a student's behavior and require parental involvement in the admission process as well as indicating the consequences to the student of not improving the student's behavior.

In accordance with the Minnesota Pupil Fair Dismissal Act, students of the District may be disciplined, suspended, expelled, or excluded for the reasons delineated below in addition to other situations which fall within the grounds contained in the Minnesota Pupil Fair Dismissal Act:

- A. Willful violation of any rule of conduct specified in the discipline policy adopted by the school board;
- B. Willful conduct materially and substantially disrupting the rights of others to an education; and,
- C. Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school.

Discipline should not be confused with punishment. The goal of discipline is a self-disciplined individual, with mature attitudes and socially acceptable standards of conduct. Disciplinary policies within the public schools shall be enforced within the general guidelines as set forth below. These guidelines describe clearly the various administrative actions which will be taken for violations of the law and the school district standards of behavior.

Restorative discipline may be used for any violation of school policy. At the discretion of administration, restorative discipline may be deemed appropriate as an alternative to traditional corrective actions or, additional to traditional disciplinary actions. A restorative process consists of a face-to-face encounter. The affected parties are brought together by a trained facilitator to discuss how they and others have been harmed by the incident and how that harm might be repaired. Participants include the victim, the offender, individuals who support each of them and others who have been affected by the incident. Participation in the process is voluntary.

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions

including restorative measures as fitting in a particular disciplinary situation.

This disciplinary policy will be applied to ~~disabled~~ students with disabilities if: (1) an IEP team for the student concludes that application of the disciplinary policy is indeed appropriate for the student, taking into consideration the student's ~~disabling condition~~ disability; and, (2) if the disciplinary policy has been given to the student's parent with an indication that the team has concluded its application to be appropriate to the individual student.

Students may be subject to disciplinary action for conduct on or off school property which has a direct and immediate effect on the discipline or the general welfare of the school. This policy is particularly applicable where disciplinary action is reasonably necessary for the physical or emotional safety of the student, other students, teachers or other school personnel, or for the safety of school property. Measured by this standard, acts which may result in disciplinary action include but are not limited to the following:

#### VIOLETIONS AGAINST PERSONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions including restorative measures as fitting in a particular disciplinary situation.

1. POSSESSION OF A WEAPON: "Possession" refers to having a weapon on one's person or in an area subject to one's control on school property or at a school activity.

- Parent/Guardian ~~conference~~ notification
- ~~Initial suspension for 5 days~~ Immediate out-of-school suspension
- Confiscation of weapon
- ~~Immediate~~ Notification of police
- Recommendation to the superintendent for expulsion for a period of time not to exceed one year.

~~Weapons are identified in two categories:~~

~~(A) Articles designed or commonly used to inflict bodily harm and/or to intimidate other persons. Examples are: firearms, whether loaded or unloaded, knives, clubs, metal knuckles, numchuks, throwing stars, explosives, stun guns, ammunition, chains, pellet guns, look-alike guns, and other nonfunctioning guns that could be used to threaten others;~~

~~(B) Articles designed for other purposes but which are used to inflict bodily harm and/or intimidate. Examples are: belts, combs, pencils, files, scissors, compasses, etc.~~

#### Definitions:

(A) A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks, mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

(B) No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or nonfunctional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

(C) No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

A student who finds a weapon on the way to school or in the school building and takes the weapon immediately to the principal's office shall not be considered in possession of a weapon.

2. ASSAULT - THREAT: A threat of bodily harm or death against another person, without material physical contact.

- Parent/Guardian conference
- Suspension

3. ASSAULT - IN POSSESSION OF WEAPON: A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon.

- Parent/Guardian conference notification
- ~~Initial suspension for 5 days~~ Immediate out-of-school suspension
- Confiscation of weapon
- Immediate ~~N~~ notification of police
- Recommendation to the superintendent for expulsion for a period of time not to exceed one year.

4. FIGHTING: Fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving, or scuffling."

- Parent/Guardian conference
- Suspension

5. DIRECT ATTACK WITH A WEAPON

- Parent/Guardian conference notification
- ~~Initial suspension for 5 days~~ Immediate out-of-school suspension
- Confiscation of weapon
- Immediate ~~N~~ notification of police
- Recommendation to the superintendent for expulsion for a period of time not to exceed one year.

6. DIRECT ATTACK ON ANOTHER PERSON -

Students in grades K-6 5:

- Parent/Guardian conference
- 1-5 day suspension
- ~~Possible administrative transfer to another educational setting\*~~

Students in grades ~~7~~ 6-12:

- Parent/Guardian conference
- 5-day suspension
- Possible recommendation for expulsion
- ~~\*An administrative transfer does not insure the same program choice.~~
- Notification of police.

7. HARASSMENT: Harassment is participating in or conspiring with others to engage in harassing acts that injure, degrade, or disgrace other individuals. Harassment, whether willful or otherwise, includes offensive behavior relating to gender, religion, culture, disability, race, sexual orientation, and/or age.

- Student conference
- Detention
- Notification of parents or guardians
- ~~Notification of Title IX officer in cases of sexual harassment.~~

8. INTERFERENCE/OBSTRUCTION: "Interference" or "obstruction" means any action taken to attempt to prevent a staff member from exercising his or her legally assigned duties.

- Parent/Guardian conference
- Suspension

9. DISRESPECTFUL LANGUAGE: Disrespectful language directed toward another person.

- Parent/Guardian/Student conference

10. VERBAL ABUSE: Verbal assaults, or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people.

- Parent/Guardian conference
- Suspension

11. DISRUPTIVE BEHAVIOR IN THE CLASSROOM: "Disruptive Behavior" is defined as:

A. Willful conduct ~~which materially and substantially~~ that significantly disrupts the right of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

B. Willful conduct ~~which~~ that endangers surrounding persons, including school district employees, the student or other students, or the property of the school; and

C. Willful violation of any rule of conduct specified in the Discipline Handbook adopted by the school board.

~~D. Repeated inappropriate behavior that classroom discipline plan procedures have proven ineffective in correcting;~~

- Removal from class
- Parent/Guardian/Teacher conference upon return

12. HAZING: This means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.

- Parent/Guardian conference
- Suspension

#### VIOLATIONS AGAINST PROPERTY AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions including restorative measures as fitting in a particular disciplinary situation.

1. ARSON: This is the intentional destruction or damage to any school building or property by means of fire or explosive.

- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

#### 2. FALSE FIRE ALARMS

- Immediate notification of legal authorities
- Suspension
- Parent/Guardian conference

3. ROBBERY OR EXTORTION: This refers to the obtaining of property from another person where his or her consent was induced by a use of force.

- Notification of legal authorities

- Suspension
- Parent/Guardian conference

4. **THEFT: PERSONAL PROPERTY:** This means the unauthorized taking of and/or the unauthorized possession of the property of another person.

- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

5. **THEFT OR UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY:** This refers to the unauthorized taking of and/or the unauthorized possession of school property.

- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

6. **UNAUTHORIZED USE OF SCHOOL PROPERTY FOR NON-SCHOOL ACTIVITIES**

- Notification of legal authorities
- Parent/Guardian conference

7. **WILLFUL DAMAGE OF SCHOOL PROPERTY OR OF THE PROPERTY OF OTHERS:** "Willful damage" is the intentional cutting, defacing, or damage of any property, real or personal belonging to the school district, or to any individual within the school setting.

- Notification of legal authorities
- Suspension
- Restitution
- Parent/Guardian conference

#### OTHER VIOLATIONS AND MINIMUM CORRECTIVE ACTIONS

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions including restorative measures as fitting in a particular disciplinary situation.

1. **GAMBLING:** "Gambling" is defined as the playing of a game of chance for stakes.

- Student conference
- Parent/Guardian conference

2. **DISORDERLY CONDUCT:** "Disorderly Conduct" refers to engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct tending to arouse alarm, anger, or resentment in others.

- Student conference
- Parent/Guardian conference

3. **DANGEROUS DRUGS/CONTROLLED SUBSTANCES:** This refers to the possession, sale, distribution, or use of any controlled substances as defined in Minnesota Statute 152.02 while on the school grounds or at school sponsored events.

- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference

4. **ALCOHOL:** This refers to the possession, use, or being under the influence of any alcoholic product while on the school grounds or at school sponsored activities.

- Notification of legal authorities
- Suspension
- Referral to Student Assistance Program
- Parent/Guardian conference

5. TOBACCO - POSSESSION: Possession of any tobacco product by a student while on the school grounds or at school-sponsored events.

- ~~Suspension~~ Referral to legal authorities
- Parent/Guardian conference

6. TOBACCO - USE: This is defined as the use of any type of tobacco product, chewing, holding a lighted tobacco product, or exhaling smoke from the mouth or nose on school property or at school-sponsored activities.

- ~~Suspension~~ Referral to legal authorities
- Parent/Guardian conference

#### **VIOLATIONS AGAINST SCHOOL ADMINISTRATIVE PROCEDURE AND MINIMUM CORRECTIVE ACTIONS**

Minimum corrective actions for specified violations are described below. In addition, the school retains the right to use any and all of the above-described corrective actions including restorative measures as fitting in a particular disciplinary situation.

1. WILLFUL DISOBEDIENCE: "Willful Disobedience" is defined as any refusal to follow published school rules and regulations.

- Student conference

2. CONTINUAL WILLFUL DISOBEDIENCE: "Continual Willful Disobedience" means repeated refusal to follow school rules and regulations after conference resulting from the first violation.

- Suspension
- Parent/Guardian conference

3. DEFIANCE OF AUTHORITY: This is defined as willful refusal to follow the legal direction/order given by a staff member.

- Suspension
- Parent/Guardian conference

4. RECORD AND IDENTIFICATION FORGERY: This category includes falsifying signatures or data as well as refusal to give proper identification when requested to do so by a staff member.

- Parent/Guardian conference
- Detention

5. LEAVING THE SCHOOL GROUNDS: This applies to leaving the school grounds during school hours without the proper clearance.

- Student conference
- Detention

6. CHRONIC AND UNEXCUSED ABSENTEEISM

- Parent/Guardian/Student Conference
- Detention

7. MISBEHAVIOR ON SCHOOL BUS

- ~~Student conference~~
- ~~Notification of parent/guardian~~

Elementary (K-5)1st offense -- Warning2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parents.3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parents.4th offense -- 10 day suspension from riding the bus/meeting with parents.Further offenses -- Individually considered. Students may be suspended for longer periods of time including the remainder of the school year.

\* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

Middle School and Secondary (6-12)1st offense -- Warning2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parents.3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parents.4th offense -- 20 day suspension from riding the bus/meeting with parents.5th offense -- Suspended from riding the bus for the remainder of the school year.

\* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

8. SEVERE MISBEHAVIOR OR CONTINUED DISORDERLY CONDUCT ON SCHOOL BUS

- Denial of transportation on school bus according to district policy

9. STUDENT ATTIRE: ~~Relates to a manner of dress which presents a clear danger to the student's health and safety, causes an interference with work, promotes an illegal activity or fosters classroom or school disorder.~~ This refers to student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership.

- Student conference

10. DANGEROUS AND NUISANCE ARTICLES: A "Dangerous or Nuisance Article" is any article that, in the opinion of the school staff, is dangerous or distracting.

- Confiscation

- Student conference

11. TRESPASSING: This refers to persons physically present on a school campus or at a school activity after being requested to leave by the school principal or other person lawfully responsible for the control of said premises.

- Warning

- Referral to legal authorities

- Parent/Guardian conference

VI. REVIEW OF THE POLICY

The principal or other person having general control and supervision of the school, and representatives of parents/guardians, students and staff in a school building shall confer at least annually to review the discipline policy and to assess whether the policy has been

enforced. The Moorhead School Board must conduct an annual review of the districtwide discipline policy.

**Legal Reference:**

Minnesota Statute Sections 121A.40 to 121A.56 (The Pupil Fair Dismissal Act)

Minnesota Statute 121A.69 (Hazing Policy)

Minnesota Statute 123A.05 (Area Learning Center Organization)

Minnesota Statute 120B.02 (Results - Oriented Graduation Rule, Basic Skills Requirement, Profile of Learning)

Minnesota Statute 152.02 (Schedules of Controlled Substances; Administration of Chapter)

Minnesota Statute 121A.25-121A.29 (Chemical Abuse)

41 U.S.C. 701-707 (Drug-Free Workplace Act)

20 U.S.C. 7101-7144 (Safe and Drug Free Schools and Communities Act)

**Cross References:**

Moorhead School Board Policy 420: Chemical Use/Abuse

Moorhead School Board Policy 515: School District Student Attendance

Moorhead School Board Policy 552: Corporal Punishment

Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Moorhead School Board Policy 571: Hazing Prohibition

Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School

Moorhead School Board Policy 573: Tobacco-Free Environment

Moorhead School Board Policy 574: Search of Student Lockers, Desks, Personal Possessions, and Student's Person

Moorhead School Board Policy 575: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches

Moorhead School Board Policy 576: Moorhead Area Public School District Weapons Policy

Moorhead School Board Policy 577: Student Dress and Appearance

Moorhead School Board Policy 578: Bullying Prohibition

Moorhead School Board Policy 721: Student Transportation Safety

Moorhead School Board Policy 730: School District Copyright Policy

Moorhead School Board Policy 731: Moorhead Public Schools Information Network Acceptable Use and Safety Policy

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## ❖ Policies and Procedures ❖

Code: 653  
Category: Policy of the School Board / Moorhead, MN  
Section: 600 EDUCATION PROGRAMS  
Name: Credit for Learning of Minnesota Graduation Standards (Graduation Standards Implementation Policy E)  
Adopted: 08/26/02  
Revised:  
Reviewed:  
Policy: I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs ~~in other schools, in alternative learning sites,~~ in Post-Secondary Enrollment Options and other advanced enrichment programs, ~~and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities.~~

### II. GENERAL STATEMENT OF POLICY

It is the policy of Moorhead School District to develop and provide processes and procedures by which students may meet a graduation requirement for a content standard, whether the school district offers the content standard in its curriculum or the student accomplishes the work in another learning environment. The school district will provide a process for transfer of standards completed in another Minnesota school district, recognition of work completed in other schools and post-secondary institutions, and credit for standards achieved in extracurricular activities, activities outside the school, previous learning, and community and work experiences. The school board may also waive the content standards for certain students if the criteria for such waivers are met.

### III. TRANSFER OF CONTENT STANDARDS

A. The school district will transfer high school content standards achieved in earlier grades or in other schools on standards-based programs to the student's record upon admission, completion of a summer school program or the like.

B. When a student transfers into the school district from another Minnesota public school district, any standards completed in the sending school district, along with scores recorded by the sending district, shall be recorded as completed with a notation indicating the identity of the school district from which the records are transferred.

C. Students ~~shall~~ may be advised of the opportunities available to complete further requirements and electives.

### IV. RECOGNITION OF COMPLETED WORK

A. The school district will translate work completed by students, including those with special needs, in schools (K-12, post-secondary or other) which have not reported achievement according to the Minnesota Graduation Standards, into standards completion

equalizations.

B. When a student transfers into the school district with a transcript from a school or school district other than a Minnesota public school district, the following shall be the policy and procedure for recognizing such previous achievement:

1. A panel consisting of the high school principal, counselor and appropriate teaching staff shall review the criteria for judging transfer of student standard completion. When the student has been scored with a performance assessment that fulfills or approximates the provisions of a full standard, the standards completed shall be treated as if they had been accomplished in a Minnesota public school;
2. When the course, topic or content of a Minnesota high school content standard has been completed, but through requirements which do not parallel or approximate the ~~Minnesota Profile of Learning rules~~ content standards adopted by the school district, the standard shall be declared achieved, no score shall be assigned, and the transcript shall indicate that the standard has been "equalized from a transcript from [name of sending institution]."
3. Effort shall be made to ascertain the content of courses, programs, and learning previously achieved to credit the student as fully as possible for previous learning. This may include asking the student or the sending school to verify content of completed courses and programs when that content is not clear from the transcript.

#### V. CREDIT BY ASSESSMENT

A. The school district will provide students, including those with special needs, with the opportunity to receive credit for standards achieved in extracurricular activities, activities outside of school, previous learning, and community and work experiences.

B. When a student requests recognition of work completed but for which no academic transcript exists, the student shall make application to the principal.

C. Not more than sixty (60) days after the application is filed, the principal shall inform the student and the student's parents what evidence must be presented to certify the completion of the standard. Evidence of completion might include letters of support and explanation from individuals or organizations who have actually witnessed the student's demonstration of the standard, oral or written tests or interviews, actual performances or demonstrations assessed by district staff or others knowledgeable in the specifications of the standard, and/or other as appropriate for the individual situation.

D. Upon the principal's determination of successful submission of the required evidence, the standard shall be noted on the transcript, ~~with an EQU or equivalent score~~; and a notation of where and when the standard was completed and verified.

#### VI. VARIATIONS OF CONTENT STANDARDS

A. Rigorous Course of Study - Waiver.

1. Upon application of a student, with approval of the student's parent or guardian and with the recommendation of the student's teacher, the school district must declare that a student has completed a content standard if the school board determines that:

- a. the student is participating in a course of study, including an advanced placement or ~~international baccalaureate course~~ or a learning opportunity outside the curriculum of the school district that is equally or more rigorous than the content standard required by the school district or state Graduation Rule; and

b. achieving the content standard to be waived would preclude the student from participating in the rigorous course of study or learning opportunity.

~~2. A student who satisfactorily completes a post-secondary enrollment options course or program under Minnesota Statutes Section 124D.09, that has been approved as meeting the necessary requirements, is not required to complete other requirements of the content standards corresponding to that specific rigorous course of study. A list of the courses or programs meeting the necessary requirements may be obtained from the Commissioner of the Department.~~

~~3. Notwithstanding paragraphs VI.A(1) and VI.B(2), a student who entered ninth grade before the 2001-2002 school year and satisfactorily completes an advanced placement or international baccalaureate course, or a post-secondary enrollment options course under Minnesota Statutes Section 124D.09, satisfies the requirements of the content standards corresponding to that specific rigorous course of study.~~

4 2. A waiver may not have the effect of a student's graduating with no completed content standards in any of the learning areas one through nine of the Profile of Learning and a waiver should rarely be granted from more than one requirement.

5 3. Application for a waiver will be considered only if the application is submitted not more than eighteen (18) months and not less than six (6) months prior to the student's anticipated graduation date.

6 4. A waiver will be revoked if the student fails to successfully complete the alternative rigorous program.

#### B. Students Held Harmless - Waiver.

The school board may waive any content standard for a student or group of students who entered ninth grade before the 2000-2001 school year if the school board determines that the students could not meet a content standard due to circumstances related to implementing the Profile of Learning that were beyond the students' control.

~~C. The school district shall annually inform the Department of the numbers, type and conditions of waivers granted in a format prescribed by the Department and shall work with the Department to reduce the number of waivers needed.~~

#### Legal References:

Minnesota Statute 120B.02 (Results-Oriented Graduation Rule)  
 Minnesota Statute 120B.031 (Implementing the Profile of Learning)  
 Minnesota Statute 120B.11 (School District Process)  
 Minnesota Rule Parts 3501.0010 - 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)  
 Minnesota Statute 124D.09 (Postsecondary Enrollment Options Act)  
 Minnesota Rule Parts 3501.0200 - 3501.0290 (Rules Relating to Graduation Standards - Written Composition)  
 Minnesota Rule Parts 3501.0300 - 3501.0469 (Rules Relating to Graduation Standards - Profile of Learning)  
 Minnesota Rule Part 3501.0370, Subp. 1(B) (Assessment and Scoring Student Achievement)  
 Minnesota Rule Part 3501.0420 (Implementation Reporting)

#### Cross References:

Moorhead School Board Policy 104: Mission Statement  
 Moorhead School Board Policy 601: Instructional Goals of Moorhead Area Public Schools  
 Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Policy

**Moorhead School Board Policy 650: School District System Accountability (Moorhead Graduation Implementation Policy A)**

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

**~~Moorhead School Board Policy 657: Assessment of Standards Achievement~~**

**Moorhead School Board Policy 660: Moorhead Area Public School District State Mandated Testing Plan and Procedure**

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## ❖ Policies and Procedures ❖

Code: 721

Category: Policy of the School Board / Moorhead, MN

Section: 700 NON-INSTRUCTIONAL OPERATIONS

Name: Student Transportation Safety Policy

Adopted: 10/10/1994

Revised: 05/14/01

Reviewed: 05/14/01

Policy: I. PURPOSE

The purpose of this policy is to provide safe transportation for students and educate students on safety issues and responsibility of school bus ridership. It includes information of parent/guardian involvement, school bus driver duties, responsibilities, training, emergency procedures on buses, and vehicle standards.

### II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

#### A. School Bus Safety Week.

~~The first week of school is designated as school bus safety week.~~ School bus safety week will coincide with the National School Bus Safety Week.

#### B. Student Training.

~~The Moorhead Area Public School District shall provide students enrolled in grades kindergarten through 12 10 with school bus safety training. The training shall be results-oriented and shall consist of both classroom instruction and practical training using a school bus. Upon completing the training, a student shall be able to demonstrate knowledge and understanding of at least the following competencies and concepts age-appropriate school bus safety training of the following concepts:~~

1. Transportation by school bus is a privilege not a right;
2. District policies for student conduct and school bus safety;
3. Appropriate conduct while on the bus;
4. The danger zones surrounding a school bus;
5. Procedures for safely boarding and leaving a school bus;
6. Procedures for safe vehicle lane crossings; and
7. School bus evacuation and other emergency procedures.
- ~~8. Appropriate training on the use of lap belts or lap and shoulder belts, if the school district uses buses equipped with lap belts or lap and shoulder belts.~~

~~Student school bus safety training shall commence during school bus safety week.~~ All students in grades K through 6 who are transported by school bus and are enrolled during the first week of school must demonstrate achievement of the school bus safety training competencies receive the school bus safety training by the end of the third week of school. All students in grade 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the sixth week of school, if they have not received school bus training in grades K through 5. Students in grades K through 10 who enroll in a school after first the second week of school, and are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus

safety instructional materials within four weeks of their first day of attendance, and demonstrate achievement of the school bus safety competencies within three weeks of the first day of attendance. The School District may deny transportation to a student who fails to demonstrate the competencies, unless the student is unable to achieve the competencies due to a disability.

The District will, to the extent possible, provide kindergarten students with school bus safety training before the first day of school.

3. The Moorhead Area Public School District must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus.

5. The Moorhead Area Public School District will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

6. The Moorhead Area Public School District may provide kindergarten students with school bus safety training before the first day of school.

7. The Moorhead Area Public School District may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.

8. The Moorhead Area Public School District shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. The nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

### III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions or events. All school rules are in effect while a student is riding the bus or at the bus stop.

The Building Principal or designee is responsible for imposing consequences for misconduct on the school bus or at bus stops. In addition, all school bus/bus stop misconduct will be reported to the District's Transportation Safety Director. Serious misconduct will be reported to the Department of Public Safety and may be reported to local law enforcement.

#### A. School Bus and Bus Stop Rules.

The School District school bus safety rules are to be posted on every bus. If these rules are broken, the School District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the School District's Transportation Director's Office and the School Office.

#### B. Rules at the Bus Stop.

1. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road or highway when waiting for the bus.
6. Wait until the bus stops before approaching the bus.
7. After getting off the bus, move away from the bus.
78. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
89. No fighting, harassment, intimidation or horseplay.
910. No use of alcohol, tobacco, or drugs.

#### C. Rules on the Bus.

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body and personal belongings inside the bus.
5. Keep your arms, legs and belongings to yourself.
6. No fighting, harassment, intimidation or horseplay.
7. Do not throw any object.
8. No eating, drinking or use of tobacco or drugs.
9. Do not bring any weapon or dangerous objects on the school bus.
10. Do not damage the school bus.

#### D. Consequences.

Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the School District. Parents or guardians will be notified of any suspension of bus privileges.

##### 1. Elementary (K-65).

1st offense -- Warning

2nd offense -- 3 school day suspension from riding the bus/conference (meeting/phone) with parents.

3rd offense -- 5 school day suspension from riding the bus/conference (meeting/phone) with parents.

4th offense -- 2010 day suspension from riding the bus/meeting with parents.

5th Further offenses -- Individually considered. Students may be suspended for longer

~~periods of time including from riding the bus for the remainder of the school year.~~

~~Further offenses -- individually considered.~~

~~Students may be suspended for longer periods of time, including the remainder of the school year.~~

\* Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

## 2. Middle School and Secondary (7-12).

1st offense -- Warning

2nd offense -- 5 day suspension from riding the bus/conference (meeting/phone) with parents.

3rd offense -- 10 day suspension from riding the bus/conference (meeting/phone) with parents.

4th offense -- 20 day suspension from riding the bus/meeting with parents.

5th offense -- Suspended from riding the bus for the remainder of the school year.

\*Note: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

## 3. Other Discipline.

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

## 4. Records.

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of serious misconduct student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided to the Department of Public Safety in accordance with state and federal law. Records may also be maintained in the transportation office.

## 5. Vandalism/Bus Damage.

Student damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in loss of bus privileges until damages are paid.

## 6. Notice.

Students will be given a copy of school bus and bus stop rules during school bus safety training. Rules are to be posted on each bus. The driver will periodically review both rules and consequences with students.

## 7. Criminal Conduct.

In cases involving criminal conduct (for example, assault, weapons, possession or vandalism), the Superintendent, local law enforcement officials and the Department of Public Safety will be informed.

# IV. PARENT AND GUARDIAN INVOLVEMENT

## A. Parent/Guardian Responsibilities For Transportation Safety.

1. Become familiar with District rules and policies, regulations and principles of school bus safety.
2. Assist students in understanding safety rules and encourage them to abide by them.
3. Recognize their responsibilities for the actions of their students.
4. Support safe riding practices and reasonable discipline efforts.
5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.
6. Support procedures for emergency evacuation, and procedures in emergencies as set up by the School District.
7. Respect the rights and privileges of others.
8. Communicate safety concerns to school administrators.
9. Monitor bus stops, if possible.
10. Support all efforts to improve school bus safety.
11. Provide for emergency shelter in the event inclement weather prevents transportation services.

#### B. Parent and Guardian Notification.

A copy of the School District school bus and bus stop rules will be provided to each family at the beginning of the school year or when a child enrolls, if this occurs during the school year. Parents and guardians are asked to review the rules with their students.

### V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class of drivers license and school bus endorsement for operating the type of equipment to which they are assigned. A person possessing a valid driver's license without a school bus endorsement may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

All school bus drivers shall be adequately prepared, both physically and mentally, each day to perform required duties. These shall include:

#### A. Operating the vehicle in a safe and efficient manner.

1. Safety. The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.
2. Defensive Driving. All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.
3. Driving Adjustments. Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.
4. Emergency Doors. Emergency doors must be free and operable. Under no

circumstances may the doors be obstructed to prevent easy access.

5. Service Door. The service door of the bus must be closed at all times while the bus is in motion.

6. Overloads. The registration card identifies the maximum number of passengers in the vehicle. This limit cannot be exceeded. A driver shall call their supervisor or designated individual for instructions should a vehicle become overloaded.

7. Railroad Crossings. All vehicles used to transport must stop at railroad crossings, using required procedures, whether they are loaded or empty. School buses shall not activate the eight-way lights; four-way hazard lights are to be used before stopping and when crossing the tracks.

8. Speeding and Other Moving Violations. No bus will travel faster than road, traffic and weather conditions safely permit, regardless of the posted speed limit. Any driver convicted of a moving violation with a school bus will face disciplinary action. Other reports or warnings regarding speeding will result in suspension and/or termination.

9. Smoking Prohibited. Smoking by either the driver or the passengers is prohibited on any school bus, Type III vehicle, or on school property.

B. Conduct thorough pre-trip and post-trip inspections of the vehicle and special equipment.

1. Bus Inspections. Drivers are required to make pre-trip inspection of the bus before each trip. Failure to do so is a violation of State law. Defects are to be reported in writing. Drivers are required to check their buses for students, vandalism and article left on the bus after each route segment.

2. Safety Equipment. All drivers are responsible for ensuring that the necessary safety equipment is aboard the bus, including fire extinguisher, first aid kit, bodily fluids cleanup kit, flashlight, reflectorized emergency warning device, and any additional items required by the District. Drivers of vehicles for disabled students will ensure all student health information cards are on board the bus.

3. Bus Cleaning. Drivers are required to keep the interior of their buses swept and free of trash at all times.

4. Fueling. The driver is responsible for ensuring that his or her assigned vehicle is adequately fueled before leaving the yard. Smoking is prohibited in the fueling area. The engine shall be turned off while fueling.

C. Ensuring the safety, welfare and orderly conduct of passengers while on the bus. (See Section II).

D. Meeting emergency situations in accordance with operating procedures. (See Section V).

E. Communicating effectively with school staff, students, parents/guardians, law enforcement officials and the motoring public.

1. Relations with Students. Bus drivers will treat students with respect and will refrain from any conduct which is intended or could be perceived as demeaning, intimidating or harassing.

2. Relations with School Officials. School officials can and will be of considerable assistance to drivers. They are trained in the education of students and it is in their best interest that control and discipline be maintained on the bus. Therefore, it is very important drivers have good relationships with the school officials and give them full

cooperation.

3. Relations with the Public. It is important to remember that to the general public, the driver represents the School. Buses are one of the most visible vehicles on the road. Drivers must deal with students, parents, and other motorists in a polite, professional and considerate manner.

4. Student Discipline. Although drivers are responsible for maintaining order on the bus, drivers must always remember that the types of actions they may use are limited. Drivers must never, under any circumstances, use corporal punishment. Drivers have no authority to deny a child the privilege of riding the bus, or drop the student at other than the designated stop. Any denial of bus-riding privileges can come only from the school authorities.

5. Route Changes. No driver is to make changes in the pickup or drop-off schedule for his or her route without prior authorization. No stops are to be added, deleted or moved without approval. No driver may deviate from the established routes without prior permission except as required by an emergency or temporary road condition.

6. Route Problems. Any problems, of whatever kind, encountered by a driver on the routes or trips should be brought to the attention of the designated individual as soon as possible.

7. Unauthorized Passengers. Only authorized passengers may be transported in a bus. Any other passenger must be specifically approved.

8. Notice. It is the responsibility of the driver to check for notices each day and to check with his or her supervisor regularly.

F. Completing required reports.

It is the responsibility of the driver to completely fill out and timely turn in all reports, discipline referrals, time cards, and mechanical defect slips as required. This includes all requirements pertaining to pre-trip inspections and stop-arm violation reports.

G. Completing required training programs successfully.

H. Providing maximum safety for passengers during loading and unloading.

1. Standees Prohibited. Standees are not allowed on a moving school bus. Drivers must not move a bus from a stopped position until all passengers are seated. Students are to remain seated until the bus has stopped.

2. Dangerous Article. No weapons or article that may be classified as dangerous, may be transported on a school bus. This includes any and all items. Possession of weapons on school property or the bus will not be tolerated. Companion dogs are allowed.

I. Wearing driver's seat belt whenever the bus is in motion.

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be reported to the Department of Public Safety pursuant to Department of Safety directions.

## VI. OPERATING RULES AND PROCEDURES

A. General Operating Rules.

1. ~~All routes shall be on file with the School District's School Transportation Safety Director.~~ School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety

Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the District shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points, the designated bus stop or at school, except in case of an emergency or as otherwise authorized.
4. The parent/guardian may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
5. Students who misbehave severely may be returned to the school immediately and reported to the Building Principal or other designated individual.
6. Safety evacuation drills for the student-passengers shall be conducted at least twice a year.
7. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in the bus the driver shall stop the bus, remove the ignition key, set the brakes and otherwise render the bus immobile. The driver should not leave the vehicle unless required to do so for business relating to the safe transportation of students or an emergency.
8. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flag man in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic.
9. When arriving or leaving the school grounds, the driver must not follow closer than 50 feet from the vehicle directly in front of the bus or closer than 500 feet when traveling on the highway.
10. No school bus shall pull any trailer when students are being transported on regular routes to or from school.
11. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus but may send two responsible students to the nearest house to summon help. The driver may also request a passing motorist or other adult to summon help.
12. The District may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.
13. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

B. Use of Signals, Loading or Unloading:

- ~~1. The driver shall activate the flashing light system of the bus at least 300 feet before stopping to load or unload students when outside and incorporated municipality, and 100 feet when operating within an incorporated municipality, and shall not extinguish such lights until loading or unloading is completed and persons who must cross the roadway or highway are safely across.~~

2. Bring the vehicle to a complete stop in the right hand lane of the roadway parallel to the center line.
3. Prior to discharging students, open door, activate red flashing lights and extend the stop arm. Discharge students only after traffic (front and rear) has come to a complete stop.
4. Keep door open and eight light system operating until all student have been loaded or unloaded safely.
5. The driver should avoid loading or unloading students where the view is obstructed to other motorist for 200 feet in either direction.
6. The driver will not permit students to stand or get off the bus while it is in motion.
7. The driver will bring the bus to a full stop and disengage gears by shifting gear shift lever into neutral position or selector into neutral or park position before loading or unloading students.
8. Buses shall load and unload students only at designated locations.
9. Certain crossings are exempt from the use of 8-way signals, these stops and rationale are defined in Moorhead Administrative Policy 721.1 School Bus Stops.

#### C. Crossing Highways and Streets:

1. The driver shall be responsible for safely delivering the student who must cross the highway or street by one of the following methods:
  - a. Students shall pass approximately 10 feet in front of the school bus so as to be seen by the driver and cross the road only upon receiving a hand signal from the driver, or
  - b. The student shall pass approximately 10 feet in front of the bus so as to be seen by the driver and be conducted across the road by the school bus patrol, or
  - c. The driver shall visually ascertain that students getting off the bus who do not need to cross the road are a safe distance from the bus before moving the vehicle.

#### D. Type III Vehicles.

1. Any vehicle designed to carry more than 10 passengers must meet all legal requirements for a school bus and cannot be treated as a Type III vehicle. Any Type III vehicle used to transport students must carry all emergency equipment listed in Section IV. B. 2. If District-owned, the District name will be clearly marked on the side of the vehicle. All school-owned Type III vehicles will be properly licensed, insured, and inspected.
2. Students will not be regularly transported in private vehicles. However, private vehicles may be used for convenience or in an emergency. The District has no system of inspection for private vehicles.
3. All drivers of Type III vehicles will be licensed drivers and will be familiar with use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

### VII. SCHOOL BUS DRIVER TRAINING

#### A. Training and Evaluation.

All new bus drivers must complete district approved pre-service training, including in vehicle (actual driving) instruction before transporting students and shall meet the

competence specified by the Department of Public Safety. All school bus drivers shall receive a minimum of eight hours of in-service training annually. The following driver training standards represent the minimum areas of training which each driver must receive prior to entering service to the school district. The school district shall forward to the Commissioner of Public Safety the certification of in-service training, including the number of hours and certification of competency for each driver.

The school district shall retain on file an annual individual school bus driver evaluation certification form for each school district driver as contained in the Model School Bus Driver Training Manual. Drivers with a Class D license will also be evaluated annually and all bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" as contained in the Model School Bus Driver Training Manual.

#### 1. Pre-Trip Inspection:

Both new and experienced drivers must be familiar with the elements of the mandatory pre-trip inspection required under Minnesota law including:

The engine compartment -- belts, valves, fluid leaks  
 Engine start, warning lights, gauges, horn  
 Fuel level  
 Brakes -- pedal reserve and air/vacuum gauges  
 Interior -- seats, floor, lights  
 Electrical charging system  
 Emergency door  
 a. smooth latch operation  
 b. alarm buzzer  
 Entrance door operation  
 Lift door operation and alarm  
 Lift equipment for wheelchairs  
 Wheels, service brakes, emergency brake  
 Exterior lights -- headlights, brake lights, market lights, turn signals  
 Exhaust system  
 Windows, windshield, and inspection sticker  
 Eight-light system and stop arm  
 Emergency equipment -- first aid kit, bodily fluids cleanup kit, flashlight, reflectors, two-way radio

#### 2. Fundamentals and Techniques of School Bus Driving: The driver training program must include:

Relevant laws  
 Rules of the road and School District safety policies  
 Defensive driving  
 Driving in inclement weather conditions  
 a. reduced visibility -- rain, snow, fog  
 b. wet roads  
 c. icy roads  
 Dealing with pedestrians and students in traffic  
 Operation of the manual or automatic transmission  
 The use of the drive train for stopping the school bus

Situations where the hand brake will and will not stop a moving bus  
 Steering and turning techniques  
 Right and left turn maneuvers  
 Gauging the speed of other vehicle on cross streets  
 Use of mirrors  
 Merging into traffic  
 Visual perceptions  
 Safe following distances  
 Safe backing procedures  
 Use of the eight light system and Moorhead Administrative Policy EEBB - A regarding its use  
 Loading and unloading procedures  
 Knowledge of the danger zone concept  
 Policies and Procedures for grade level railroad crossings  
 Emergency use of the public address system  
 Response to an approaching emergency vehicle while unloading  
 Leaving the bus unattended at school sites

### 3. Special Education Transportation

Special education transportation requires skills and abilities that exceed those required to provide normal school bus service. Drivers will be familiar with:  
 What to do in a medical emergency  
 Handling of wheelchairs  
 Operation of lift equipment  
 Proper use of wheelchair securement devices  
 School District policies on the use of seat belts on designated students  
 Handicapping conditions  
 Responsibilities of the bus driver and the bus aide  
 School District policy in situations where a responsible person is not available to receive a student

### 4. Emergency Procedure:

Drivers must be prepared to deal with emergency situations while operating on routes and field trips. Included in these emergency situations are mechanical breakdown, fire, accident, or passenger injury.  
 Drivers are to receive training in:

Identifying the degree of an emergency before beginning an evacuation  
 Identifying a safe evacuation/unloading area  
 Preplanning emergency evacuations for both conventional and lift buses  
 a. front, rear, and both door evacuations  
 b. evacuation of special education students  
 c. evacuation of physically disabled students and students using wheelchairs  
 d. placement of students in a safe location;  
 e. Cooperation in emergency evacuation drills  
 Mechanical breakdowns  
 a. stop bus in safe location  
 b. keep passengers in bus if safe to do so  
 c. take steps to warn motorists  
 d. radio or call for assistance

How to secure the school bus and place emergency triangles  
 Use of the two-way communication system in an emergency  
 When it is appropriate to evacuate the school bus  
 How to supervise an emergency evacuation  
 Emergency evacuation of the disabled  
 Special considerations when evacuating a lift bus  
 Lifting techniques for handling disabled students in an emergency situation  
 Priorities when dealing with injured passengers  
 How to use the school bus first aid kit

Use and operation of the fire extinguisher  
 Dealing with other motorists and the police  
 Use of emergency reflectors and hazard lights  
 Control of exposure to blood-borne pathogens  
 Use of body fluid cleanup kits  
 School District policy on medical emergencies  
 Recognition and handling of epileptic seizures  
 How to respond if a passenger has a weapon on the bus

#### 5. First Aid/CPR

All drivers must demonstrate proficiency in first aid including the Heimlich Maneuver and CPR. This may be shown by current certification in CPR and first aid by the American Red Cross or American Heart Association or American Heart Association or equivalent.

#### 6. Private or Confidential Student Information

Types of student data that are considered private or confidential under Minnesota Statutes

#### 7. Student Discipline

Creating a positive attitude on the school bus  
 Oral and visual communications skills between the driver and the passenger  
 Dealing confidently with a disruptive student  
 District discipline policy  
 Developing and enforcing workable rules  
 Incident report forms  
 District policy on possession of weapons by a student  
 District policy on sexual, racial and religious harassment/violence  
 District policy on smoking

#### 8. Human Relations

Appropriate driver behavior  
 Sensitivity to a diverse student population Sensitivity to handicapped conditions  
 Relations with parents/guardians and school staff  
 Working with a special education bus aide

#### 9. Chemical Abuse

How alcohol and/or drugs can affect driving skills  
 Drug-testing programs  
 State and federal requirements

#### B. Evaluation:

All drivers will be evaluated for the following competencies at least once annually:

1. Safely operate the type of school bus the driver will be driving
2. Understand student behavior including issues relating to student with disabilities
3. Ensure orderly conduct of students on the bus and handle incidents of misconduct appropriately
4. Know and understand relevant laws, rules of the road and local school bus safety policies
5. Handle emergency situations
6. Safely load and unload students, and
7. Demonstrate proficiency in first aid, Heimlich Maneuver, and CPR procedures.

### VIII. EMERGENCY PROCEDURES

#### A. Fire

In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.

#### B. Injuries/Medical Emergencies

Drivers will be familiar with first aid and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event an injured passenger is taken to the hospital, record the students' name and the name of the hospital where the student is sent.

#### ~~C. Tornado:~~

~~If there is likelihood that a tornado will hit a vehicle, and there is no escape route available or no time to drive to a safe location, the driver should evacuate the bus, taking the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the bus far enough away from the bus so that the bus will not roll over on them and instruct them to cover their heads with their arms. If the students are wearing coats or jackets, these can be used to provide additional protection for their heads and bodies. Drivers should take only the first aid kit from the bus.~~

~~If drivers are on the road when they hear a tornado warning or spot a funnel, and there is not time to evacuate the students after stopping the bus, drivers should have the students assume the protective position, remaining in their seats, with their heads below the window level.~~

#### ~~D C.~~ Evacuation.

Drivers should evacuate buses only when there is danger of fire, collision or other potential hazard. Drivers should inform passengers that there is an emergency, and in very calm and precise terms, tell them exactly what they are to do. When safely possible, drivers will keep all evacuees a minimum of 100 feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.

#### ~~E. Accident:~~

~~In case of an accident, the driver should immediately assess students for injuries and begin any emergency first aid procedures if necessary. The driver must also notify the School District and law enforcement of any school bus accidents immediately.~~

~~Upon providing emergency care and notifying the District, the driver shall:~~

- ~~1. In cooperation with police officer and/or ambulance service, assist with the care of students.~~
- ~~2. See that all injured students receive proper medical care.~~
- ~~3. Determine facts pertaining to accident.~~
- ~~4. Call Transportation/District staff to give list of names and circumstances so they can begin calling parents.~~
- ~~5. Discuss the accident only with police and School District officials.~~
- ~~6. Record all students' names.~~
- ~~7. Not leave the scene of an accident until released by the driver's supervisor.~~

Before leaving for the day, the driver shall fill out an accident report. All bus accidents resulting in death, personal injury or apparent property damage of more than \$4,400 will be reported to the Department of Public Safety. A school bus involved in such an accident may not transport pupils until it has been inspected by or has received a waiver from the State Patrol. All bus accidents will be reported to the District's Superintendent of Schools.

**F. Cold Weather Stop:**

If a driver is stuck or stalled in cold weather, the driver should call for assistance and wait for help. The driver should avoid relying on the engine to provide heat for the driver and passengers as long as possible. If it is necessary to run the engine to provide heat, the driver will make sure the exhaust pipe is clear of snow, open windows for ventilation, and check passengers frequently for headaches or drowsiness.

**G. Dangerous Weapons:**

If a driver observes or learns that a passenger may have a dangerous weapon on the bus, he or she should remain calm and call for assistance using a predetermined code. The driver should give the location of the bus to the dispatcher, continue the route and wait for assistance. The driver should not inform the passenger suspected of having the weapon that he or she knows of the weapon.

**H. Lights:**

In an emergency stop, the driver should turn on the four-way hazard warning lights, and running or clearance lights.

**I D. Getting Assistance.**

Use the two-way radio communications system to get assistance. Drivers should report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.

**IX. VEHICLE MAINTENANCE STANDARDS**

A. All school vehicles and vehicles contracted to the School District shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the School District.

B. All school vehicles and vehicles contracted to the School District shall be inspected in accordance with legal requirements.

C. Daily pre-trip inspections shall be required and prompt reports submitted of defects to be immediately corrected.

**X. EXPENDITURES FOR SCHOOL BUS SAFETY ACTIVITIES**

A description of School District funds expended for school bus safety activities from student transportation reserved revenue is kept in the office of the Superintendent and is available for review. As required by law, these expenditures will be annually reported to the Commissioner of Children, Families, and Learning.

The School District's expenditures for transportation safety are incorporated by reference into this policy.

**XI. SCHOOL TRANSPORTATION SAFETY DIRECTOR**

The School Board has designated an individual to serve as the School District's School Transportation Safety Director. The school transportation safety director shall have day-to-day responsibility for pupil transportation safety, including transportation of nonpublic school children when provided by the district. The school transportation safety director will assure that this policy is annually reviewed. The name, address, and telephone

number of the school transportation safety director are on file with the superintendent. Any questions regarding student transportation or this policy should be addressed to the School Transportation Safety Director. Refer to Administrative Procedures 720.1: Special Education Transportation, 721.1: School Bus Stops and 721.2: Travel K - 12 Emergency Procedures.

**Legal References:**

Minnesota Statute 123B.90 School Bus Safety Training  
Minnesota Statute 123B.91 School District Bus Safety Responsibilities  
Minnesota Statute 123B.92 Transportation Aid Entitlement

**Cross References:**

Moorhead School Board Policy 420: Chemical Use/Abuse  
Moorhead School Board Policy 421: Employee Drug and Alcohol Testing  
Moorhead School Board Policy 632: Field Trips  
Moorhead School Board Policy 551: Student Discipline  
Moorhead School Board Policy 572: Drug-Free Workplace/Drug-Free School

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