



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

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.

S-119-BOS
27-March-2006

INDEPENDENT SCHOOL DISTRICT #152
Special School Board Meeting
Board Room 224 - Probstfield Center for Education
2410 14th Street South
Moorhead, Minnesota

March 27, 2006

4:30 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 _____

2. **SCHOOL BOARD/CENTRAL OFFICE TEAM WORK SESSION:** Nybladh

3. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 27, 2006**PAGE 2****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
MAP Assessment (Grds 2-9)	March 27-31		
Spec Ed Parent Adv Com	March 28	12 noon	PCE
Technology Committee	March 28	3:45 pm	MHS
End of Third Quarter	March 29		MHS
RAS PTAC	April 3	6:30 pm	Media Center
SGR PTAC	April 3	7 pm	Media Center
MAP Assessment (Grades 2-9)	April 3-13		
Continuing Educ Com	April 4	6:45 am	Village Inn
Schl Readiness Family Night	April 4	5:30-7 pm	PCE
Basic Skills Re-takes (Seniors)	April 4-6		
Indian Educ Parent Com	April 5	5 pm	PCE
Clay County Joint Powers Com	April 6	7 am	PCE
HMS PTAC	April 6	7 pm	Media Center
School Board	April 10	7 pm	PCE
EHS PTAC	April 11	7 pm	Media Center
Early Chldhd Adv Com	April 13	7 pm	PCE
Vacation/No School	April 14		
K-12 Staff Dev Day/No School	April 17		
MHS PTAC	April 17	6:30 pm	Conf Rm
Activities Council	April 18	7 am	MHS
Com Ed Appreciation Event	April 18	5 pm	PCE
Interagency Early Interv Com	April 19	12 pm	FSC
MCA-II Testing	April 19		MHS/RRALC
(Gr 10 Reading & Gr 11 Math)			
Health/Safety/Wellness Com	April 20	9:30 am	PCE
Instr and Curr Adv Com	April 20	7 am	PCE
School Board	April 24	7 pm	PCE
District Technology Committee	April 25	3:45 pm	PCE
MCA-II (Grs 3-8 Reading)	April 25-26		
Spring Play - "Noises Off"	April 27-30	7:30 pm	MHS

S-M-BOS
27-March-2006

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting
Board Room 224 - Probstfield Center for Education
2410 14th Street South
Moorhead, Minnesota

March 27, 2006

7:00 p.m.

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

ATTENDANCE:

Karin Dulski _____	Mike Siggerud _____
Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Carol Ladwig _____	Larry P. Nybladh _____

AGENDA

1. **CALL TO ORDER**

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

***** We Are Proud** of Moorhead Highlights dance team for placing first for their competitive kick routine at the St. Benedict Competition on January 21. They placed second at the Hawley Competition on January 14 and sixth at the Fargo North Competition on December 4 with that same routine. The Highlights won trophies for their jazz routine, taking first place at the Hawley Competition on January 14 and first at the St. Benedict Competition on January 21.

SCHOOL BOARD AGENDA - March 27, 2006

PAGE 2

The choreographer for the kick routine is Jamie Christianson, and the jazz choreographers and captains are Tracy Hoekstra and Hannah Seurer. Team members include Jessamy Alto, Tracy Hoekstra, Hannah Seurer, Lauren Cochran, Nicki Broadway, Aubrey Vesledahl, Rachel Grabill, Jamie Christianson, Addy Bolgrean, Emily Bolgrean, Brittany Just, Stephanie Dresser, Jess Overby, and Nikki Langdahl (Manager). The team is coached by Michelle Martin and Melanie Fierstine.

***** We Are Proud** of Horizon Middle School's 6th Grade Math Masters Team placed first out of 27 teams in the region competition on March 10 in Alexandria. Team members are Jonathan Haglund, Brett Danielson, Andrew Carlson, Maija Lindaas, Jens Hulden, and Gabe Wright (alternate).

Jonathan Haglund placed first place in the individual competition, Brett Danielson placed third individually, Andrew Carlson placed fourth individually and Maija Lindaas placed tenth. Barb Stack is the team's coach and Lois Brown is the gifted and talented coordinator at Horizon Middle School.

***** We Are Proud** of Ryan Sederquist, Horizon Middle School student, for being selected for membership in the Minnesota Band Directors Association (MBDA) Middle Level Honor Band for the 2005-06 school year. Sederquist was one of 74 students (and one of nine trumpet players) selected from over 331 students who auditioned this fall for a position in this group. Sederquist is a student of Denise Pesola, Horizon Middle School band teacher.

Students participating in the Honor Band worked with some of the finest music educators in the state as their section coaches and were conducted by Professor Jerry Luckhardt, band director at the University of Minnesota. The students rehearsed with Professor Luckhardt on February 25 and performed a concert on Sunday, February 26 at Wayzata High School.

- 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

SCHOOL BOARD AGENDA - March 27, 2006

PAGE 3

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 Grant - Page 7
- B. BUSINESS SERVICE MATTERS - Weston
 - (1) Approval of Gymnastics Agreement - Pages 8-11
- C. HUMAN RESOURCE MATTERS - Nielsen
 - (1) Acceptance of Resignations - Page 12
 - (3) Approval of Family/Medical Leave - Page 13
 - (4) Approval of Other Leave - Page 14
 - (5) Approval of Early Retirement - Page 15
- D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____
Comments _____

- 3. **LAND PURCHASE AGREEMENT:** Weston
Pages 16-24

Suggested Resolution: Move to approve the purchase of 40 acres more or less from the PROffutt Limited Partnership as described in the accompanying purchase agreement.

Moved by _____ Seconded by _____
Comments _____

- 4. **2006-2007 BUDGET REVIEW PRESENTATION:** Nybladh/Weston
Pages 25-33

SCHOOL BOARD AGENDA - March 27, 2006

PAGE 4

5. **2006-2007 PRELIMINARY STAFFING PLAN:** Kovash

Pages 34-36

Suggested Resolution: Move to approve the 2006-2007 Preliminary Staffing Plan as presented.

Moved by _____ Seconded by _____

Comments _____

6. **APPROVAL OF RESOLUTION FOR DISCONTINUING AND REDUCING PROGRAMS AND LICENSED POSITIONS:** Kovash

Pages 37-38

Suggested Resolution: Move to approve the resolution directing the administration to effect termination or reduction and non-renewal of licensed teacher contracts as listed.

Moved by _____ Seconded by _____

Comments _____

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

Pages 39-85

The Board will conduct a first reading of the following policies: Out-of-State Travel by School Board Members (216), Comparable Worth Review Process (403), Chemical Use/Abuse (420), Student Parental, Family and Marital Status Nondiscrimination (503), Protection and Privacy of Student Records (504), Enrollment of Nonresident Students (511), Corporal Punishment (552), Extended School Year for Students with Individual Education Plans (604), Home Schooled Students (608), Moorhead Area Public Schools Graduation Policy (640), Rental of District Musical Instruments (831), and Rewards (907).

8. **EARLY RISERS: SKILLS FOR SUCCESS PROGRAM PROPOSAL:** Kovash

Pages 86-90

Suggested Resolution: Move to approve the implementation of the Early Risers: Skills for Success Program for the Moorhead Area Public Schools elementary programs.

SCHOOL BOARD AGENDA - March 27, 2006

PAGE 5

Moved by _____ Seconded by _____
Comments _____

9. **COMMITTEE REPORTS**
10. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
11. **ADJOURNMENT**

SCHOOL BOARD AGENDA - March 27, 2006
PAGE 6

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
MAP Assessment (Grds 2-9)	March 27-31		
Spec Ed Parent Adv Com	March 28	12 noon	PCE
Technology Committee	March 28	3:45 pm	MHS
End of Third Quarter	March 29		MHS
 RAS PTAC	 April 3	 6:30 pm	 Media Center
SGR PTAC	April 3	7 pm	Media Center
MAP Assessment (Grades 2-9)	April 3-13		
Continuing Educ Com	April 4	6:45 am	Village Inn
Schl Readiness Family Night	April 4	5:30-7 pm	PCE
Basic Skills Re-takes (Seniors)	April 4-6		
Indian Educ Parent Com	April 5	5 pm	PCE
Clay County Joint Powers Com	April 6	7 am	PCE
HMS PTAC	April 6	7 pm	Media Center
School Board	April 10	7 pm	PCE
EHS PTAC	April 11	7 pm	Media Center
Early Chldhd Adv Com	April 13	7 pm	PCE
Vacation/No School	April 14		
K-12 Staff Dev Day/No School	April 17		
MHS PTAC	April 17	6:30 pm	Conf Rm
Activities Council	April 18	7 am	MHS
Com Ed Appreciation Event	April 18	5 pm	PCE
Interagency Early Interv Com	April 19	12 pm	FSC
MCA-II Testing (Gr 10 Reading & Gr 11 Math)	April 19		MHS/RRALC
Health/Safety/Wellness Com	April 20	9:30 am	PCE
Instr and Curr Adv Com	April 20	7 am	PCE
School Board	April 24	7 pm	PCE
District Technology Committee	April 25	3:45 pm	PCE
MCA-II (Grs 3-8 Reading)	April 25-26		
Spring Play - "Noises Off"	April 27-30	7:30 pm	MHS

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.109



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Education Minnesota Foundation Grant
DATE: March 6, 2006

A grant has been awarded to Moorhead Area Public Schools for "Parent-Child Early Literacy Night" from the Education Minnesota Foundation for Excellence in Teaching and Learning for \$3,000.00

Early Intervention Services, Early Childhood Family Education, Head Start, and Partners in Learning have collaborated to develop a "Parent-Child Early Literacy Night" in order to assist parents and caregivers in the enrichment of their child's life with early literacy skills. The Parent-Child Pre Literacy Nights are planned for October of 2006, February of 2007, and April of 2007. Families will participate in three different activities which they select from a choice of five activities. The activities include: a story reading demonstration, a literacy based motor and music activity, a literacy based art project, a cognitive enrichment activity, and a story recall activity.

SUGGESTED RESOLUTION: Move to accept the Education Minnesota Foundation Grant for the "Parent-Child Early Literacy Night" for \$3,000.00

LAK/kmr



To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services *mw*

Date: March 14, 2006

RE: Gymnastics Lease

Attached with this memo please find an agreement between Fargo Public School District #1 and Independent School District #152 relating to gymnastic equipment and facilities rental. This agreement is unchanged from the current agreement and calls for a duration of three years, running from January 31, 2006 until January 31, 2009.

After discussion with Mr. Don Hulbert it is our recommendation that the School Board approve the attached agreement with no changes.

Please contact me should you have any questions regarding this matter.

Suggested Resolution: Move to approve a three-year rental agreement with the Fargo Public School District for a gymnastic facility located at 1840 15th Avenue South in Fargo, North Dakota at a total rental rate of \$10,000.00 per year. The period of such rental shall be from January 31, 2006 until January 31, 2009.

MLW:mde
Attachment

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2006 by and between Fargo Public School District #1 (hereinafter referred to as FARGO), and Independent School District 152 (hereinafter referred to as MOORHEAD);

WITNESSETH:

WHEREAS, FARGO will own a gymnastics facility located at 1840 15th Avenue South, Fargo, ND, and is desirous of leasing space to MOORHEAD for a gymnastics program; and

WHEREAS, MOORHEAD provides gymnastics equipment and a competitive gymnastics program for students attending its schools and is interested in leasing space from FARGO in order to promote and support its gymnastics; and

WHEREAS, the parties believe it is to their mutual advantage to share gymnastic equipment and facilities as provided for herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, it is hereby agreed by and between the parties as follows:

1. **Facilities** The facility will be a practice and competition facility for all but the very large meet(s).

MOORHEAD will have use of the facility for the sixteen weeks during gymnastics season. The hours of 3:30 p.m. to 9:30 p.m. will be reserved for school district teams during the season and on dates and at the times specified on weekends for junior varsity and varsity practice and on the dates and hours as necessary for all scheduled meets and competition. MOORHEAD shall have the right to use the facility at such other times as is mutually agreed upon among the parties.

After season competition and/or training will be available to high school participants. The program for off season training of high school athletes will be provided by American Gold. MOORHEAD will work with American Gold to insure appropriate staffing by encouraging its coaching staff to continue working during off season as an employee of American Gold.

Scheduling for this facility, including the high school in-season schedule, will be accomplished by a management committee with representation from all organizations renting the facility.

Resolution of differences, should it become necessary, will be submitted to an arbitration panel comprised of the business manager of the schools sharing in this lease agreement, as well as a representative of American Gold.

2. **Equipment** Attached hereto as Exhibit ____ is a list of the gymnastics equipment owned

by MOORHEAD which will be located or installed at the facility and at all times remain the property of MOORHEAD. Each of the parties shall supplement the list from time to time as new equipment is purchased and located at the facility. During the hours that MOORHEAD has the right to use the facility, it shall also have the right to use the equipment of all other parties.

3. **Trampoline** The facility will have an in-floor trampoline in its program. MOORHEAD reserves the right to limit student access to the trampoline. If requested, the trampoline will be covered in such a manner that it will not be usable by the MOORHEAD athletes.
4. **Maintenance** FARGO will provide all maintenance for the building. Inspection and repair of all equipment shall be a shared expense. MOORHEAD agrees to pay FARGO operational costs for heat, electricity, water, sewer, and custodial services in the amount of \$2,000 per year during the term of this Agreement. That sum will be adjusted annually on January 1 of each year using the December Consumer Price Index escalator.
5. **Term of Agreement** The term of this contract will be three years, beginning January 31, 2006 and terminating January 31, 2009. MOORHEAD agrees to pay the sum of \$8,000 on or before March 1st of each year during the term of the contract. This amount is in addition to the operating costs contained in No. 4 above.
6. **Insurance** Each of the parties shall carry casualty insurance covering its equipment. Each of the parties shall carry liability insurance including athletic participants, with policy limits of \$500,000. All insurance policies shall be issued by companies authorized to do business in the State of Minnesota. In addition, each policy of liability insurance shall name the other party as an additional insured. MOORHEAD shall, at the time of the execution of this Agreement, and on the anniversary of its liability insurance policy thereafter, deliver to FARGO a copy of its liability insurance policy or a certificate of insurance which policy or certificate shall provide that FARGO will receive notice at least ten days in advance of the cancellation of such policy by the insurance company. MOORHEAD shall be responsible for supervision and insuring the actions of their employees or agents during all times of equipment use. Fargo will not be responsible for the actions of MOORHEAD on equipment when MOORHEAD is using shared equipment.
7. **Hold Harmless** MOORHEAD shall defend, indemnify and hold FARGO harmless from and against any claim, loss, expense or damage to any person or property in or upon the facility arising out of MOORHEAD's employees, agents or officers' actions. FARGO shall defend, indemnify and hold harmless from and against any claim, loss, expense or damage to any person or property in or upon the facility arising out of FARGO'S use of or occupancy of the facility, use of shared equipment, or any act or neglect of FARGO'S employees or agents.

8. **Moorhead's Responsibilities** MOORHEAD shall have the following responsibilities concerning the use of the facility and other matters:
- a) During all gymnastics meets or competitions conducted by MOORHEAD, MOORHEAD shall hire and compensate all judges, scorers, and ticket sellers.
 - b) MOORHEAD may charge and collect admissions for all MOORHEAD sponsored gymnastics meets and competitions. MOORHEAD will retain all income from such admission charges.
 - c) MOORHEAD will provide the use of its gymnastics equipment to the facility during the term of this Agreement, including times when school is not in session.
9. **Binding Miscellaneous** This constitutes the entire agreement between the parties. This Agreement may be amended only in writing signed by both parties. This Agreement shall be binding upon the parties hereto, their successors and assigns.
10. No party may assign the contract to any third party without the agreement of FARGO.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the day and year first above written.

FARGO PUBLIC SCHOOL DISTRICT NO. 1

By: _____

INDEPENDENT SCHOOL DISTRICT NO. 152
(Moorhead Public Schools)

By: _____

HUMAN RESOURCE

MEMO #: HR .06.097



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nybladh, Director of Human Resources
SUBJECT: Resignation
DATE: March 21, 2006

The administration requests the approval of the resignation of the following person:

Tracey Branden Paraprofessional, Ellen Hopkins Elementary, effective March 24, 2006.

Gary Huck Bus Driver, effective March 31, 2006.

SUGGESTED RESOLUTION: Move to approve the resignation of Tracey Branden and Gary Huck presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.096



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nelson, Director of Human Resources
SUBJECT: Family/Medical Leave
DATE: March 21, 2006

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

Kim Brewster SLD Teacher, High School, to begin approximately June 7, 2006.

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

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.095



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nelsen, Director of Human Resources
SUBJECT: Other Leave
DATE: March 21, 2006

The administration requests Other Leave for the following people:

Frank Zebley Transportation, effective April 10, 2006 for the remainder of the 2005-2006 school year.

Jeannine Zebley Transportation, effective April 10, 2006 for the remainder of the 2005-2006 school year.

SUGGESTED RESOLUTION: Move to approve the Other Leave for Frank Zebley and Jeannine Zebley pursuant to Article VIII, Section 7 of the Bus Drivers/Bus Assistants Master Contract.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.098



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Early Retirement
DATE: March 21, 2006

The administration requests approval of retirement for the following person:

Virginia Ingebretsen Custodian, Horizon Middle School, effective April 30, 2006.

SUGGESTED RESOLUTION: Move to approve the Early Retirement of Virginia Ingebretsen as presented.

RN/smw



To: Dr. Larry P. Nybladh, Superintendent

From: Mark Weston, Assistant Superintendent of Business Services *MLW*

Date: March 20, 2006

RE: Purchase of Land

Under your administrative leadership, throughout the school improvement process and ultimate referendum initiative, three principles were promoted. These three principles were: Efficiency, Effectiveness and Equity. It would be hard to argue that the district did not obtain all three principles with the work that has been done over the past four years. As we look to the future it is important that the school district position itself to continue to achieve these three vital principles. Our current configuration and infrastructure provides for maximum operational efficiency and poises us both for status quo and potential decline in student enrollment. With your leadership vision, our district's goal has been to also position the district for future potential growth which may necessitate school construction, and to strategically secure future potential building sites, in collaborative effort with the City of Moorhead and private sector development partners, so as to spur additional community growth.

Over the past several months, school officials have been working with Moorhead city staff and private sector persons in an attempt to find suitable land for potential future school building sites. As various tracts of land were evaluated the following criteria were utilized: flood zones, cost of utilities and infrastructure, transportation, affordability, geographical considerations, and desirability of development around the new facility. With these criteria in mind, it is recommended that the school district enter into a purchase agreement with the PROffutt Limited Partnership as described in the accompanying purchase agreement. The proposed property is a forty-acre parcel located approximately a ½ mile east of Horizon Middle School. Please see accompanying map.

Regarding the financial implication of the proposed purchase, the district is currently fiscally capable of purchasing said property at an approximate price of \$200,000.00. Please contact me should you have further questions regarding the proposed purchase.

Suggested Resolution: Move to approve the purchase of 40 acres more or less from the PROffutt Limited Partnership as described in the accompanying purchase agreement.

MLW:mde
Attachments

PURCHASE AGREEMENT

1. PARTIES: This Purchase Agreement is made on _____, 2006, by and between PROffutt Limited Partnership, whose address is P. O. Box 7160, 700 South Seventh Street, Fargo, North Dakota 58103, as SELLER, and Independent School District No. 152, whose address is 2410 14th Street South, Moorhead, Minnesota 56560, as BUYER.

2. OFFER/ACCEPTANCE: Buyer offers to purchase and Seller agrees to sell real property legally described as follows, to-wit:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Fourteen (14), Township One Hundred Thirty-nine (139), Range Forty-eight (48), Clay County, Minnesota.

3. ACCEPTANCE DEADLINE: This offer to purchase, unless accepted sooner, shall be null and void at 11:59 P.M., _____, 2006.

4. PRICE AND TERMS: The price for the real property included in this sale is Two Hundred Thousand Dollars (\$200,000.00) which is based on a price of Five Thousand Dollars (\$5,000.00) per acre. The purchase price shall be due and payable in full in cash on the date of closing. The date of closing shall be on or before September 1, 2006, at the election of the Buyer, provided that the Seller will have provided an updated Abstract of Title to Buyer as set forth in paragraph 12 of this agreement.

5. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

(A) Building and zoning laws, ordinances, state and federal regulations;

(B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;

(C) Reservation of mineral rights by the State of Minnesota;

(D) Utility and drainage easements which do not interfere with existing improvements.

6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS: Real estate taxes and special assessment installments due and payable in 2006 shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing. Real estate taxes and special assessment installments due and payable in 2005 and all prior years are the responsibility of the Seller. Real estate taxes and special assessment installments due and payable in 2007 and thereafter are the responsibility of the Buyer.

In addition, the Seller shall pay all "Green Acres" taxes, if any, associated with the property.

In the event that this sale constitutes a "split" for real estate tax purposes, the Seller and Buyer agree to prepay the real estate taxes due and payable in 2006 on a prorata per acre basis to enable the Buyer to record the warranty deed transferring title at the time of closing.

7. DAMAGES TO REAL PROPERTY: If the real property is substantially damaged prior to closing, this Agreement shall terminate and the earnest money shall be refunded to Buyer. If the real property is damaged materially but less than substantially prior to closing, Buyer may rescind this Agreement by notice to Seller within twenty-one (21) days after Seller notifies Buyer of

such damages, during which 21-day period Buyer may inspect the real property, and in the event of such rescission, the earnest money shall be refunded to Buyer.

8. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES: Seller warrants that there is a right of access to the real property from a public right of way. Seller warrants that there has been no labor or material furnished to the property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed or contract for deed.

9. CONDITION OF PROPERTY: Seller certifies that Seller is not aware of any underground or above ground storage tanks located on or under the premises. The Seller further certifies that there are no water wells located on the property and that the premises do not contain any individual sewage treatment system.

10. DISCLOSURE OF NOTICES: Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

11. POSSESSION: Seller shall deliver possession of the property on the date of closing.

12. EXAMINATION OF TITLE: Within a reasonable time after acceptance of this Agreement, Seller shall furnish Buyer with an Abstract of Title or a Registered Property Abstract certified to

date including proper searches covering bankruptcies and State and Federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) days after receipt of the Abstract of Title or Registered Property Abstract either to have Buyer's attorney examine the title and provide Seller with written objections or, at Buyer's own expense, to make an application for a Title Insurance Policy and notify Seller of the application. Buyer shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written objections. Buyer shall be deemed to have waived any title objections not made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above.

13. TITLE CORRECTIONS AND REMEDIES: Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

(A) If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been

made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

(B) If notice is given and Seller proceeds in good faith to make title marketable but the 120-day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

(C) If Seller does not give notice of intention to make title marketable, or if notice is given but the 120-day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(1) Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:

(a) Seek damages, costs and reasonable attorney's fees from Seller as permitted by law (damages under this subparagraph (a) shall be limited to the cost of curing objections to title, and consequential damages are excluded); or,

(b) Undertake proceedings to correct the objections to title;

(2) Rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and all earnest money paid hereunder shall be refunded to Buyer.

(3) Damages from Seller including costs and reasonable attorney's fees, as permitted by law;

(4) Specific performance within six months after such right of action arises.

(D) If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the

following options, as permitted by law:

(1) Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;

(2) Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

(E) If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Seek damages from Seller including costs and reasonable attorney's fees;

(2) Seek specific performance within six months after such right of action arises.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

14. OPTION TO REPURCHASE: In the event that the Buyer desires to sell any part of the premises which are the subject of this agreement consisting of a parcel of ten (10) acres or more, then, before any such sale is completed to a third party, the Buyer shall provide the Seller notice of its intention to sell the portion of the premises consisting of ten (10) acres or more. Following written notice of the Buyer's intention, the Seller shall have a period of ninety (90) days thereafter to exercise the option to purchase such property at the same price set forth in Paragraph 4 of this agreement plus an additional sum equal to three percent (3%) per year, compounded each year, for every year between the date of closing and the date of any prospective sale to a third

party. If the Seller does not exercise this option in writing within the said 90-day time period, the option shall lapse, and the Buyer may proceed to sell to any third party of its choice upon any terms and conditions deemed acceptable to the Buyer.

15. NOTICES: All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1 above and, if mailed, are effective as of the date of mailing.

16. MINNESOTA LAW: This contract shall be governed by the laws of the State of Minnesota.

THIS IS A LEGALLY BINDING CONTRACT, BEFORE SIGNING, CONSULT A LAWYER.

We agree to sell the property for the price and terms and conditions set forth above.

Dated: 3-16-2006

SELLER:

PROFFUTT LIMITED PARTNERSHIP

By: [Signature] Its. [Signature]

We agree to purchase the property for the price and terms and conditions set forth above.

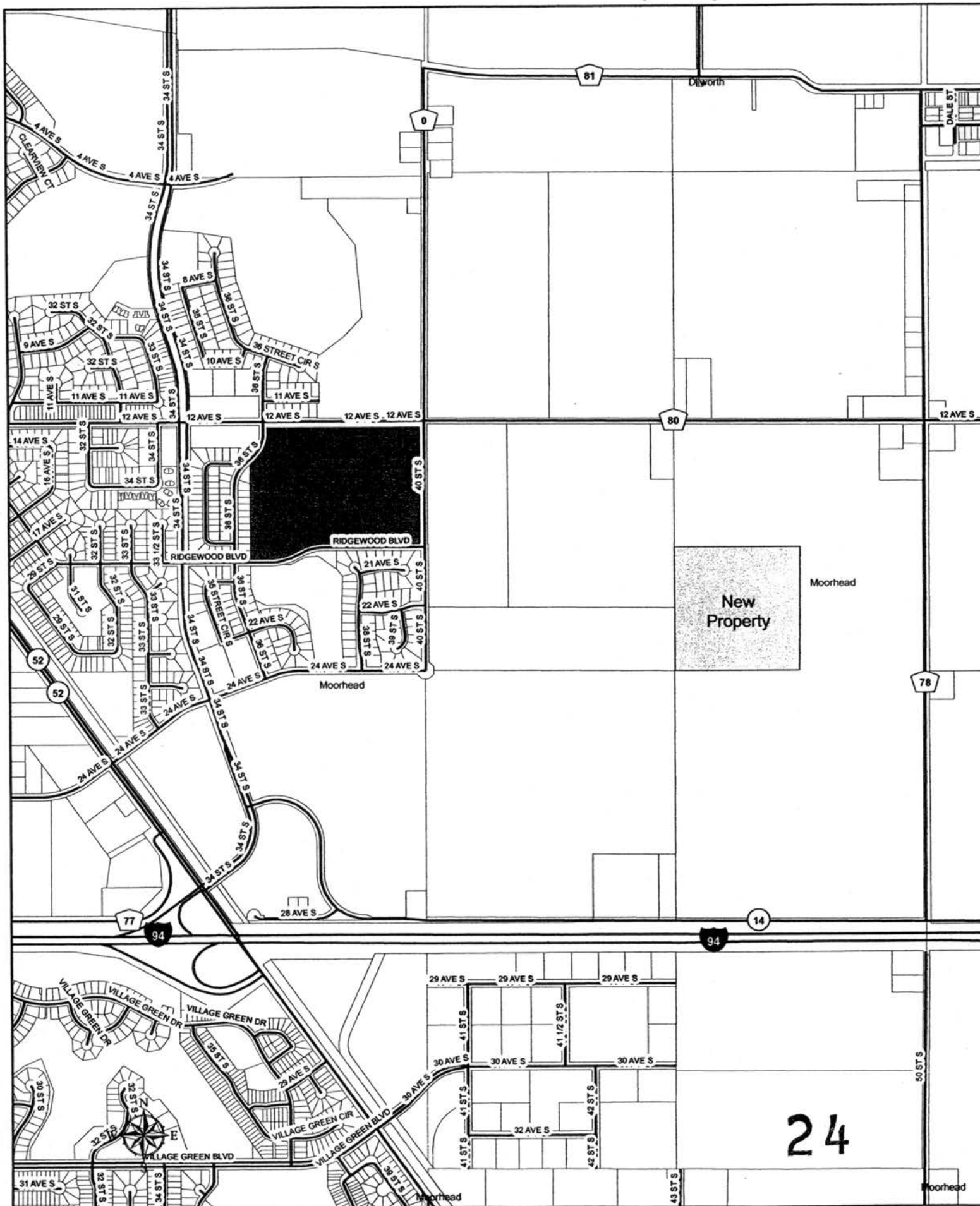
Dated: ~~3-16-2006~~

BUYER:

INDEPENDENT SCHOOL DISTRICT NO. 152

By: _____
Its _____

ISD 152 New Property



THIS MAP IS FOR REFERENCE PURPOSES ONLY.
CLAY COUNTY, MN IS NOT RESPONSIBLE FOR ANY
INACCURACIES HEREIN CONTAINED. THIS MAP IS IN THE
PUBLIC DOMAIN AND MAY BE COPIED WITHOUT PERMISSION.
CITATION OF THE SOURCE IS APPRECIATED.

MEMO #: S-06-090

TO: School Board

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

DATE: March 21, 2006

RE: 2006-2007 Budget Review Presentation

Attached please find information related to the 2006-2007 budget. A presentation will be provided at the March 27 School Board meeting.

LPN:mde
Attachments



Moorhead Area Public Schools

2006-2007 Budget Review

Dr. Larry P. Nybladh
Superintendent

March 27, 2006



Decision Timeline for 2006-07 AOP: Budget/Staffing

- Feb. 1 Intent to Return Deadline: Extended Leave
- Feb. 15 Intent to Return Deadline: One Year Leave of Absence
- Feb. 17 Retirement Notification Deadline
- Feb. 27 School Board Meeting: Acceptance of Retirements
- Feb. 27 School Board Meeting: Resolution Directing
Administration to Make Recommendations for
Reductions in Programs and Positions
- March 23 Cabinet Meeting
- March 27 School Board Meeting: Review of Preliminary Budget
and Preliminary Staffing Plan
- March 27 School Board Meeting: Resolution for Discontinuing
Programs and Positions



Decision Timeline for 2006-07 AOP: Budget/Staffing (continued)

- April 1 Application Deadline: Sabbatical and Extended Leave
Absence
- April 10 School Board Meeting: Resolution for Discontinuance of
Probationary/Provisional Licensed Teachers
- April 20 Request for Reasons Deadline (Probationary)
- April 24 School Board Meeting: Resolution for Discontinuance of
Tenured Teachers
- May 9 Request for Hearing Deadline (Tenured)
- June 12 School Board Meeting: Resolution for Approval of
Preliminary Budget
- Oct. 23 School Board Meeting: Resolution for Approval of
Final Budget



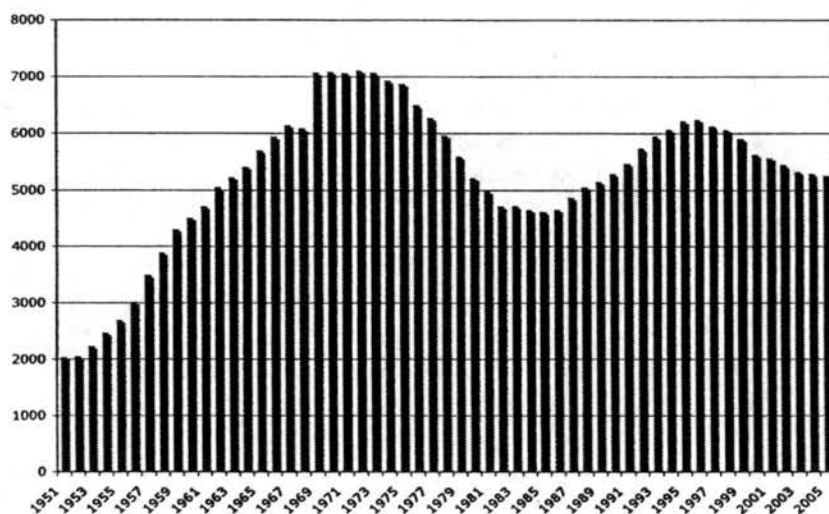
Factors Influencing 2006-2007 Budget

- **Continued enrollment decline**
- **Inadequate state and federal
funding**
- **Rising operational costs**
(i.e. health insurance, compensation,
energy costs, inflation)
- **State/federal mandates**
(i.e. special education, transportation, etc.)
- **Fund balance**



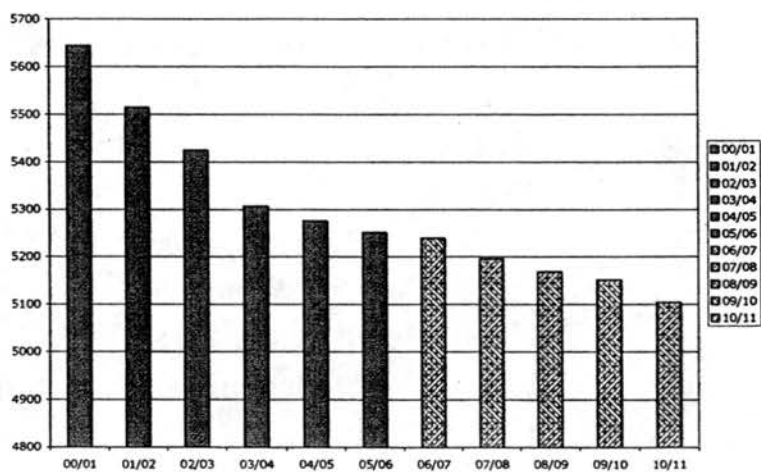
Enrollment Cycles

Yearly Enrollment



Enrollment Decline

Grades K-12





2006-2007 Preliminary Budget Process Goals

- Minimize increases in class sizes
- Minimize impact on educational enhancements
- Minimize instructional staff reductions
- Balance revenue shortfall with fund balance reduction
- Position district for the future



2006-07 Preliminary Budget Assumptions

Revenue:

- State formula allowance per pupil unit at \$4,974
- Other state sources increased 2 percent
- 2 percent increase in federal funding



2006-07 Preliminary Budget Assumptions

Expenditure:

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



Preliminary Budget Situation 2006-2007

Projections:

Beginning Fund Balance	\$10,003,779
Revenues	\$47,627,459
Expenditures	\$48,505,154
Deficit	\$(877,695)
Ending Fund Balance	\$9,126,084



The Future ...

**“Deficit spending is not
a sustainable activity.”**

Hopes:

- State and federal revenue enhancements
- Student enrollment growth

Fears:

- Expenditure reductions
- Local revenue enhancements

GENERAL FUND (01) TRANSPORTATION FUND (03) CAPITAL OUTLAY (05)

LINE #		2002-03 ACTUAL	2003-04 ACTUAL	1.02		1.02	
				2004-05 ACTUAL	2005-06 PROJECTED	2006-2007 PROJECTED	2007-2008 PROJECTED
	Formula Allowance per Pupil Unit	4,601	4,601	4,601	4,783	4,974	5,073
	Enrollment (Nov. 2004 Projections)	5,425	5,307	5,276	5,252	5,240	5,196
REVENUES:							
General Fund							
1	Property Taxes	(37,731)	45,174	447,705	646,778	1,555,951	1,587,070
2	Interest	98,239	59,502	203,081	410,000	418,200	426,564
3	Tuition & fees	444,725	572,617	850,666	796,471	812,400	828,648
4	Other local sources	605,808	702,846	582,950	683,367	714,959	729,258
5	General ed aid	30,325,413	31,515,057	30,261,534	31,892,137	33,020,667	33,681,080
6	Tax credits/Border city aid	327,033	127,514	213,255	147,081	150,023	153,023
7	Non public transportation aid	138,344	114,532	89,355	91,142	92,965	94,824
8	Special ed aid, excess aid, pr yr adj	5,559,034	7,463,953	6,554,614	6,309,143	6,435,326	6,564,032
9	Secondary Vocational	224,420	(4,515)	(37,944)	0	0	0
10	Federal aids	2,106,127	2,636,543	2,891,736	2,837,073	2,824,821	2,881,317
11	Total General Fund	39,791,412	43,233,223	42,056,952	43,813,192	46,025,312	46,945,818
Operating Capital							
12	Operating Capital aid	1,330,640	1,291,398	1,278,554	1,055,724	850,755	867,770
14	Excess Referendum levy	1,800,000	0	0	0	0	0
15	Lease Levy	367,293	56,475	317,559	257,144	278,616	284,188
16	Interest Income	4,272	0	0	0	0	0
17	Head Start Rent		100,000	13,671	14,218	17,743	18,098
18	Sale of Property	0	1,984,368	206,334	0	0	0
19	Total Operating Capital	3,502,205	3,432,241	1,816,118	1,327,086	1,147,114	1,170,056
20	Health & safety levy	882,013	74,388	143,416	(38,342)	336,305	304,593
21	Health & safety aid	71,408	193,319	27,986	28,546	118,728	82,667
22	Total Health & Safety	953,421	267,707	171,402	(9,796)	455,033	387,260
23	Total Revenues	44,247,038	46,933,171	44,044,472	45,130,482	47,627,459	48,503,134
24	% CHANGE	-3.02%	6.07%	-6.15%	2.47%	5.53%	1.84%
25	\$ CHANGE	(1,376,139)	2,686,133	(2,888,699)	1,086,010	2,496,977	875,675
EXPENDITURES:							
26	Admin salaries	2,479,338	2,709,569	2,502,956	2,603,074	2,733,228	2,869,889
27	Admin fringe benefits	382,818	399,536	391,952	407,630	428,012	449,412
28	Admin supplies	19,226	13,466	13,654	14,286	14,715	15,156
29	Admin other	105,752	148,873	147,164	193,540	199,346	205,327
30	Instruct salaries (reg & voc)	13,385,608	13,775,693	14,098,328	14,779,538	15,518,515	16,294,441
31	Instruct fringe benefits	4,245,986	4,043,293	4,183,217	4,350,546	4,568,073	4,796,477
32	Instruct supplies	432,994	479,675	441,955	554,651	571,291	588,429
33	Instruct other	996,464	915,634	1,341,160	983,103	1,012,596	1,042,973
34	Spec ed salaries	7,598,994	7,691,158	7,868,898	8,183,654	8,592,837	9,022,479
35	Spec ed fringe benefits	1,701,835	1,692,894	1,735,692	1,805,120	1,895,376	1,990,145
36	Spec ed supplies	73,930	53,822	79,208	80,860	83,290	85,790
37	Spec ed others	987,243	985,362	1,152,631	1,094,180	1,127,010	1,160,820
38	Instruct support salaries	1,427,022	1,379,071	1,395,607	1,451,431	1,524,003	1,600,203
39	Instruct support fringe benefits	257,210	241,731	223,526	232,467	244,090	256,295
40	Instruct support supplies	101,709	91,143	99,801	109,760	113,050	116,440
41	Instruct support other	215,343	207,659	161,151	231,020	237,950	245,090
42	Pupil support salaries	776,428	792,827	821,113	853,958	896,655	941,488
43	Pupil support fringe benefits	179,560	176,543	187,535	195,036	204,788	215,027
44	Pupil support supplies	9,838	4,596	5,572	7,460	7,680	7,910
45	Pupil support other	52,398	10,189	12,960	10,800	11,120	11,450
46	Bldgs & grounds salaries	975,300	1,012,891	1,098,104	1,142,028	1,199,130	1,259,086
47	Bldgs & grounds fringe benefits	165,763	172,165	180,318	187,531	196,907	206,753
48	Bldgs & grounds energy exp	653,075	799,382	1,362,923	1,650,000	1,699,500	1,750,485
49	Bldgs & grounds supplies	180,952	209,357	252,020	299,357	308,338	317,588
50	Bldgs & grounds other	175,511	175,377	140,585	206,660	212,860	219,246
51	Transportation salaries	397,547	359,065	388,667	404,214	424,424	445,646
52	Transportation benefits	70,367	65,188	54,817	57,010	59,860	62,853

32

general trsp cap rev exp 5% salaries.xls

3/22/2006 1:10 PM

LINE #	2002-03 ACTUAL	2003-04 ACTUAL	2004-05 ACTUAL	2005-06 PROJECTED	2006-2007 PROJECTED	2007-2008 PROJECTED
53 Transportation contracted services	1,698,961	1,836,775	1,713,014	1,789,066	1,842,738	1,898,020
54 Transportation purchased services	66,681	50,182	(339)	62,696	64,577	66,514
55 Transportation supplies	195,451	214,215	251,455	320,666	330,286	340,195
56 Transportation equipment	0	125,737	151,149	76,000	78,280	80,628
57 Transportation other	24,265	24,375	26,920	27,328	28,148	28,992
58 Early retirement pay	0	0	0	0	0	0
59 Fringe benefits	0	0	0	0	0	0
60 Property/ Casualty Insurance	212,226	199,171	237,448	242,614	249,892	257,389
61 Total General Expenditures	40,245,795	41,056,613	42,721,161	44,607,282	46,678,563	48,848,635
62 Op cap special assessments	9,346	10,332	4,945	299,153	17,629	18,158
63 Op cap Leases	367,466	400,282	336,940	291,223	299,960	308,959
64 Op cap Telephone/telecomm	65,531	72,964	70,885	77,517	79,843	82,238
65 Op cap Bldg Discretionary	47,432	26,979	12,412	40,018	41,219	42,455
66 Op cap Athletics	9,119	10,591	7,980	9,834	10,129	10,433
67 Op cap Textbooks	122,557	406,243	199,477	281,309	320,000	335,000
68 Op cap Music	9,020	14,388	12,715	13,113	13,506	13,912
69 Op cap Media	56,012	63,151	42,389	43,714	45,025	46,376
70 Op cap Maint Eq	20,572	0	0	0	0	0
71 Op cap Vehicles	68,448	0	0	0	0	0
72 Op cap Eq Contingency/copiers	20,107	12,587	15,556	16,599	17,097	17,610
73 Op cap Technology Staffing	87,448	91,256	94,928	100,504	104,524	107,660
74 Op cap Technology Plan	701,976	336,055	619,329	470,094	484,197	498,723
75 Op cap Bldg Const/Maint Plan	458,116	387,188	682,266	566,206	264,100	272,023
77 Op cap Pool Construction	0	157,513	603,633	0	0	0
77a Op Cap Purchase of Land	0	0	361,287	0	200,000	0
78 Total Operating Cap Expenditures	2,043,150	1,989,531	3,064,742	2,209,284	1,697,229	1,753,546
79 Health & Safety Physical Hazard	68,764	181,896	201,352	30,900	31,827	32,782
80 Health & Safety Hazardous Subst	16,812	2,909	20,876	15,450	15,914	16,391
81 Health & Safety Environmental Mgmt	10,587	21,294	23,895	41,200	42,437	43,710
82 Health & Safety Asbestos	394,909	439,303	172,207	92,050	15,914	16,391
83 Health & Safety Fire Safety	35,126	9,894	17,411	22,592	23,270	23,968
84 Health & Safety Indoor Air Quality	32,352	7,032	5,033	0	0	0
85 Total Health & Safety Expenditures	558,550	662,328	440,774	202,192	129,362	133,243
86 TOTAL EXPENDITURES	42,847,495	43,708,472	46,226,677	47,018,759	48,505,154	50,735,424
87 % Change	4%	2%	5.8%	2%	3%	5%
88 \$ Change	1,821,683	860,977	2,518,205	792,082	1,486,396	2,230,270
89 REV OVER EXP (EXP OVER REV)						
90 General Fund	(454,383)	2,176,610	(664,209)	(794,090)	(653,251)	(1,902,817)
91 Operating Capital	1,459,055	1,442,710	(1,248,624)	(882,199)	(550,115)	(583,490)
92 Health & Safety	394,871	(394,621)	(269,372)	(211,988)	325,671	254,017
93 Total Rev Over Exp (Exp over Rev)	1,399,543	3,224,699	(2,182,205)	(1,888,277)	(877,696)	(2,232,290)
94 BEGINNING FUND BALANCE						
95 General Fund	7,275,518	6,807,672	8,984,282	8,320,073	7,525,982	6,872,731
96 Operating Capital	1,811,301	3,558,368	5,001,078	3,752,454	2,870,256	2,320,140
97 Health & Safety	88,651	483,522	88,901	(180,471)	(392,459)	(66,788)
98 Total Beginning Fund Balance	9,175,470	10,849,562	14,074,261	11,892,055	10,003,779	9,126,084
99 Transfer From General Fund	0	0	0	0	0	0
100 Transfer to Operating Capital	0	0	0	0	0	0
101 Transfer From Fund 22	274,549	0	0	0	0	0
102 ENDING FUND BALANCE						
103 General Fund	\$6,807,672	\$8,984,282	\$8,320,073	\$7,525,982	\$6,872,731	\$4,969,914
104 Operating Capital	\$3,558,368	\$5,001,078	\$3,752,454	\$2,870,256	\$2,320,140	\$1,736,650
105 Health & Safety	\$483,522	\$88,901	(\$180,471)	(\$392,459)	(\$66,788)	\$187,229
106 Total Ending Fund Balance	\$10,849,562	\$14,074,261	\$11,892,055	\$10,003,779	\$9,126,084	\$6,893,794
108 As a % of Expenditures	25.32%	32.20%	25.73%	21.28%	18.81%	13.59%

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.114



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Preliminary Staffing Plan
DATE: March 21, 2006

Attached are the preliminary staffing plans for licensed and non-licensed staff along with a projection for average class sizes. There will be a reduction at the middle level (Grades 6-8) to reflect declining enrollment of approximately 50 students. The high school staffing (Grades 9-12) will remain the same with an approximate increase of 30 students. The elementary staffing will increase 2.5 FTE to reflect balanced class sizes. The elementary (K-5) enrollment is projected to be about the same.

The reductions in the federal program/grants reflect a projected reduction in Title I funding and other federal grants. Positions may be reinstated as funds permit.

SUGGESTED RESOLUTION: Move to approve the 2006-07 preliminary staffing plan.

LAK/kmr
Attachment

The following chart provides information regarding the average class sizes at each grade level. The district annual plan provides for class sizes within the following parameters.

Student to Teacher Ratios

Grade Level	00-01	01-02	02-03	03-04	04-05	05-06	06-07
Elem K-3	25:1	25:1	25:1	25:1	25:1	25:1	25:1
Elem 4-5	28:1	29:1	29:1	29:1	29:1	29:1	29:1
Jr High	28:1	30:1	30:1	30:1	30:1	30:1	30:1
Sr High	28:1	30:1	30:1	30:1	30:1	30:1	30:1

K-3 class size ratio will be less than listed above due to special state and federal legislation. Secondary staffing for elective classes will require a minimum student enrollment of 20.

Average Class Size

	00-01	01-02	02-03	03-04	04-05	05-06	Projected 06-07
	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size	Average Class Size
Kind	21	21	20	21	22	22	22
Grade 1	19	20	22	21	24	24	22
Grade 2	24	23	22	24	24	25	24
Grade 3	26	28	23	24	26	25	26
Grade 4	28	28	27	25	26	26	24
Grade 5	28	28	28	26	26	26	26
Grade 6	29	27	28	27	26	29	28
Grade 7				29	29	26	25
Grade 8				30	26	26	27
District Average K-6	25	25	24	24	25	25	23.88
District Average 6-8				29	27	27	26.6

**** The class size average is based on October 1 enrollment.**

Licensed Staff	2005-06 Actual	2006-07 Budget	Increase (Decrease)
-----------------------	---------------------------	---------------------------	--------------------------------

Elementary (K-5)	83.5	86	2.5
Middle School (6-8)	58	56	-2
Senior High (9-12)	71.7	71.7	0
Alternative Education	8.7	8.7	0
Special Education	113.247	112.747	-0.5
Federal Programs/Grants *	17.75	15.25	-2.5
ESL	6.528	6.528	0
Elementary Art	3	3	0
Elementary Music	6.7	6.7	0
Elementary Physical Education	6.246	6.246	0
Gifted and Talented	2.5	2.5	0
Administrative	10	10	0
Media Specialists	5	5	0
Counselors	11	11	0
School Nurses	2	2	0
Supervisory	7	7	0
Total Licensed Staff	412.871	410.371	-2.5

Non-Licensed Staff

Administrative	2	2	0
Supervisory	9	9	0
Paraprofessionals	155.2153	155.2153	0
Non-Aligned/TCI	27.75	27.75	0
Clerical	48.025	48.025	0
Custodial	33	33	0
Total Non-Licensed Staff	274.9903	274.9903	0

*The total FTE may fluctuate due to funding Title I, II, V and additional grant positions

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.115



TO: Dr. Larry Nybladh

FROM: Lynne Kovash *LK*

SUBJECT: Resolution for Discontinuing and Reducing Programs and Licensed Positions

DATE: March 21, 2006

Consider the attached resolution directing the administration to make recommendations to the School Board for the discontinuance and reduction of educational programs and positions as needed to reduce expenditures as a result of declining enrollment and financial limitations.

These reductions may be absorbed through teacher transfer, retirements and leaves.

<u>FTE</u>	<u>Licensed</u>	<u>School</u>
1.0	Physical Education	Horizon Middle School
1.0	Reading	Horizon Middle School
.5625	World Language	Moorhead High School
.375	Industrial Arts	Moorhead High School
.50	Special Education	District

SUGGESTED RESOLUTION: Move to approve the resolution directing the administration to effect termination or reduction and non-renewal of licensed teacher contracts as listed.

LAK/kmr
Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DISCONTINUING AND REDUCING EDUCATIONAL
PROGRAMS AND POSTIONS

WHEREAS, the School Board of Independent School Dist. No. 152 adopted a resolution on March 27, 2006 directing the administration to make recommendations for reductions in programs and positions due to decreasing enrollment and/or financial condition of the School District and

WHEREAS, said recommendations have been received and considered by the school board. BE IT RESOLVED, by the School Board of Independent School Dist. No. 152, as follows:

That the following programs and positions, or portions thereof, be discontinued at the end of the contract year 2005-2006.

<u>FTE</u>	<u>Licensed</u>
1.0	Physical Education
1.0	Reading
.5625	World Language
.375	Industrial Arts
.50	Special Education


The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote taken thereon, the following voted in favor thereof:

whereupon said resolution was declared duly passed and adopted.

MEMO #: S-06-089

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent



DATE: March 20, 2006

RE: First Reading of Policies

Attached please find the policies: Out-of-State Travel by School Board Members (216), Comparable Worth Review Process (403), Chemical Use and Abuse (420), Student Parental, Family and Marital Status Nondiscrimination (503), Protection and Privacy of Student Records (504), Enrollment of Nonresident Students (511), Corporal Punishment (552), Extended School Year for Students with Individual Education Plans (604), Home Schooled Students (608), Moorhead Area Public Schools Graduation Policy (640), Rental of District Musical Instruments (831), and Rewards (907), for your review.

LPN:mde
Attachments

Board Policies

Out-of-State Travel by School Board Members

School Board Policy: 216

Section: 200 SCHOOL BOARD

Date Adopted: 3/10/2006

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to control out-of-state travel by Moorhead School Board members as required by law.

II. GENERAL STATEMENT OF POLICY

School Board members have an obligation to become informed on the proper duties and functions of a School Board member, to become familiar with issues that may affect the Moorhead Area Public Schools, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies that relate to their functions as School Board members. Occasionally, it may be appropriate for School Board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the School Board finds it proper for School Board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as School Board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the School Board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the School Board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the School Board's approved budget allocations, including attendance at workshops and conventions.

VI. ANNUAL REVIEW

This policy must be annually reviewed by the School Board.

Legal References:

Minnesota Statute 123B.09, Subd. 2 (School Board Member Training)

Minnesota Statute 471.661 (Out-of-State Travel)

Minnesota Statute 471.665 (Mileage Allowances)

Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)

Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

Cross References:

Moorhead School Board Policy 203: School Board Member Development

Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 12:15:47 PM
Erickson, Michelle

Board Policies

Comparable Worth Review Process

School Board Policy: 403

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE:

The purpose of this policy is to outline a review process for all new and existing job descriptions in order to ensure that the Moorhead Area Public Schools District is able to pass all tests outlined by the State of Minnesota guidelines on Comparable Worth/Pay Equity. The intent of the State of Minnesota Comparable Worth legislation is to equalize the pay of female and male dominated jobs at equal levels of responsibility and authority in the organization through the development of local norms.

II. POLICY:

The Moorhead Area Public Schools District will establish procedures to evaluate all new job descriptions and all existing job descriptions which experience a substantial change in order to pass all tests outlined by the State of Minnesota guidelines on Comparable Worth/Pay Equity.

III. PROCEDURES:

The Comparable Worth Committee, composed of the Superintendent, ~~the~~ Assistant Superintendent - of Teaching/ and Learning, ~~the~~ Assistant Superintendent - of Business Services, and ~~the~~ Director of Human Resources will develop administrative procedures to ensure that the policy of the School Board is followed and that the Moorhead Area Public Schools District will remain in compliance with the laws of the State of Minnesota in regard to Comparable Worth/Pay Equity. (Refer to Administrative Procedure 403.1)

Legal References:

~~Minnesota Statute 471.9981 (Pay Equity Compliance)~~

Minnesota Statute 471.991 (Definitions)

Minnesota Statute 471.992 (Equitable Compensation Relationships)

Minnesota Statute 471.993 (Compensation Relationships of Positions)

Minnesota Statute 471.994 (Job Evaluation System)

Board Policies

Chemical Use and Abuse

School Board Policy: 420

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 10/28/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The Moorhead School Board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The Moorhead School Board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the Moorhead Area Public Schools District in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with school district policies and respect to Drug-Free Workplace/Drug-Free School.
- B. It is the policy of this school district to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.
- C. Each school administrator shall establish a plan for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. It will be the responsibility of the superintendent or designee to collaborate with community agencies to address chemical abuse in the district and community.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

III. DEFINITIONS

- A. "Chemical abuse" means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.
- B. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school district's Drug-Free Workplace/Drug-Free School policy.
- C. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event or functions, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

A. Instruction.

- 1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. Each school shall have age-appropriate, and developmentally based activities that: drug and alcohol prevention and education programs for all students that address the legal, social, personal and health consequences of the use of chemicals, promote a sense of individual responsibility, and provide information about effective techniques for resisting peer pressure to use chemicals.

- a. address the consequences of violence and the illegal use of drugs, as appropriate;
- b. promote a sense of individual responsibility;
- c. teach students that most people do not illegally use drugs;
- d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
- e. teach students about the dangers of emerging drugs;
- f. engage students in the learning process; and
- g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.

3. Each school shall have programs of drug prevention, comprehensive health education, early intervention, pupil services, mentoring, or rehabilitation referral, which emphasize students' sense of individual responsibility and which may include: activities that involve families, community members and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.

- a. the dissemination of information about drug prevention;
- b. the professional development of school personnel, parents, students, law enforcement officials, judicial officials, health service providers and community leaders in prevention, education, early intervention, pupil services or rehabilitation referral; and
- c. the implementation of strategies, including strategies to integrate the delivery of services from a variety of providers, to combat illegal alcohol, tobacco and drug use, such as:
 - i. family counseling;
 - ii. early intervention activities that prevent family dysfunction, enhance school performance, and boost attachment to school and family; and
 - iii. activities, such as community service and service-learning projects, that are designed to increase students' sense of community.

4. Each school shall have drug abuse resistance education programs, designed to teach students to recognize and resist pressures to use alcohol or other drugs, which may include activities such as classroom instruction by uninformed law enforcement officers, resistance techniques, resistance to peer pressure and gang pressure, and provisions for parental involvement: disseminate drug and violence prevention information within the school and to the community.

5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.

6. Each school shall have drug and violence prevention activities that may include the following:

- a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
- b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with

students in support of youth drug and violence prevention activities under this policy that are implemented in the school.

c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.

e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use/Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location.

a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.

b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.

c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.

d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.

e. The Moorhead Area Public Schools school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.

2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:

a. The employee shall notify the building administrator or school counselor shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the students or parents, or providing a meeting between professional school staff and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.

b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56, and proposed for expulsion.

4. Searches by school district officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

1. The school district shall have a chemical abuse preassessment team designated by the Superintendent or designee.

The team will be composed of teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. 138.163.

DE. Consent

Any minor may give effective consent for medical, mental and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. EMPLOYEES

A. The Superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students and others about:

1. The dangers and health risks of chemical abuse in the workplace/school.
2. The school district's drug-free workplace/drug-free school policy.
3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry and/or assistance programs available to employees and/or students.

B. The Superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act of 1988 within ten (10) days after receiving notice of a conviction of an employee for a violation of a criminal drug statute occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the Superintendent.

Legal References:

Minnesota Statute 121A.25-11A.29 (Chemical Abuse)
 Minnesota Statute 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minnesota Statute 138.163 (Records Management Act)
 Minnesota Statute 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
 41 U.S.C. 701-707 (Drug-Free Workplace Act of 1988)
 20 U.S.C. 7101-71434 (Safe and Drug-Free Schools and Communities Act of 1994)

34 C.F.R. Part 85 (Government-wide Requirements for Drug-Free Workplace)

Cross References:

Moorhead School Board Policy 421: Employee Drug and Alcohol Testing

Moorhead School Board Policy 551: Student Discipline

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

Moorhead School Board Policy 5754: Search of Student Lockers, Desks, Personal Possessions, and Students Person

Moorhead School Board Policy 5765: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 9:17:51 AM
Erickson, Michelle

Board Policies

Student Parental, Family and Marital Status Nondiscrimination

School Board Policy: 503

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

A. Moorhead Area Public Schools provides equal educational opportunity for all students and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.

B. Moorhead Area Public Schools will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.

C. Moorhead Area Public Schools may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.

D. Moorhead Area Public Schools will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.

E. It is the responsibility of every school district employee to comply with this policy.

F. The Moorhead School Board has designated the Assistant Superintendent of Teaching and Learning as its Title IX Coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss it with the school building principal administrator and/or school building counselors Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. Any further inquiry or complaint should be referred to the district's School Superintendent and/or the district's human rights officer.

H. Any reports of unlawful discrimination under this policy will be handled, investigated and acted upon in the manner specified in district policy.

Legal References:

Minnesota Statute 363.01 et seq. (Minnesota Human Rights Act)
20 U.S.C. 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing regulations of Title IX)

Cross References:

Moorhead School Board Policy 501: Student Equal Education Opportunity
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence

Board Policies

Protection and Privacy of Student Records

School Board Policy: 504

Section: 500 STUDENTS

Date Adopted: 4/27/1982

Date Revised: 11/12/2001

Dates Reviewed: 10/27/97
11/12/01

I. PURPOSE

~~The school district~~ Moorhead Area Public Schools recognizes its responsibility in regard to the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. 1232g, et seq., (Family Educational Rights and Privacy Act) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Dates of Attendance

Date of attendance, as referred to in Directory Information, means the period of time during which a student attends or attended a school or schools in the school district. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

B. Dependent Student

A "dependent student" is an individual who during each of five (5) calendar months during the calendar year in which the taxable year of the parent begins:

1. is a full-time student at an educational institution; or
2. is pursuing a full-time course of instructional on-farm training under the supervision of an accredited agent of an educational institution or of a state or political subdivision of the state.

C. Directory ~~Information~~:

Directory information means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received and the most recent previous educational agency or institution attended. Directory information does not include personally identifiable data which references religion, race, color, social position or nationality. Data collected from nonpublic school students, other than those who receive shared time educational services, shall not be designated as directory information unless written consent is given by the student's parent or guardian.

D. Education ~~Records~~:

1. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term "education records" does not include:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary thereto which:

- (1) are in the sole possession of the maker thereof; and
- (2) are not accessible or revealed to any other individual except a temporary substitute for the maker of the record; and
- (3) are destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and
- (3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:

- (1) made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records that only contain information about an individual after he or she is no longer a student at the school district.

E. Eligible ~~s~~Student:

Eligible student means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

F. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

G. Legitimate ~~e~~Educational ~~i~~Interest:

Legitimate educational interest includes interest directly related to classroom instruction, teaching student achievement

and progress, discipline of a student and student health and welfare. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; or
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.

~~GH~~. Parent:

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

~~HJ~~. Personally identifiable:

Personally identifiable means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number; (e) a list of personal characteristics that would make the student's identity easily traceable; or (f) other information that would make the student's identity easily traceable.

~~IJ~~. Record:

Record means any information or data recorded in any way including, but not limited to, handwriting, print, ~~tape, film, microfilm and microfiche~~ computer media, video or audio tape, film, microfilm and microfiche.

~~JK~~. Responsibility ~~and~~ Authority:

Responsibility authority means the Superintendent, and/or other administrators such as an assistant superintendent, a principal, or other administrative supervisor.

~~KL~~. Student:

Student includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

~~LM~~. School ~~and~~ Official:

School official includes: (a) a person duly elected to the school board; (b) a person employed by the ~~Moorhead~~ ~~School~~ ~~Board~~ in an administrative, supervisory, instructional or other professional position; (c) a person employed by the ~~School~~ ~~Board~~ as a temporary substitute in a professional position for the period of his or her performances as a substitute; and (d) a person employed by, or under a contract to, the ~~School~~ ~~Board~~ to perform a special task such as a secretary, a clerk, an attorney or an auditor for the period of his or her performances as an employee or contractor.

~~MN~~. Summary ~~and~~ Data:

Summary data means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristics that could uniquely identify the individual is ascertainable.

~~NO~~. Other ~~and~~ Terms and ~~and~~ Phrases:

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received or maintained by a school district is public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which related to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of 20 U.S.C. 1232g and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of ~~p~~Parents and ~~e~~Eligible ~~s~~Students:

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of ~~11th and 12th~~ secondary grade students' names, addresses, and home telephone numbers to military recruiting officers.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in ~~the~~ Section XXI. COPIES OF POLICY ~~section~~ of this policy.

B. Eligible ~~s~~Students:

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent ~~r~~Required for ~~d~~Disclosure:

1. The school district shall obtain a signed and dated written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made; and

d. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

a. identifies and authenticates a particular person as the source of the electronic consent; and

b. indicates such person's approval of the information contained in electronic consent.

5. If the responsibility authority seeks an individual's informed consent to the release of private data to an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health related services provided by a school district that are subject to third party reimbursement.

56. Eligible student consent. Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. STATEMENT OF RIGHTS of this policy.

B. Prior ~~e~~Consent for ~~d~~Disclosure ~~n~~Not ~~r~~Required:

~~The school district Moorhead Area Public Schools~~ may disclose personally identifiable information from the education records of a student without written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To officials of other schools or school districts in which the student seeks or intends to enroll. ~~This provision shall serve as notice that the school district forwards education records on request to a school in which a student seeks or intends to enroll, and that the district will not further notify parents or eligible students prior to such a transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student~~

possessed or used a dangerous weapon, and with proper annual notice, suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act, and if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. 260B.171, unless the data are required to be destroyed under Minn. Stat. 120A.22, Subd. 7(c) or 121A.75.
~~Upon~~ On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with ~~the~~ Section XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA ~~section~~ of this policy.

3. To authorized representatives of the Comptroller General of the United States, the Secretary of the U.S. Department of Education, or an official or employee of the Department of Education acting for the Secretary under a delegation of authority, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

4. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means of payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution.

5. To state and local officials or authorities to whom such information is specifically required to be reported or disclosed by state statute ~~enacted prior to November 19, 1974;~~ adopted:

a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and the date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

6. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted. For purposes of this provision, the term "organizations" includes, but is not limited to, federal, state and local agencies and independent organizations.

7. To accrediting organizations in order to carry out their accrediting functions;

8. To parents of a dependent student ~~as defined in section 152 of the Internal Revenue Code of 1986;~~

9. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith; ~~and so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the~~

subpoena not be disclosed. In addition, if the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.

10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

11. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

12. Information the school district has designated as "directory information" pursuant to ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy.

13. To military recruiting officers pursuant to ~~the~~ Section XI. MILITARY RECRUITMENT ~~section~~ of this policy.

14. To the parent of a student who is not an eligible student or to the student himself or herself.

15. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent diseases or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

16. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
or

17. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the building administrator or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

18. To the building administrator where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a Superintendent under Minn. Stat. 260B.171, Subd. 3. The building administrator must notify the counselor immediately and must place the disposition order in the student's permanent education record. The building administrator also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the

building administrator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The building administrator may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the building administrator determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the building administrator must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

19. To the building administrator where the student attends if it is information from a peace officer's record of children received by a Superintendent under Minn. Stat. 260B.171, Subd. 5. The building administrator must place the information in the student's educational record. The building administrator also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The building administrator may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the building administrator determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the building administrator must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The building administrator must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the Superintendent of such action.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification:

Directory information is public except as provided herein.

B. Former Students:

The school district may disclose directory information from the education records generated by it regarding an individual who is no longer in attendance within the school district without meeting the requirements of Paragraph C of this Section. Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, the school district may disclose directory information from the education records generated by it

regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," Moorhead Area Public Schools may release records that only contain information about an individual obtained after he or she is no longer a student at the school district.

C. Present ~~s~~Students and Parents:

The school district may disclose directory information from the education records of a student without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually, give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in the Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy.

D. Procedure for ~~e~~Obtaining ~~n~~Nondisclosure of ~~d~~Directory ~~i~~Information:

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration:

The designation of any information as directory information about a student will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private ~~r~~Records:

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in the Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy, without the prior written consent of the parent or the eligible student.

B. Private ~~r~~Records ~~n~~Not ~~a~~Accessible to ~~p~~Parent:

In certain cases state law intends, and clearly provides, that certain information contained in the education records of

the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. 144.341 to 144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private ~~Records~~ ~~Not~~ ~~Accessible~~ to ~~Student~~

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential ~~Records~~

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or an eligible student.

B. Reports under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. 626.556, reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The data subject, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. 626.556, Subd. 11.

C. Investigative ~~Data~~

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected nonpublic or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement provided by the complainant to the school district.
3. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not

public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
4. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing the student, the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 127.26 et seq.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS

A. ~~The School District must~~ Moorhead Area Public Schools will release, ~~without parent or student consent,~~ the names, addresses, and home telephone numbers of secondary students enrolled in grades 11 and 12 to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- (1) may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
- (2) cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

C. A parent or eligible student has the right to refuse the release of the above information to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the responsible authority (building ~~principal~~ administrator) in writing by September 1 each year. The written request must include the following information:

- 1. Name of student and parent, as appropriate;
- 2. Home address;
- 3. Student's grade level;
- 4. School presently attended by student;
- 5. Parent's legal relationship to student, if applicable; and
- 6. Specific category or categories of information which are to be released to military recruiters;
- 7. Specific category or categories of directory information which are not to be released to the public, including military recruiters.

D. Annually, ~~the school district~~ Moorhead Area Public Schools will provide public notice by any means that are

reasonably likely to inform the parents and eligible students of the parent's or eligible student's right to refuse to release the names, addresses, and home phone numbers of secondary students ~~enrolled in the 11th and 12th grades~~ without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy also must be followed. Accordingly, to the extent the school district has designated the name, ~~address, phone number~~ and grade level of student as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers ~~as well as other members of the public~~.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure:

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this Section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure ~~is~~ Not ~~Prohibited~~:

1. Subdivision A. of this ~~Section~~ does not preclude the school district from disclosing personally identifiable information under ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

~~1a.~~ The disclosures meet the requirements of ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy; and

~~2b.~~ The school district has complied with the recordkeeping requirements of ~~the~~ Section XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING ~~section~~ of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students.

C. Classification of ~~disclosed~~ data:

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification:

The school district shall, except for the disclosure of directory information under ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy, or except for disclosures to a parent or student, inform the party to whom a disclosure is made of the requirements set forth in this Section.

XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING

A. Responsibility ~~Authority~~

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record ~~Security~~:

The ~~principal building administrator~~ of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or

confidentiality of student records.

C. Plan for ~~s~~Securing ~~s~~Student ~~r~~Records:

The building ~~principal~~ administrator shall submit to the responsible authority a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of ~~w~~Written ~~p~~Plan for ~~s~~Securing ~~s~~Student ~~r~~Records:

The responsible authority shall review the plans submitted pursuant to Paragraph C of this Section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C which shall be attached to and become a part of this policy.

E. Recordkeeping:

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student; and
 - b. the legitimate interests these parties had in requesting or obtaining the information;
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph B of ~~the~~ Section XII. LIMITS ON DISCLOSURE ~~section~~ of this policy, the record of disclosure required under this ~~S~~section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
 - b. the legitimate interests under ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy which each of the additional parties has in requesting or obtaining the information.
3. Paragraph (1) of Recordkeeping does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Paragraph B1(a) of ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy, or to requests for disclosures of directory information under ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the recordkeeping procedures of the school district.

5. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

(Continued)

Board Policies

Protection and Privacy of Student Records – Continued

School Board Policy: 504

Section: 500 STUDENTS

Date Adopted: 4/27/1982

Date Revised: 11/12/2001

Dates Reviewed: 10/27/97
11/12/01

(Continued)

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a ~~s~~Student, ~~or~~ an ~~e~~Eligible ~~s~~Student ~~or the Parent of an Eligible Student Who is Also a Dependent Student:~~

The school district shall permit the parent of a student or an eligible student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in ~~the~~ Section VI. DISCLOSURE OF PRIVATE RECORDS ~~section~~ of this policy.

B. Response to ~~r~~Request for ~~a~~Access:

The school district shall respond to any request pursuant to Subdivision A of this ~~S~~section immediately, if possible, or within ~~five (5)~~ ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays. ~~In the event the school district cannot comply with the request within the initial five (5) day period, the responsible authority shall so notify the requesting individual and the responsible authority may have an additional five (5) days within which to comply, excluding Saturdays, Sundays and legal holidays.~~

C. Rights to ~~i~~Inspect and ~~r~~Review:

The right to inspect and review education records under Subdivision A of this ~~S~~section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. ~~The right to obtain copies of the records from the school district where failure of the school district to provide copies would effectively prevent the parent or eligible student from exercising the right to inspect and review the education records. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.~~
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the educational records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of ~~r~~Request:

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of ~~s~~Student ~~r~~Records:

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records

may be inspected.

F. Records ~~e~~Containing ~~i~~Information on ~~m~~More ~~t~~Than ~~e~~One ~~s~~Student:

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to ~~i~~Inspect or ~~r~~Review:

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for ~~e~~Copies of ~~r~~Records:

1. The school district shall charge a reasonable fee for providing photo copies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies;
- c. any schedule of standard copying charges established by the school district in its normal course of operations;
- d. any special costs necessary to produce such copies from machine based recordkeeping systems, including but not limited to computers and microfilm systems; and
- e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be not more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

~~34.~~ The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.

~~45.~~ The school district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be the actual search/retrieval and copying costs, plus postage, if that is involved.

XV. REQUESTS TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Requests to ~~a~~Amend ~~e~~Education ~~r~~Records:

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy or other rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requester believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requester wishes the school district to make. The request shall be signed and dated by the requester.

2. The school district shall decide whether to amend the education records of the student in accordance with the request

within a reasonable period of time of receipt of the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall so inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B of this Section.

B. Right to a ~~H~~Hearing-

If the school district refuses to amend the education records of a student, the school district shall, on request, provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C of this Section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly, so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B of this Section shall:

a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of ~~H~~Hearing-

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A and B of this Section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal-

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minn. Stat. Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or

concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Superintendent or designee.

XVII. COMPLAINTS FOR NONCOMPLIANCE

A. Where to file Complaints:

Complaints regarding alleged violations of rights accorded parents and eligible students by 20 U.S.C. 1232g, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy and Regulations Office, U.S. Department of Education, Washington, D.C. 20202.

B. Content of Complaint:

A complaint filed pursuant to this Section must contain specific allegations of fact giving reasonable cause to believe that a violation of 20 U.S.C. 1232g and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to 20 U.S.C. 1232g. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Content of Notice:

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records;
2. That the parent or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate misleading, or otherwise in violation of the student's privacy or other rights;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. 1232g, and the rules promulgated thereunder;
5. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding protection and privacy of pupil records; and
6. That copies of the school district's policy regarding the protection and privacy of school records are located in the Superintendent's Office and the district Web site (www.moorhead.k12.mn.us).

B. Notification to parents of students having a primary home language other than English.

The school district shall provide for the need to effectively notify parents of students identified as having a primary home language other than English.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the Superintendent and the district Web site (www.moorhead.k12.mn.us).

Legal References:

Minn. Statute Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Statute 120A.22 (Compulsory Instruction)
 Minn. Statute 121A.75 (Sharing ~~Juvenile~~ Disposition Order and Peace Officer Records)
 Minn. Statute 121A.40 to 121A.56 (The Pupil Fair Dismissal Act)
 Minn. Statute 144.341-144.347 (Consent of Minors for Health Services)
 Minn. Statute 260B.171, sSubds. 3 and 5 (~~Delinquent Juvenile Records~~ Disposition Order and Peace Officer Records of Children)
 Minn. Statute 626.556 (Reporting of Maltreatment of Minors)
 Minn. Rules Pts. 1205.0100-1205.2000
 20 U.S.C. Sec 1232g et seq. (Family Educational Rights and Privacy Act)
 26 U.S.C. Secs. ~~4052~~ 151 and 152 (Internal Revenue Code)
 34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)
 "No Child Left Behind Act of 2001," P.L. 107-110
Gonzaga University v. Doe, 536 U.S. 273 (2002)

Cross References:

Moorhead School Board Policy 551: Student Discipline
 MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records - Privacy - Access to Data)

PUBLIC NOTICE

Independent School District No.152 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:

a. That parent or eligible student has a right to inspect and review the student's education records. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected.

b. That the parent or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. Such a request must be in writing, shall identify the item the parent or eligible student believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed and dated by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent. ~~One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school district as an administrator, supervisor, instructor, or support staff members (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school district has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility, and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress;~~

~~discipline of a student and student health and welfare.~~

d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the School Board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;

e. That the school district forwards education records on a request to a school in which a student seeks or intends to enroll, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and data regarding a student's history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C 1232g, and the rules promulgated thereunder. Said complaint should be directed to:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, DC 20202-4605.

ge. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records.

fh. That copies of the school district's policy regarding the protection and privacy of school records are located in the Superintendent's Office or the district's Web site (www.moorhead.k12.mn.us).

2. Independent School District No.152 has adopted a ~~s~~School ~~b~~Board policy in order to comply with state and federal laws regarding education records. The policy does the following:

a. It classifies records as public, private or confidential.

b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents or students to request the amendment of student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.

d. It establishes procedures and regulations for access to and disclosure of education records.

e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon request to the Superintendent.

4. Pursuant to applicable law, Independent School District No.152 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; date of birth; major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.

a. The information listed above shall be public information which the school district may disclose from the education records of a student.

b. Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.

c. In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent or eligible student must make a written request to the building principal within thirty (30) days after the date of the last publication of this notice. This written request must include the following information:

- (1) Name of student and parent, as appropriate;
- (2) Home address;
- (3) School presently attended by student;
- (4) Parents legal relationship to student, if applicable;
- (5) Specific category or categories of directory information which is not to be made public without the parent's or eligible students prior written consent.

5. Pursuant to applicable law, Independent School District No. 152 hereby gives notice to parents of ~~students enrolled in the 11th and 12th grades~~ secondary students and eligible students ~~enrolled in the 11th and 12th grades~~ of their rights regarding release of information to military recruiting officers. The school district must release, without parent or student consent, the names, addresses, and home telephone numbers of secondary students ~~enrolled in the 11th and 12th grades~~ to military recruiting officers within 60 days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD A PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY (BUILDING ~~PRINCIPAL~~ ADMINISTRATOR) BY SEPTEMBER 1 EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;
- (2) HOME ADDRESS;
- (3) STUDENT'S GRADE LEVEL;
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH IS NOT TO BE RELEASED TO MILITARY RECRUITERS.

(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITERS.

NOTICE: Refusal to release the above information to military recruiting officers alone does not affect the School District's release of directory information to the public, including military recruiting officers. In order to make any directory information about a student private, the procedures contained in the Protection and Privacy of Pupil Records Policy also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers, you also must notify the School District that you do not want this directory information released to any member of the public, including military recruiting officers.

INDEPENDENT SCHOOL DISTRICT NO. 152
MOORHEAD, MINNESOTA

Dated:
Signed:
Chair:

Board Policies

Enrollment of Nonresident Students

School Board Policy: 511

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

Moorhead Area Public Schools will participate in the Enrollment Options Program established by Minnesota Statute 124D.03. It is the purpose of this policy to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility: Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by Moorhead ~~a~~School ~~b~~Board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by ~~a~~School ~~b~~Board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statute 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph IIA, the school district may refuse to allow a pupil who is expelled under Section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment;

1. previous academic achievement of a student
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section ~~D~~ E of this policy.

D. Application. The student and parent or guardian must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Children, Families and Learning Education and send completed form to nonresident district by January 15 of each year. Following approval by the nonresident district, parents/guardians must notify the nonresident district by March 1 of their attendance commitment. Open enrollment web site: <http://efl.state.mn.us/ed/openenrol> or call 651/582-8471 (that enrollment form follows this policy). Forms are also available at from the Office Department of Teaching and Learning.

E. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the Superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The Superintendent may make further inquiries. If the Superintendent determines that the applicant should be admitted, he or she will notify the applicant and the School Board chair. If the Superintendent determines that the applicant should be excluded, the Superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statute 124D.03, ~~124D.07~~ or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minnesota Statute 120A.22, Subd. 8.

2. The school district may also terminate the enrollment of a nonresident student over 16 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statute 120A.22, Subd. 8.

Legal References:

Minnesota Statute 120A.22, Subd. 8 (Compulsory Instruction)
 Minnesota Statute 124D.03, ~~Subds. 3, 4, 6 and 7~~ (Enrollment Options Program)
 Minnesota Statute 124D.68 (High School Graduation Incentives Program)
 Minnesota Statute 121A.40 ~~to~~ -121A.56 (The Pupil Fair Dismissal Act of 1974)
 Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)
 Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

Cross References:

Moorhead School Board Policy 512: Tuition Fees
 Moorhead School Board Policy 551: Student Discipline
 Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Requirements Policy
 MSBA Service Manual, Chapter 5, Various Educational Programs

APPLICATION FOR ENROLLMENT SCHOOL DISTRICT ENROLLMENT OPTIONS PROGRAM

ED-01861-21

GENERAL INFORMATION AND INSTRUCTIONS: Kindergarten through twelfth grade students and pre-kindergarten children with disabilities may apply to attend a public school outside of their resident district (Minn. Stat. § 124D.03). Use one application for each student.

Parent/Guardian: Request school and program information from districts, visit schools, and ask questions of administrators, teachers, parents and students. You may also visit the Department of Education's Web Site at <http://education.state.mn.us> for information about school districts, schools and school programs. If you have questions or need assistance, call Enrollment Options at (651) 582-8471.

Once you decide to apply, you must inform the school your child is currently attending that you are applying to a non-resident district for enrollment.

Complete Section 1 and sign Section 2. Send the completed application to the **non-resident district (not to Department of Education)**. Applications must be sent to the non-resident district by **January 15** for enrollment beginning the following school year. If you miss the January 15 deadline, contact the non-resident district to determine if you are eligible for a waiver of that deadline.

You can expect to receive an approval or disapproval from the non-resident district by **February 15**. When you receive an approval of your application you must by **March 1** notify the non-resident district of your commitment to attend there the following school year.

SECTION 1: TO BE COMPLETED BY THE STUDENT'S PARENT OR GUARDIAN

Parent/Guardian Name (Last, First, M.I.)		Telephone Number Home: () - Work: () -	
Parent/Guardian Address		City/State/Zip Code	
Resident District		City	
District of Choice (Non-Resident School District)			
Student Name (Last, First, M.I.)		Birthdate Mo. Day Year	Gender <input type="checkbox"/> M <input type="checkbox"/> F
School Currently Attending or Last Attended	Grade (as of today's date)	Special Needs (optional)	
Reason for Request: (This does not affect your acceptance)		List school(s) choice(s) in non-resident district in order of priority 1. _____ 2. _____ 3. _____	
For Minneapolis students applying for the "Choice is Yours" plan, do you believe your child qualifies for free or reduced price lunch? No <input type="checkbox"/> Yes <input type="checkbox"/> Don't Know <input type="checkbox"/>			
Are you applying to other districts? No <input type="checkbox"/> Yes <input type="checkbox"/> If yes, which district(s): _____			

SECTION 2: PARENT/GUARDIAN VERIFICATION OF INFORMATION

I hereby verify that the above information is true and correct to the best of my knowledge and belief.

Signature - Parent/Guardian

Date

Non-Resident District: Complete Section 3. The non-resident district must notify parents/guardians by **February 15** of approval or disapproval of application. After receipt of commitment to attend, the non-resident district must notify the resident district by **March 15** of the student's intent to enroll. Copies of all disapproved applications must be sent to the Department of Education.

SECTION 3: TO BE COMPLETED BY THE NONRESIDENT DISTRICT

Date of Receipt of Application	District Name	District Number
Contact Person	Title	Telephone Number () -
<input type="checkbox"/> APPROVED ¹		<input type="checkbox"/> DISAPPROVED ²
Signature - Superintendent / Responsible Authority		Date
¹ On the basis of information provided in the above application, and with respect to district criteria, policies and procedures, the above student will be assigned for enrollment in _____ on _____ at _____ School Building Name Starting Date Grade Level Please visit the district offices at least ten (10) days prior to the above starting date for completion of all enrollment forms.		² The above district is unable to approve your request for enrollment for the following reason(s): <input type="checkbox"/> Lack of capacity in a building <input type="checkbox"/> Lack of capacity in a program <input type="checkbox"/> Lack of capacity in a class <input type="checkbox"/> Already reached enrollment set by law

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 10:43:44 AM
Erickson, Michelle

Board Policies

Corporal Punishment

School Board Policy: 552

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the Moorhead Area Public School District shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

III. EXCEPTIONS

School district employees may use reasonable force to correct or restrain a student only when necessary to prevent the child from injuring him or herself, others or property or to prevent bodily harm or death to another.

IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:

Minnesota Statute 123B.25 (Actions Against Districts and Teachers)

Minnesota Statute 121A.58 (Corporal Punishment)

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

Minnesota Statute 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross Reference:

Moorhead School Board Policy 551: Student Discipline

Board Policies

Extended School Year for Students with Individual Education Plans

School Board Policy: 604

Section: 600 EDUCATION PROGRAMS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

Title revision: Extended School Year for Students with Individualized Education Programs

I. PURPOSE

The purpose of this policy is to ensure Moorhead Area Public Schools' compliance with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary as part of a free appropriate public education in the least restrictive environment (FAPE/LRE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. It shall be the policy of the Moorhead Area Public Schools to provide an extended school year (ESY) for those students subject to IEPs when it is determined: services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

- ~~1. that the student will experience "significant regression" in the absence of an educational program;~~
- ~~2. the time required to relearn the skills lost is excessive; or~~
- ~~3. the effects of the breaks in programming are such as to prevent the student from attaining the state of self-sufficiency that the student would otherwise reasonably be expected to reach.~~

B. ~~The amount of and type of service for the extended service period will be that required to maintain performance on IEP goals.~~ Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;
2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions. In implementing the requirements of this section, the school district may not unilaterally limit the type, amount, or duration of those services.

Legal References:

Minnesota Rules Part 3525.2900, Subp. 1-G 0755

(Individuals with Disabilities Education Act), U.S.C., Title 20, 1401 et seq.

34 C.F.R. Part 300

Cross References:

Moorhead School Board Policy 602: Special Education Programs

Moorhead School Board Policy 603: Special Education Policies and Procedures

Board Policies

Home Schooled Students

School Board Policy: 608

Section: 600 EDUCATION PROGRAMS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Minnesota Compulsory Attendance Law (Minnesota Statute 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that their child acquires knowledge and skills that are essential for effective citizenship. (Minnesota Statute 120A.22, Subd. 1)

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district they reside in must provide instruction and meet requirements specified in Minnesota Statute 120A.22.

IV. IMMUNIZATION

As required in statute, the parent/guardian of a home-schooled child shall submit statements on the child's immunizations as required by law to the ~~Public School~~ Superintendent in the district in which the child resides by October 1st of each school year. (Minnesota Statute 121A.15)

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request as required by law, Moorhead Area Schools will provide textbooks, individualized instructional materials and standardized tests and loan or provide them for use by a home schooled child. The district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to Minnesota Statutes 123B.40-123B.48 for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, Moorhead Area Public Schools will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minnesota Statute 123B.44 and Minnesota Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minnesota Statute 123B.40-123B.48 for any of these purposes.

VII. ~~CLASS OFFERINGS~~ SHARED TIME PROGRAMS

A. A home schooled child who is a resident of the school district may enroll in classes in the district as a shared time pupil on the same basis as other nonpublic school students. The provision of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.

B. The school district may limit enrollment of shared-time pupils in such classes based on capacity of a program, class, grade level, or school building. The Moorhead School Board and administration retain sole discretion and

control over scheduling of all classes and assignment of shared time pupils in classes.

VIII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (where five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students (Minnesota Statutes 123B.36, Subd. 1 and 123B.49, Subd. 4). Home schooled students will be expected to meet Moorhead and Minnesota High School League Eligibility Rules, Moorhead's Student Code of Ethics, and required to pay Activity Fees at the same level as students enrolled in Moorhead Area Public Schools.

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

1. Minnesota State High School League sponsored activities (where six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League Bylaw 403.00. The approval of such an arrangement shall be at the discretion of the School Board.

a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.

b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.

c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.

2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the School Board to participate in the activity and the payment of any activity fees associated with the activity. However home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the School Board.

Legal References:

Minnesota Statute 120A.22 (Compulsory Instruction)
 Minnesota Statute 120A.24 (Reporting)
 Minnesota Statute 120A.26 (Enforcement and Prosecution)
 Minnesota Statute 121A.15 (Health Standards; Immunizations; School Children)
 Minnesota Statute 123B.36 (School Boards May Require Fees)
 Minnesota Statute 123B.40 (Declaration of Policy)
 Minnesota Statute 123B.41 (Definitions)
 Minnesota Statute 123B.42 (Textbooks, Individual Instruction Material, Standard Tests)
 Minnesota Statute 123B.43 (Use of Individualized Instructional Materials)
 Minnesota Statute 123B.44 (Provision of Pupil Support Services)
 Minnesota Statute 123B.45 (Payments for Contractual Obligations)
 Minnesota Statute 123B.46 (Administrative Costs)
 Minnesota Statute 123B.47 (Notice to Districts: Proration)
 Minnesota Statute 123B.48 (Limit on District Obligations)
 Minnesota Statute 123B.49 (Cocurricular and Extracurricular Activities)
 Minnesota Statute 123B.86 (Equal Treatment - Transportation)
 Minnesota Statute 123B.92 (Transportation Aid Entitlement)

Minnesota Statute 124D.03 (Enrollment Options Program)

Minnesota Rules Chapter 3540 (Textbooks, Individualized Instruction Materials, Standardized Tests)

Cross References:

Moorhead School Board Policy 511: Enrollment of Nonresident Students

Moorhead School Board Policy 530: Student Immunization Requirements

Moorhead School Board Policy 541: Student Activity Eligibility

Moorhead Administrative Procedure 541.1: Moorhead High School/Minnesota ~~State High School~~ League Activity Eligibility ~~Information Form~~

Moorhead School Board Policy 640: Moorhead Area ~~High~~ Public Schools Graduation Policy

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 11:28:45 AM
Erickson, Michelle

Board Policies

Moorhead Area Public Schools Graduation Policy

School Board Policy: 640

Section: 600 EDUCATION PROGRAMS

Date Adopted: 7/30/1985

Date Revised: 5/9/2005

Dates Reviewed: 4/1990

4/14/1994

6/8/1998

5/9/2005

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

Moorhead High School is a comprehensive high school. Diplomas are awarded to all graduates who meet the requirements established by the Moorhead School Board and the Minnesota Department of Education.

It is the policy of the Moorhead Area Public School District that all students must pass the Minnesota Basic Skills tests ~~in reading, mathematics and written composition~~ or the Minnesota Comprehensive Assessments Second Edition (MCA-II's) as per state requirements and must satisfactorily complete, as determined by the school district, all course requirements and graduation standards, as established by the School Board in order to graduate.

III. DEFINITIONS

A. "Course credit" is equivalent to a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Department" means the Department of Education.

C. "Unit" means a unit measuring education achievement based on successfully completing the requirements of a given course of study.

D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

E. "Individualized Education Program," or "IEP," means a written statement developed for a student eligible by law for special education and services.

F. "Limited English Proficient" or "LEP" students means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. TEST ADMINISTRATOR

Assistant Superintendent of Teaching and Learning shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the ~~the School~~ ~~to the~~ Board annually for approval.

V. REQUIREMENTS

A. All students must ~~pass the Minnesota Basic Skills tests in reading, mathematics and written composition as per state requirements in order to graduate;~~ satisfactorily complete, as determined by the school district, either the basic skills requirements for students enrolled in grade 8 before the 2005-06 school year or the MCA-II's for students enrolled in grade 8 for the 2005-06 school year.

B. Students beginning ninth grade in the 2004-2005 school year and later must successfully complete the following high school level course credits for graduation ~~as per state requirements~~:

1. Four credits of language arts;
2. Three credits of mathematics, encompassing at least algebra, geometry, statistics and probability sufficient to satisfy the academic standard;
3. Three credits of science, including at least one credit in biology;
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics, or three credits of social studies, encompassing at least United States history, geography, government and citizenship, and world history, and one-half credit of economics taught in a school's social studies or business department;
5. One credit in the arts; and
6. A minimum of seven elective course credits.

C. All students must satisfactorily complete the following required and elective standards, in accordance with the standards adopted by the school district:

1. 1 Credit School District Standards, Fitness (K-12)
2. .5 Credit School District Standards, Wellness
3. Maximum of 1 Credit 9th Grade Explore Class (Class of 2009)
4. Elective School District Standards
 - a. 8.5 Elective Courses and Standards -- Class of 2006
 - b. 10.5 Elective Courses and Standards -- Class of 2007 and 2008
 - c. 9.5 Elective Courses and Standards -- Class of 2009 and Beyond

D. A school district presently may retain its current graduation standards, which may have been based all or in part upon the former Profile of Learning content standards until the 2007-2008 school year. As of 2007-2008, the Minnesota Academic Standards must be fully implemented, and no students will be allowed to earn graduation credit unless they have completed the newly imposed Minnesota Academic Standards:

1. All students must complete all preparatory and high school content standards; and
2. All students must successfully engage in an appropriate number of standards. A student must:
 - a. Complete the required number of standards in grades 9-12. Twenty four total standards are required.

or

- b. Have met the requirements of an Individualized Education Program or Section 504 Accommodation Plan.

VI. MODIFICATION

Modifications in graduation requirements may be made by the ~~principal~~ building administrator or a child study team for specific students in compliance with Minnesota state statutes.

VII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07 upon meeting the following conditions:

1. All course, standards tests and credit requirements must be met.
2. The ~~principal~~ building administrator or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
3. The ~~principal's~~ building administrator's decision shall be in writing and may be subject to review by the Superintendent and School Board.

VIII. TRANSFER STUDENTS:

Students must attend Moorhead Area Public Schools for one semester immediately before they plan to graduate. All students must meet state and district requirements for graduation. An exemption to the district requirements of the 9th grade Explore Class may be made for student transfers during or after his/her freshman year. For purposes of placement and credit toward graduation requirements, students in grades 9-12 enrolling in Moorhead High School after a semester or more of attending a school other than Moorhead Area Public Schools must complete necessary forms and organize and submit documentation regarding the work which was completed and for which district credit is requested.

Documents should include:

1. Course descriptions and number of credits being requested.
2. Detail about the hours of instruction for each course for which credit is sought. Such hours should be equivalent to or greater than the number which would have occurred in the school district for the same or similar courses.
3. Evidence that the student sufficiently mastered the curriculum, including such items as standardized test results, subject tests, papers, and other examples of work.

The school district will review official transcripts from all schools. The district will determine the amount of credit awarded and/or the grades recorded on the district transcript. Grades may include pass, fail or letter grades.

Legal References:

Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Rule Parts 3501.0010 to 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 to 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Statute 120B.024 (Graduation Requirements; Course Credits)
Minnesota Statute 120B.07 (Early Graduation)
Minnesota Statute 120B.11 (School District Process)
Minnesota Rules Parts 3501.0505-3501.0635 (K-12 Standards)
20 U.S.C. 6301 et seq. (NCLB Act)

Cross References:

Moorhead School Board Policy 650: ~~Moorhead~~ School District System Accountability
~~Moorhead School Board Policy 651: Moorhead Area Public Schools Insurance of Preparatory and High School Standards~~
 Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
 Moorhead School Board Policy 656: Basic Skills Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Accommodation and LEP Students

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 11:30:41 AM
Erickson, Michelle

Board Policies

Rental of District Musical Instruments

School Board Policy: 831

Section: 800 BUSINESS SERVICES

Date Adopted: 7/1/1981

Date Revised: 5/13/2002

Dates Reviewed: 07/01/1988

07/25/1994

04/10/1995

12/13/1999

5/13/2002

I. PURPOSE

The purpose of this policy is to provide guidelines for rental of ~~district musical instruments~~ Moorhead Area Public Schools owned musical instruments.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board authorizes a rental fee of \$205 per instrument each semester for each child playing a school -owned instrument.

B. The requirement may be waived if any of the following circumstances prevail:

1. If a family cannot afford to pay the fee (as determined by the building ~~principal administrator~~ principal administrator by using the ~~Application for Educational Benefits (Free or Reduced-Price School Meals)~~ criteria).

2. In situations where students who provide their own musical instruments are asked to switch to a school-owned instrument to obtain a balance in instrumentation, no fee will be requested.

3. No student will be denied the right to participate in music because of any or all of the above.

C. Instrument Rental Agreement Form

An instrument rental agreement form is included as Administrative Procedure 831.1.

Moorhead Area Public Schools
my.moorhead.k12.mn.us

Printed: Tuesday, March 21, 2006 12:20:48 PM
Erickson, Michelle

Board Policies

Rewards

School Board Policy: 907

Section: 900 COMMUNITY RELATIONS

Date Adopted: 3/13/2006

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to authorize the Moorhead School Board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or school employees, volunteers, or School Board members as a result of their affiliation with the Moorhead Area Public Schools, or against school district property.

II. GENERAL STATEMENT OF POLICY

The School Board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, School Board members, or school district property. The School Board also believes that the fact that the School Board may offer a reward may have a deterrent effect on the commission of such crimes.

III. APPROVAL OF OFFERING OF REWARDS

The School Board shall approve the offering of any rewards by the school district. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

IV. ESTABLISHMENT OF PROCEDURES

The Superintendent shall be responsible for directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of a person who committed or conspired to commit the crime for which the reward was offered.

Legal References:

Minnesota Statute 123B.02, Subd. 22 (Reward)

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.116



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Early Risers: Skills for Success
DATE: March 21, 2006

Attached is a proposal for an early prevention program for early elementary students developed by the University of Minnesota. Early Risers is based on the premise that early, comprehensive, and sustained intervention is necessary to target multiple risk factors in children. The program has been developed over a 10 year period.

The Early Risers program has been recognized as an exemplary substance abuse prevention program by the Center for Substance Abuse Prevention (CSAP) National Registry of Effective Programs and a Substance Abuse and Mental Health Services Administrations (SAMSA) model program.

The intervention program was researched and evaluated using longitudinal data. The elementary schools in Moorhead will be a part of the continuing collected data and evaluative information.

Funding for the program will be through a variety of sources including funding through the University of Minnesota and alternative services delivery funding. Additional funding will be explored through mental health funding, additional grant funding, Safe and Drug Free School funding, and other options.

Jill Skarvold and Anne Moyano will present additional information to the board regarding the proposed early intervention program.

SUGGESTED RESOLUTION: Move to approve the implementation of the Early Risers: Skills for Success program for the Moorhead Area Public Schools elementary programs.

LAK/kmr
Attachment

MOORHEAD PUBLIC SCHOOLS
Moorhead, Minnesota

PROPOSAL FORM

NAME OF BUILDING: Robert Asp, SG Rienertsen Elementaries, Ellen Hopkins

TOPICS OF PROPOSAL: Early Risers: Skills for Success

SUBMITTED BY: Jill Skarvold

DATE: March 3, 2006

Lynne Kovash

DATE TO BE IMPLEMENTED: Apr 06

Anne Moyano

Kevin Kopperud

MaryJo Schmid

BUSINESS OFFICE REVIEW WITH COMMENTS ATTACHED:

PERSON RESPONSIBLE TO Anne Moyano, Kevin Kopperrud, MaryJo Schmid
RECOMMEND TO SUPERINTENDENT: Lynne Kovash

Recommendation (by person responsible):

Approve _____ Disapprove _____ Hold _____ Refer to Cabinet _____

Date _____

District Mission Statement: To develop the maximum potential of every learner to thrive in a changing world.

Complete a description of your program proposal. All ten (10) areas must be addressed. Information in support of your proposal should be as comprehensive as possible and must support the district philosophy.

1. Describe the proposal for funding.

Early Risers is a prevention program for children ages 6-10 years old and contains a system of support for families. The students selected for inclusion in this project are at high risk for early development of conduct problems and other behavioral problems. It is a research-based project that focuses on early, comprehensive, and sustained intervention and targets multiple risk factors. The program uses a targeted intensive intervention model in order to move high-risk children onto a more adaptive and successful path. Interventions include:

- child social skills training and strategic peer involvement
- reading and math instruction and educational enrichment activities
- family support, consultation and brief interventions to cope with stress
- proactive parent-school consultation
- contingency management of aggressive, disruptive, and noncompliant child behavior

2. Explain in detail the rationale or purpose of the proposal. This includes research that supports the proposal. (Please relate, if possible your rationale to the previously identified high priority problems of your school).

Early Risers has been developed over a 10-year period and has a significant research base to demonstrate the effectiveness of the program. The purpose of the program is to work with children who display early aggressive, disruptive, and/or socially inappropriate behaviors in order to impact their success in school, specifically demonstrating sustained academic achievement. Data gathered over the 10 years of implementation in more than 40 sites, show significant gains in

- social competence including improved social skills and social adaptability,
- significant gains in academic achievement,
- significant reductions in self-regulation problems in children w/most severe aggressive beh.
- improved methods for disciplining children by parents (who reported less parental distress)

SGR, Asp and Hopkins are working to identify students who are in need of early intervention in order to enable students to focus on learning and attain high level of academic achievement. SGR has implemented Student Assistance Teams (SAT) to address the at-risk behaviors of students and plan for interventions to assist the child in the school setting. Asp works to do this in in-house planning meetings. Hopkins is working to identify level of interventions for students who are at-risk. However, the time to address all the needs of the at-risk student is enormous and often the team struggles to find ways to support the child's level of need in social skills and overall social competence. This program has a family advocate who coordinates and provides services for the child-focused and family-focused components. The family advocate is responsible for delivering Early Risers programming to children and their parents year-round, at school and at home.

In the Early Risers program, 15 at-risk children are targeted for participation in the program that extends for three years of intensive child and family focused work.

3. State the negative implications if the proposal is not approved.

All schools (SGR, Asp, Hopkins) will continue to address the needs of the students as they have been, utilizing the SAT and in-house and/or child-study teams as well as direct referrals to the school counselor. Given the need for intensive family and child interventions in order to see significant achievement gains and changes in social/behavioral skills, current staffing will not be able support the child or family to the level that will significantly improve student outcomes in those areas.

4. List alternative actions if this proposal is not approved. (It is assumed that any alternative listed is less desirable than the proposal.)

Will request the Mental Health Collaborative to review ways to support the needs of at-risk children in a program that is child-focused and family-focused.

5. Estimate the cost implications of this proposal on the following chart.

PROPOSAL FORM:

Budget Implications

		Cost	Revenue	District Total Cost
2005-06	Year 1	\$ 9,000. sal	\$30,000. (UMn)	
		\$ 3,600. tel/comp		
		\$ 2,700. benef		
		\$ 45. wkrs comp		
	Total Yr 1	\$15,345.00	\$30,000.00	(\$14,655)

2006-07	Year 2	\$52,500. sal	\$35,700. (AS)	
		\$15,750. benef	\$30,000. (UMn)	
		263. wkrs comp		
		\$ 9,000. other exp	\$ 2,000. (AS)	
	Total Yr 2	\$77,513.00	\$67,700.00	\$9,813

2007-08	Year 3	\$53,000. sal	\$36,040. (AS)	
		\$15,900. benef	\$30,000. (UMn)	
		265. wkrs comp		
		\$ 9,000. other exp	\$ 2,000. (AS)	
	Total Yr 3	\$78,165.00	\$68,040.00	\$10,125

Total all years

\$5,283

6. Space implications (short/long range).
Principals at all buildings have identified space
7. Equity implications.
Each elementary site will implement the project,, resulting in equity of this program.
8. Technology implications.
There will be a need for computer and phone at each site. Within the budget there is allotted approximately \$1100 for technology needs at each site.
9. Suggested timelines for implementations.
April 2006 hire Social Worker; April 2006 begin selection of students
10. Who has been involved in this decision?
Lynne Kovash, Jill Skarvold, Anne Moyano, Kevin Kopperud, MaryJo Schmid
11. Other comments:
This project provides an opportunity to implement an early intervention model with little cost to the district over three years. During the three years of implementation, additional revenue sources (CTSS, county mental health) can be explored and even accessed during this time to determine financial sustainability. In addition, this project supports an early intervention model that fits with the service models that have pieces already in place in the district. It fully supports the work that is being done in the schools currently but provides the framework for targeting very intensive interventions to identified young children. The intensive work will allow this model to be explored further and to gather data to see if the outcomes do improve academic achievement of our young at-risk students when done over an extended period of time (3 years).

S-M 9-1305
10-April-2006

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting
Board Room 224 - Probstfield Center for Education
2410 14th Street South
Moorhead, Minnesota

April 10, 2006

7:00 p.m.

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

ATTENDANCE:

Karin Dulski _____	Mike Siggerud _____
Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Carol 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 girls hockey team for defeating Bemidji to win the Section 8 Championship and advance to the state hockey tournament. Moorhead lost the state quarterfinal game to Cloquet in an overtime game (2-1). In the consolation bracket Moorhead's season ended with a loss to Stillwater.

SCHOOL BOARD AGENDA - April 10, 2006
PAGE 2

Team members are Betsy Miller, Megan Morinville, Allie Bondy, Anna Lipetzky, Emily Thielges, Jenna Braun, Caitlin Braun, Ashley Stenerson, Carrie Johnson, Catherine Johnson, Kayla Penning, Karissa Monette, Jess Maher, Stacy Johnson, Mary Grosz, Katherine Dickerson, Mandy Oanes and Brook Bruggeman. Coaches are Jim MacFarlane and John Schultz.

***** We Are Proud** of eighth-grader Dakota Potter for placing second in the Region IV Forum Communications Spelling Bee in Fergus Falls on February 23. She advanced to the Multi-Regional State Spelling Bee on March 28.

Potter tied for fourth place at the Multi-Regional State Spelling Bee which is sponsored by Forum Communications. Potter is only the third student from Moorhead to have competed beyond the regional bee in the past 18 years. Lois Brown is the district Spelling Bee coordinator.

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

2. **CONSENT AGENDA**

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

- A. **TEACHING/LEARNING MATTERS - Kovash**
(1) Acceptance of Funding - Pages 9-10
(2) Acceptance of Grants - Pages 11-13
(3) Approval of Agreement - Pages 14-15
- B. **BUSINESS SERVICE MATTERS - Weston**
- C. **HUMAN RESOURCE MATTERS - Nielsen**
(1) Acceptance of Resignations - Pages 16-17

SCHOOL BOARD AGENDA - April 10, 2006

PAGE 3

- (2) Approval of Family/Medical Leave - Page 18
- (3) Approval of Other Leave - Page 19
- (4) Approval of Change in Contract - Page 20
- (5) Approval of New Employee - Page 21

D. SUPERINTENDENT MATTERS - Nybladh

- (1) Approval of March 13 and 27, 2006 Regular and March 27, 2006 Special Meeting Minutes - Pages 22-32
- (2) Approval of April Claims

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

Moved by _____ Seconded by _____
Comments _____

3. 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.)

Educational Enhancements - Kovash
Pages 33-34

4. EARLY INTERVENTION SERVICES STAFFING: Kovash
Pages 35-40

Suggested Resolution: Move to approve the 1 FTE early childhood special education teacher in the Early Intervention Services Program as presented.

Moved by _____ Seconded by _____
Comments _____

5. APPROVAL OF RESOLUTION RELATING TO TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACT OF PROBATIONARY TEACHERS:
Nielsen
Pages 41-44

SCHOOL BOARD AGENDA - April 10, 2006

PAGE 4

Suggested Resolution: Move to approve the resolution as presented.

Moved by _____ Seconded by _____

Comments _____

6. **APPROVAL OF POLICY:** Nybladh

Pages 45-47

Suggested Resolution: Move to approve the policy, Out-of-State Travel by School Board Members (216), as presented.

Moved by _____ Seconded by _____

Comments _____

7. **APPROVAL OF POLICY:** Nielsen

Pages 48-49

Suggested Resolution: Move to approve the policy, Comparable Worth Review Process (403), as presented.

Moved by _____ Seconded by _____

Comments _____

8. **APPROVAL OF POLICY:** Kovash

Pages 50-55

Suggested Resolution: Move to approve the policy, Chemical Use and Abuse (420), as presented.

Moved by _____ Seconded by _____

Comments _____

9. **APPROVAL OF POLICY:** Kovash

Pages 56-58

SCHOOL BOARD AGENDA - April 10, 2006

PAGE 5

Suggested Resolution: Move to approve the policy, Student Parental, Family and Marital Status Nondiscrimination (503), as presented.

Moved by _____ Seconded by _____
Comments _____

10. **APPROVAL OF POLICY:** Kovash
Pages 59-81

Suggested Resolution: Move to approve the policy, Protection and Privacy of Student Records (504), as presented.

Moved by _____ Seconded by _____
Comments _____

11. **APPROVAL OF POLICY:** Kovash
Pages 82-85

Suggested Resolution: Move to approve the policy, Enrollment of Nonresident Students (511), as presented.

Moved by _____ Seconded by _____
Comments _____

12. **APPROVAL OF POLICY:** Kovash
Pages 86-87

Suggested Resolution: Move to approve the policy, Corporal Punishment (552), as presented.

Moved by _____ Seconded by _____
Comments _____

13. **APPROVAL OF POLICY:** Kovash
Pages 88-90

SCHOOL BOARD AGENDA - April 10, 2006

PAGE 6

Suggested Resolution: Move to approve the policy, Extended School Year for Students with Individual Education Plans (604), as presented.

Moved by _____ Seconded by _____
Comments _____

14. **APPROVAL OF POLICY:** Kovash
Pages 91-94

Suggested Resolution: Move to approve the policy, Home School Students (608), as presented.

Moved by _____ Seconded by _____
Comments _____

15. **APPROVAL OF POLICY:** Nybladh
Pages 95-98

Suggested Resolution: Move to approve the policy, Moorhead Area Public Schools Graduation Policy (640), as presented.

Moved by _____ Seconded by _____
Comments _____

16. **APPROVAL OF POLICY:** Nybladh
Pages 99-100

Suggested Resolution: Move to approve the policy, Rental of District Musical Instruments (831), as presented.

Moved by _____ Seconded by _____
Comments _____

17. **APPROVAL OF POLICY:** Nybladh
Pages 101-102

SCHOOL BOARD AGENDA - April 10, 2006

PAGE 7

Suggested Resolution: Move to approve the policy, Rewards (907), as presented.

Moved by _____ Seconded by _____

Comments _____

18. **COMMITTEE REPORTS**

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

20. **CLOSE PUBLIC MEETING:** Erickson

Suggested Resolution: Move to close the public meeting at _____ p.m., pursuant to M.S. 13D.03, for the purpose of discussing negotiation strategies.

Moved by _____ Seconded by _____

Comments _____

21. **OPEN PUBLIC MEETING:** Erickson

Suggested Resolution: Move to open the public meeting at _____ p.m.

Moved by _____ Seconded by _____

Comments _____

22. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 10, 2006
PAGE 8

CALENDAR OF EVENTS

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Continuing Educ Com	April 11	6:45 am	Village Inn
EHS PTAC	April 11	7 pm	Media Center
Vacation/No School	April 14		
K-12 Staff Dev Day/No School	April 17		
MHS PTAC	April 17	6:30 pm	Conf Rm
Com Ed Appreciation Event	April 18	5 pm	PCE
Interagency Early Interv Com	April 19	12 pm	FSC
MCA-II Testing (Gr 10 Reading & Gr 11 Math)	April 19		MHS/RRALC
Health/Safety/Wellness Com	April 20	9:30 am	PCE
Instr and Curr Adv Com	April 20	7 am	PCE
School Board	April 24	7 pm	PCE
Activities Council	April 25	7 am	MHS
District Technology Committee	April 25	3:45 pm	PCE
MCA-II Testing (Grds 3-8 Rdg)	April 25-26		
Spring Play - "Noises Off"	April 27-30	7:30 pm	MHS
 RAS PTAC	 May 1	 6:30 pm	 RAS
SGR PTAC	May 1	7 pm	SGR
Continuing Educ Com	May 2	3:45 pm	PCE
MCA-II Testing (Grds 3-8)	May 2-3		
Clay County Joint Powers Com	May 4	7 am	PCE
Human Rights Com	May 4	3:45 pm	PCE
Educ Mhd Recognition Dinner	May		
HMS PTAC	May 4	7 pm	HMS
Special Ed Parent Adv Com	May 5	12 pm	PCE
Grades 8 and 9 Orchestra Concert	May 4	7:30 pm	MHS
School Board	May 8	7 pm	PCE
EHS PTAC	May 9	7 pm	EHS
Instr and Curr Adv Com	May 11	7 am	PCE
Academic Awards Ceremony	May 11	7 pm	MHS
MHS PTAC	May 15	6:30 pm	MHS
Policy Review Com	May 15	7-8:30 pm	PCE
Choir and Band Concert	May 15	7:30 pm	MHS
Grade 6 Band Concert	May 15	6:30 pm	HMS
Grade 7 Band Concert	May 15	8 pm	HMS

OFFICE OF TEACHING AND LEARNING MEMO # 1.06.111



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Carl Perkins Funding
DATE: March 13, 2006

Moorhead Area Public Schools has been awarded funding by Lakes Country Carl D. Perkins Consortium for the following instructional materials:

LaCie d12 DVD+-RW, (5) Sony VCT 1500L tripods, Canon TA-100 tripod adapter, (5) Plantronics Foldable Headsets, (20) Canon 10 digit calculators, Canon Kata case, Canon battery pack, Sennheiser boypack, Senniheiser handheld wireless, Pelican case. Canon Elura 85 digital camcorder, Canon XI DV kit 20x lens

The total award is valued at \$7,292.71. These materials will only be used by the Administrative Support Occupations Program at the Moorhead High School.

SUGGESTED RESOLUTION: Move to accept the instructional materials listed above to be used by the Administrative Support Occupations Program at Moorhead High School valued at \$7,292.71 from Lakes Country Carl D. Perkins Consortium.

LAK/kmr

OFFICE OF TEACHING AND LEARNING MEMO # 1.06.117



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Carl Perkins Funding
DATE: March 24, 2006

Moorhead Area Public Schools has been awarded by Lakes Country Carl D. Perkins Consortium the following instructional material:

Olympus VN-240 Digital Voice Recorder

For enabling Moorhead high school students with disabilities to participate in Start Smart College Orientation this spring, the program has been awarded the digital recorder from Lakes Country Perkins and Tech Prep Consortia. The award is designed to provide high school students the opportunity to develop college level study skills.

SUGGESTED RESOLUTION: Move to accept the Olympus VN-240 Digital Voice Recorder from Lakes Country Carl D. Perkins Consortium and Tech Prep Consortia.

LAK/kmr

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.113



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Workforce Investment Act (WIA) Incentive Grant
DATE: March 15, 2006

Minnesota Department of Education has awarded Moorhead Area Public Schools Adult Basic Education a \$5,230.33 Workforce Investment Act (WIC) grant. This is not a competitive grant as a pre-determined amount of funding is available. The funds will be used to provide Pre-CNA (Certified Nursing Assistant) classes for English as a Second Language (ESL) learners who want to enroll in a CNA class and pass the written part of the exam.

SUGGESTED RESOLUTION: Move to accept the \$5,230.33 WIA Incentive Grant from the Minnesota Department of Education for Adult Basic Education.

LAK/kmr

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.122



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Surveys of Enacted Curriculum Grant Funding
DATE: April 5, 2006

The Minnesota Department of Education has approved Moorhead School District's application to participate in the advanced data analysis provided through the Surveys of Enacted Curriculum. Moorhead Schools will be working with Barb Hexum in the next few months to complete this project. The Surveys provide a process for measuring what is being taught to students, how it is being taught, and what students are expected to know and be able to do with what they are taught.

The costs for this advanced facilitation are covered by grant funds from the National Governor's Association.

SUGGESTED RESOLUTION: Move to accept Moorhead School District's participation in the advanced data analysis through the Surveys of Enacted Curriculum.

LAK/kmr
Attachment

APR 3 2006

LB
Minnesota
Department
of Education

March 31, 2006

Mr. Larry Nybladh, Superintendent
Moorhead Independent School District
2410 14th St. S.
Moorhead, MN 56560-0000

Dear Mr. Nybladh:

We are pleased to inform you that your application to participate in the advanced data analysis provided through the Surveys of Enacted Curriculum has been approved. You will be working with one of the advanced trainers available through the Lakes Country Service Cooperative in Fergus Falls (Barb Hexum) in the next few months to complete this project. You may find that you will wish to extend this support into the next school year to make a maximum impact to your curriculum and instruction planning, and that will be okay. In other words, you do not need to rush to complete the work this spring, but you certainly may if that is what you want.

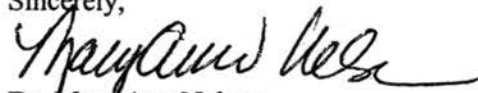
Unlike basic curriculum-mapping tools, the Surveys provide a process for measuring what is being taught to students, how it is being taught, and what students are expected to know and be able to do with what they are taught.

This information is analyzed to:

- Refine curriculum to align it with state standards and assessments.
- Evaluate the articulation of curricula across grade levels.
- Identify areas of need for professional development.
- Reflect the cognitive levels of current instruction.
- Evaluate coverage of standards in the content of textbooks and other materials.
- Refine or evaluate local assessments
- Encourage collaboration among all teachers and instructional leaders

The costs for this advanced facilitation are covered by grant funds from the National Governor's Association. Questions about the Surveys may be directed to Diane Cirksena here at MDE, at diane.cirksena@state.mn.us.

Sincerely,



Dr. Mary Ann Nelson

Assistant Commissioner for Academic Excellence and Innovation



Beth Aune, Director

Academic Standards and High School Improvement

Copy: DuWayne Balkan, Lakes Country Service Cooperative

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.121



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Northern State University Student Teacher Agreement
DATE: March 31, 2006

Attached is student teacher agreement with Northern State University, Aberdeen, S.D. for the Moorhead Area Public School District to serve as a field experience center for Jenna Sondeland's placement at Ellen Hopkins Elementary. Moorhead Area Public School Policy 921 supports the agreements with universities and colleges to provide field experiences for pre-service teachers.

SUGGESTED RESOLUTION: Move to approve the Student Teacher Agreement with Northern State University and Moorhead Schools during the Spring 2006 term, second session beginning March 6, 2006 and ending May 11, 2006.

LAK/kmr
Attachment

northern ~~State~~ university

STUDENT TEACHER AGREEMENT

1200 South Jay Street - Box 850
Aberdeen, SD 57401
(605) 626-2415

I. Statement of Northern State University's Intent:

Jenna Sondeland is eligible for Student Teaching and is recommended for a placement at Ellen Hopkins Elementary during the Spring 2006 term, second session beginning 3/8/06 and ending on 5/11/06.

Nancy Barondeau

Signature of Director

March 8, 2006

Date

II. Statement of School Administrator's Intent:

I hereby accept and understand the terms of this agreement and permit the named student teacher to work under the direction of the named cooperating teacher. I also understand that the parties of this agreement shall comply with the Civil Rights Act of 1964, Title VI, in the placement of a student teacher.

I also understand that the school district will receive \$12.00 per full-time (10-12 week) student teacher for administrative fees, this amount is to be retained by the district.

Mary Jo Schind

Principal's name typed or printed clearly

Hopkins El

Cooperating School

2020 11th St So

Cooperating School Address

Hopkins El Moorhead, MN 56560

Cooperating School City, State, Zip

Dr. Larry Nybladh

Superintendent's name typed or printed clearly

(202) 284-4366

Cooperating School phone number

3/06/06

Date signed

III. Statement of Cooperating Teacher's Intent:

I hereby accept Jenna Sondeland as a student teacher with a placement at Ellen Hopkins Elementary. I agree to provide the student teacher guidance and experience in planning written lessons, implementing a variety of instructional modes, and realizing the total responsibility of a professional teacher as outlined in the Program Outcomes of the ELED/SEED Department at Northern State University (See Enclosure). Specific responsibilities also include the completion of Periodic Progress Reports, Final Evaluation and a Letter of Recommendation for the student teacher's placement file.

I understand I will receive a stipend of \$150.00 for a 10-12 week full-time student teaching experience.

Enumeration shall be authorized by NSU at the close of the Fall and Spring semester. All other experiences not considered as full-time student teaching, will be prorated by the length of the experience (i.e. 5-6 week Preschool experience = 1/2 stipend).

It is understood that the student teacher may be withdrawn from the assignment for reasons of incompetence, immorality, insubordination or other just reason.

X I hold a valid teaching certificate. Certificate # 332546

 I do not hold a valid teacher certificate

Stacy Swanson

Cooperating Teachers signature

Stacy Swanson

Cooperating Teachers Name (please type or print clearly)

2nd

Grade level and/or subject area taught

3-6-06

Date signed

SSwanson@moorhead.k12.mn.us

Cooperating Teacher e-mail address

Feel free to make a copy for your records, but please return the original in the enclosed postage paid envelope.

HUMAN RESOURCE

MEMO #: HR .06.105



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Resignations
DATE: April 3, 2006

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

Karla Robb	Early Childhood Special Education Teacher, Probstfield Center for Education, effective May 26, 2006.
Bruce Maul	English Teacher, High School, effective at the end of the 2005-2006 school year.
Robert Anderson	Business Teacher, High School, effective at the end of the 2005-06 school year.
Patti Baumann	Secretary on leave, effective at the end of the 2005-06 school year.
Anita Cartwright	Cafeteria Supervisor, S.G. Reinertsen Elementary, effective March 31, 2006.
Mark Evensen	Custodian, High School, effective April 17, 2006.
David Bortle	Industrial Tech Teacher, High School, effective at the end of the 2005-06 school year.
Jon Martin	Phy Ed Teacher, High School, effective at the end of the 2005-06 school year.

SUGGESTED RESOLUTION: Move to approve the resignation of Karla Robb, Bruce Maul, Robert Anderson, Patti Baumann, Anita Cartwright, Mark Evensen, David Bortle and Jon Martin as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.106



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nybladh, Director of Human Resources
SUBJECT: Family/Medical Leave
DATE: April 3, 2006

The administration requests Family/Medical leave for the following people:

Michael Dunn Art Teacher, High School, to begin April 28, 2006 through May 26, 2006.
Jennifer George Social Studies Teacher, High School to begin approximately June 3, 2006.
Catherine Olson SLD Teacher, High School to begin approximately June 11, 2006.
Sue Lattimore Paraprofessional, High School April 4, 2006 for approximately six weeks.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Michael Dunn, Jennifer George and Catherine Olson pursuant to Section IV, Article 38 of the Teachers' Master Contract and Sue Lattimore pursuant to Article VIII, Section 3 of the Paraprofessional Master Agreement.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.107



TO: Dr. Larry Nybladh, Superintendent

FROM: Ron ~~Nybladh~~ ^{DN}sen, Director of Human Resources

SUBJECT: Other Leave

DATE: April 3, 2006

The administration requests Other Leave for the following person:

Jane Schnabel Paraprofessional, Horizon Middle School, effective March 31, 2006.

SUGGESTED RESOLUTION: Move to approve the Other Leave for Jane Schnabel pursuant to Article 8, Section 8 of the Paraprofessional Contract.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.108



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Change in Contract
DATE: April 3, 2006

The administration requests approval of the change in contracts for the following people:

LaRayne Schanz Food & Nutrition Server, S.G. Reinertsen to Lunchroom Supervisor, S.G. Reinertsen Elementary, effective April 3, 2006.

Moraima Flores Paraprofessional, Partners in Learning, 20 hours per week to Paraprofessional, Elllen Hopkins Elementary 6.5 hours per week, effective April 3, 2006.


SUGGESTED RESOLUTION: Move to approve the change in contract for LaRayne Schanz and Moriama Flores as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.109



TO: Dr. Larry Nybladh, Superintendent
FROM:  Ron Nielsen, Director of Human Resources
SUBJECT: New Employee
DATE: April 3, 2006

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

Sheila Stadstad Social Worker, Ellen Hopkins Elementary and Robert Asp Elementary,
BA (3) 1.00 FTE, \$8,431.20, effective March 29, 2006. (Replaces Rob
Haseltine)

SUGGESTED RESOLUTION: Move to approve the employment of Sheila Stadstad as presented.

RN/smw

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 13, 2006
PAGE 1**

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

MEMBERS ABSENT: Lisa Erickson.

CALL TO ORDER: Vice-Chair Tomhave called the meeting to order at 7 p.m. and led everyone in attendance with the Pledge of Allegiance.

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

APPROVAL OF AGENDA: Fagerlie moved, seconded by Thompson, to approve the agenda as corrected. Motion carried 6-0.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

CONSENT AGENDA: Siggerud moved, seconded by Dulski, to approve the following items on the Consent Agenda:

Gifts - Accept contributions from the following businesses for the Early Intervention Services, Early Childhood Family Education and Head Start sponsored Make-N-Take Night held February 16th: Michael's, Kmart, Kinko's, Copy Max, Cash Wise, United Way, Kim Bushaw/ECFE, Walmart, Scheels, Copy Kat, Hornbacher's, Barnes and Noble, Reardon's Office Equipment, and Lake Agassiz Regional Library.

Accept donations from the following local businesses that donated prizes for the 2006 Dollars for Scholars Phonathon: MSUM Bookstore, Concordia College Bookstore, Pizza Hut, McDonald's, Subway, Don's Car Wash, Arby's, Northwest Bank, Pepsi, Moorhead Scheel's, Moorhead Country Club, American Crystal Sugar, Papa Murphy's Pizza, State Bank and Trust, Wells Fargo Bank, Cost Cutters Family Hair Care, MJ Capelli's Salon, Speak Easy, and Superior Coffee.

Warranty Deed - Approve the request from the City of Moorhead Engineering Department to sign a Warranty Deed related to property the district once owned near the current Minnesota State Community and Technical College.

Retirements

Marsha Cerar - Paraprofessional on Leave of Absence, effective at the end of the 2005-2006

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 13, 2006
PAGE 2**

school year.

Shirley Melander - Paraprofessional, Outreach, effective at the end of the 2005-2006 school year.

Resignations

Ann Krier - Secretary, Red River Area Learning Center, effective March 10, 2006.

Family/Medical Leave

Jean Moe - Teacher, High School, to begin on May 10, 2006 for the remainder of the 2005-2006 school year.

Termination

Eileen Johnson - Bus Driver, Transportation Department, effective March 2, 2006.

New Employees

Sara Long - Counselor Secretary, Horizon Middle School, B21 (0-2) \$12.40 per hour, 8 hours per day, effective February 10, 2006. (Replaces Kim Pladson)

Leah Tvedt - Food Server, Horizon Middle School, \$7.98 per hour, 2.75 hours per day, effective February 28, 2006. (Replaces Sandy Kenz)

Renee Halvorson - Food Server, Horizon Middle School, \$7.98 per hour, 2.75 hours per day, effective February 22, 2006. (Replaces Colette Erck)

Diane Brendemuhl - Paraprofessional, B21 (0-2) \$12.22 per hour, 3.25 hours per day, effective March 8, 2006. (Replaces Penny Yackley)

Minutes - Approve the February 13 and 27, 2006 regular meeting minutes as presented.

Claims - Approve the March Claims, subject to audit, in the amount of \$1,133,747.59.

General:	\$1,003,945.62
Food:	106,833.45
Community Service:	22,968.52
TOTAL	\$1,133,747.59

Motion carried 6-0.

SCHOOL BOARD/STAFF DIALOGUE

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

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 13, 2006
PAGE 3**

Instructional Coaching - Vicki Breneman and Sandy Kortan presented an working description of the updated Instructional Coaching Model used in Moorhead Area Public Schools. These positions have been funded with Title I ad Title II monies designated for staff development.

FARGO MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

PRESENTATION: Wade Kline and Mike Kunza, Fargo Moorhead Metropolitan Council of Governments, shared information about the development process for the 2011 Metro Transit Plan. Public Transit is an integral component of the regional marketplace and FM COG plans to include comments and perceptions of the entire community as they prepare the 2011 Transit Plan. The purpose and intent of the plan is to establish short range operational and capital plan for Metro Area Transit. Additional information was shared regarding Vision 2020 which is a policy framework that guides short term decision making within the context of a long range system vision and strategic initiatives for setting the stage for growth. The 2011 Metro Transit Plan On-line Survey will be available March 15th at www.fmcommuter.org and upcoming public input opportunities are scheduled in April.

2006-2007 SCHOOL CALENDAR: Dr. Nybladh presented the work of the Calendar Committee and explained the suggested changes for the upcoming year. Siggerud moved, seconded by Ladwig, to approve the 2006-2007 School Calendar as presented. Motion carried 6-0.

SCHOOL BOARD WORK SESSION: Ladwig moved, seconded by Dulski, to approve Monday, March 27, 2006 at 4:30 p.m. to conduct a School Board work session related to the 2005-2006 School Board Goals. Motion carried 6-0.

COMMITTEE REPORTS: Brief reports were heard related to the Activities Council, Interagency Early Intervention Committee (IEIC), Child Find Committee (a subcommittee of IEIC), Community Education Advisory Committee, S.G. Reinertsen PTAC, Instruction and Curriculum Advisory Committee, Health/Safety/Wellness Committee, Early Childhood Advisory Committee, Robert Asp PTAC, and Ellen Hopkins PTAC meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Fagerlie noted the Instruction and Curriculum Advisory Committee will meet on April 20 and the Indian Education Committee will meet again on March 22. Tomhave mentioned he and fellow Board members Erickson, Fagerlie, and Ladwig had attended the MSBA Phase IV training on March 4 in St. Cloud. Tomhave also commented that he worked at the district's booth at the Fargo Home and

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 13, 2006
PAGE 4**

Garden Show on February 24. Nybladh noted information was forthcoming related to the MSBA Summer Seminar schedule and asked Board members to pause after the meeting to look at the display case located at the northwest corridor of Chair Erickson's hand-made quilt that was on display.

ADJOURNMENT: Fagerlie moved, seconded by Ladwig, to adjourn the meeting. Meeting adjourned at 8:16 p.m.

Carol Ladwig, Clerk

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 1**

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

MEMBERS ABSENT: None.

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

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

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

WE ARE PROUD:

***** We Are Proud** of Moorhead Highlights dance team for placing first for their competitive kick routine at the St. Benedict Competition on January 21. They placed second at the Hawley Competition on January 14 and sixth at the Fargo North Competition on December 4 with that same routine. The Highlights won trophies for their jazz routine, taking first place at the Hawley Competition on January 14 and first at the St. Benedict Competition on January 21. The choreographer for the kick routine is Jamie Christianson, and the jazz choreographers and captains are Tracy Hoekstra and Hannah Seurer. Team members include Jessamy Alto, Tracy Hoekstra, Hannah Seurer, Lauren Cochran, Nicki Broadway, Aubrey Vesledahl, Rachel Grabill, Jamie Christianson, Addy Bolgrean, Emily Bolgrean, Brittany Just, Stephanie Dresser, Jess Overby, and Nikki Langdahl (Manager). The team is coached by Michelle Martin and Melanie Fierstine.

***** We Are Proud** of Horizon Middle School's 6th Grade Math Masters Team placed first out of 27 teams in the region competition on March 10 in Alexandria. Team members are Jonathan Haglund, Brett Danielson, Andrew Carlson, Maija Lindaas, Jens Hilden, and Gabe Wright (alternate).

Jonathan Haglund placed first place in the individual competition, Brett Danielson placed third individually, Andrew Carlson placed fourth individually and Maija Lindaas placed tenth. Barb Stack is the team's coach and Lois Brown is the gifted and talented coordinator at Horizon Middle School.

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 2**

***** We Are Proud** of Ryan Sederquist, Horizon Middle School student, for being selected for membership in the Minnesota Band Directors Association (MBDA) Middle Level Honor Band for the 2005-06 school year. Sederquist was one of 74 students (and one of nine trumpet players) selected from over 331 students who auditioned this fall for a position in this group. Sederquist is a student of Denise Pesola, Horizon Middle School band teacher.

Students participating in the Honor Band worked with some of the finest music educators in the state as their section coaches and were conducted by Professor Jerry Luckhardt, band director at the University of Minnesota. The students rehearsed with Professor Luckhardt on February 25 and performed a concert on Sunday, February 26 at Wayzata High School.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: None.

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

Grant - Accept the \$3,000 grant from the Education Minnesota Foundation for Excellence in Teaching and Learning to assist parents and caregivers in the enrichment of their child's life with early literacy skills. Parent-Child Early Literacy Nights are planned for October 2006, February 2007 and April 2007.

Gymnastics Agreement - Approve a three-year rental agreement with the Fargo Public School District for a gymnastic facility located at 1840 15th Avenue South in Fargo, North Dakota at a total rental rate of \$10,000 per year. The period of such rental shall be from January 31, 2006 until January 31, 2009.

Resignations

Tracey Branden - Paraprofessional, Ellen Hopkins Elementary, effective March 24, 2006.
Gary Huck - Bus Driver, effective March 31, 2006.

Family/Medical Leave

Kim Brewster - SLD Teacher, High School, to begin approximately June 7, 2006.

Other Leave

Frank Zebley - Transportation, effective April 10, 2006 for the remainder of the 2005-2006 school year.

Jeannine Zebley - Transportation, effective April 10, 2006 for the remainder of the 2005-2006

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 3**

school year.

Early Retirement

Virginia Ingebretsen - Custodian, Horizon Middle School, effective April 30, 2006.

Motion carried 7-0.

LAND PURCHASE AGREEMENT: Weston reviewed with the Board a proposal to purchase a 40-acre parcel of farm land approximately 1/2 mile east of Horizon Middle School from PROffut Limited Partnership based on a price of \$5,000.00/acre.

Tomhave moved, seconded by Siggerud, to approve the purchase of 40 acres more or less from the PROffut Limited Partnership at an approximate price of \$200,000. Motion carried 7-0.

2006-2007 BUDGET REVIEW PRESENTATION: Nybladh provided a review of the 2006-2007 budget pointing out the factors influencing the budget include continued enrollment decline, inadequate state and federal funding, rising operational costs, state/federal mandates, and the need to maintain a fund balance. Nybladh also reviewed the decision timeline for the 2006-07 Annual Operating Plan: Budget/Staffing.

The 2006-2007 preliminary budget process goals are to minimize increases in class sizes, minimize the impact on educational enhancements, minimize instructional staff reductions, balance a revenue shortfall with a fund balance reduction, and position the district for the future.

The 2006-2007 preliminary budget assumptions are:

Revenue:

- o State formula allowance per pupil unit at \$4,974
- o Other state sources increase 2 percent
- o 2 percent increase in federal funding

Expenditures:

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

The preliminary budget situation for 2006-2007 is as follows:

Projections:

Beginning Fund Balance	\$10,003,779
------------------------	--------------

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 4**

Revenues	\$47,627,459
Expenditures	\$48,505,154
Deficit	\$ (877,695)
Ending Fund Balance	\$ 9,126,084

Nybladh stated that deficit spending was not a sustainable activity and listed his hopes of state and federal revenue enhancements and student enrollment growth and his fears of expenditure reductions and local revenue enhancements.

Weston reviewed budgets for the General Fund (01), Transportation Fund (03) and Capital Outlay Fund (05).

2006-2007 PRELIMINARY STAFFING PLAN: Tomhave moved, seconded by Ladwig, to approve the 2006-2007 Preliminary Staffing Plan as presented. Motion carried 7-0.

APPROVAL OF RESOLUTION FOR DISCONTINUING AND REDUCING PROGRAMS AND LICENSED POSITIONS: Thompson moved, seconded by Dulski, to approve the resolution directing the administration to effect termination or reduction and non-renewal of licensed teacher contracts as listed. Motion carried 7-0.

FIRST READING OF POLICIES: The Board conducted a first reading of the following policies: Out-of-State Travel by School Board Members (216), Comparable Worth Review Process (403), Chemical Use/Abuse (420), Student Parental, Family and Marital Status Nondiscrimination (503), Protection and Privacy of Student Records (504), Enrollment of Nonresident Students (511), Corporal Punishment (552), Extended School Year for Students with Individual Education Plans (604), Home Schooled Students (608), Moorhead Area Public Schools Graduation Policy (640), Rental of District Musical Instruments (831), and Rewards (907).

EARLY RISERS: SKILLS FOR SUCCESS PROGRAM PROPOSAL: Jill Skarvold and Anne Moyano presented additional information regarding the proposed prevention program for at-risk elementary-age students.

Siggerud moved, seconded by Thompson, to approve the implementation of the Early Risers: Skills for Success Program for the Moorhead Area Public Schools elementary programs. Motion carried 7-0.

COMMITTEE REPORTS: Brief reports were heard related to the Interagency Early

**REGULAR MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 5**

Intervention Committee, Community Education Advisory Council, District Student Assistance Advisory Committee, Moorhead High School PTAC, and Policy Review Committee meetings.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Ladwig reminded Board members of the Moorhead Town Hall meeting scheduled for Tuesday, March 28 at 7 p.m. in the City Council Chambers to discuss underage drinking. Thompson stated she would not be at the April 10 School Board meeting as she was attending the National School Boards Association Conference in Chicago.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 9:08 p.m.

Carol Ladwig, Clerk

**SPECIAL MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 1**

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

MEMBERS ABSENT: None.

ADMINISTRATIVE TEAM MEMBERS PRESENT: Lynne Kovash and Mark Weston.

OTHERS PRESENT: Pam Gibb.

CALL TO ORDER: Chairwoman Erickson called the meeting to order at 4:30 p.m. and led everyone in attendance with the Pledge of Allegiance.

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

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

NEW OFFICER TRAINING - CLERK: Discussion was held regarding interest in attending the MSBA Officers' Workshop related to the clerk position due to possible Board rotation and required Minnesota Department of the Secretary of State training for election certification. Fagerlie noted she was interested in attending the training that is tentatively scheduled for February 2007.

REVIEW OF 2005-2006 SCHOOL BOARD GOALS:

Goal 5: By June 30, 2006, the School Board, working with Central Administration, shall have developed a clear and concise information and education plan for a possible future excess levy referendum.

Nybladh distributed a draft Excess Levy Referendum Education and Information Plan for Board member review. Board members suggested they review the draft plan and discuss at a later meeting.

Goal 4: By August, 2006, 100 percent of School Board members will be MSBA certified for Phases I-IV as applicable.

**SPECIAL MEETING
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT #152
PROBSTFIELD CENTER FOR EDUCATION
MARCH 27, 2006
PAGE 2**

Nybladh reviewed and commended the Board for significant progress made toward this goal. He noted that the majority of the Board had completed trainings Phase I-IV, and those that were not able to will attend a training in February 2007.

Goal 3: The School Board, working with Central Administration, shall develop a School Board Protocol and Procedure Service Manual by June 30, 2006.

Discussion was held regarding the manual and Board members identified information they would like included in the manual.

Goal 2: The School Board, working with the Superintendent, will review and develop a mutually acceptable process for the Superintendent's annual evaluation for use in the Spring of 2006.

Nybladh distributed the current evaluation instrument and two other sample instruments for Board review. Discussion was held related to the different types of evaluations. Board members agreed to continue to use the current instrument and schedule further review and discussion at a future meeting.

Goal 1: The School Board will work with the school district's central administration to develop and conduct a process, inclusive of stakeholders, to create a strategic plan, which includes a focus on student achievement, for the school district to be completed by June 30, 2006.

Nybladh presented information related to strategic planning models. Board members requested time to educate themselves on the various models and resources and to schedule a work session later in the year to continue review and discussion.

ADJOURNMENT: Hearing no objections, the Chair adjourned the special meeting at 6:48 p.m.

Carol Ladwig, Clerk

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.126



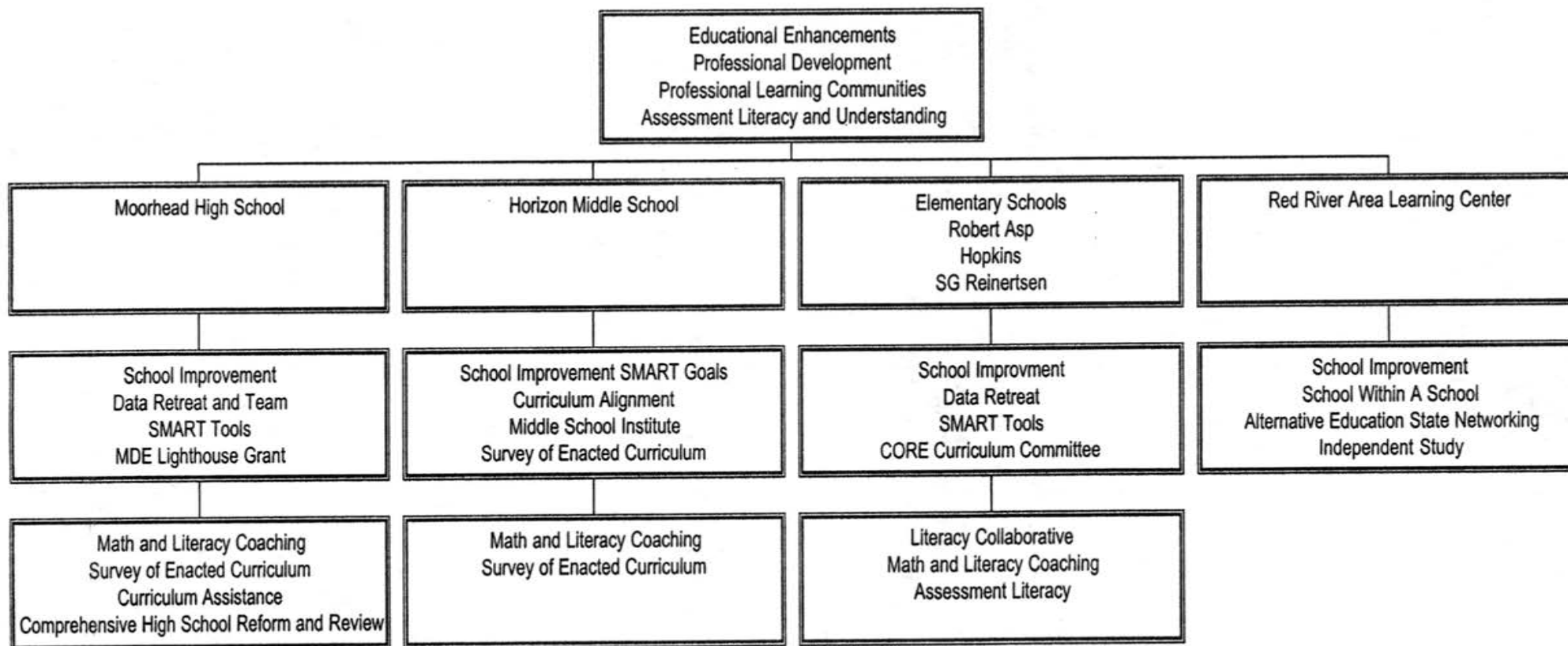
TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Education Enhancements
DATE: April 4, 2006

The schools in Moorhead School District have been developing and implementing many educational enhancements over the last few years.

An overview of many of the enhancements will be presented as a part of a power point presentation. The attached chart provides a review of the enhancements and initiatives in each school.

LAK/kmr
Attachment

Board Presentation Information
Dialog
April 10, 2005



DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.124



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Early Intervention Services Staffing
DATE: April 5, 2006

Attached is a proposal for an increase of staff in the Early Intervention Services Program (EIS).

The addition of a 1 FTE Early Childhood Special Education teacher reflects the increase of students. The attached proposal provides the background information for the addition.

As K-12 enrollment is decreasing, the EIS enrollment is increasing. The staffing requests reflect the enrollment increase. This position will be temporary until July 1, 2006. The position will be paid with special education federal funding.

SUGGESTED RESOLUTION: Move to approve 1 FTE early childhood special education teacher in the Early Intervention Services Program.

LAK/kmr
Attachment

MOORHEAD PUBLIC SCHOOLS
Moorhead, Minnesota

2005-2006 Budget
(Year)

PROPOSAL FORM

NAME OF BUILDING: Probstfield ELC, EIS Program

TOPICS OF PROPOSAL: Addition of 1 FTE ECSE Teacher

SUBMITTED BY: Sarah King
Jill Skarvold

DATE: 3-28-06

DATE TO BE IMPLEMENTED: 4-11-06

BUSINESS OFFICE REVIEW WITH COMMENTS ATTACHED

PERSON RESPONSIBLE TO

RECOMMEND TO SUPERINTENDENT: Lynne Kovash

Recommendation (by person responsible):

Approve _____ Disapprove _____ Hold _____ Refer to Cabinet _____

Date _____

District Mission Statement: To develop the maximum potential of every learner to thrive in a changing world.

Complete a description of your program proposal. All ten (10) areas must be addressed. Information in support of your proposal should be as comprehensive as possible and must support the district philosophy.

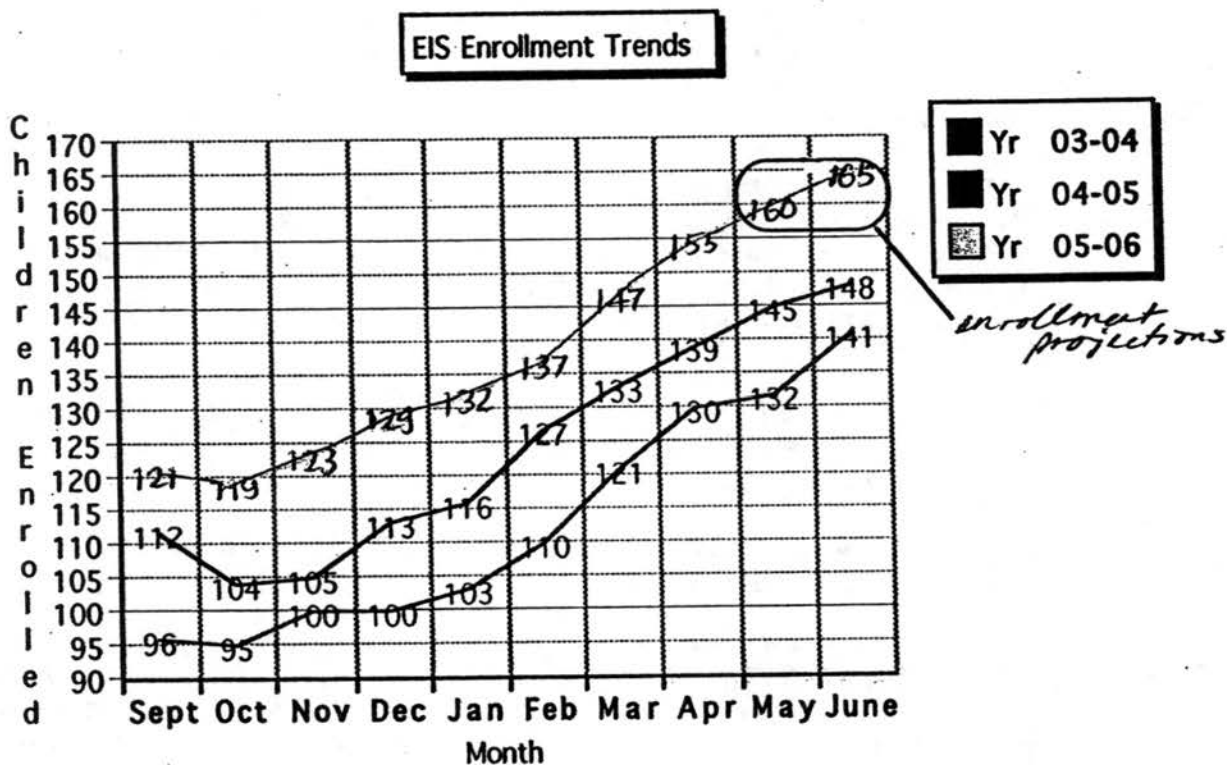
1. Describe the proposal for funding: Addition of 1 FTE for April 11 through July, 2006 or completion of EIS stretch calendar.
2. Explain in detail the rationale or purpose of the proposal. This includes research that supports the proposal. (Please relate, if possible your rationale to the previously identified high priority problems of your school).

The number of children enrolled at EIS at the beginning of April, 2006 was 155. This is an increase of 16 from April, 2005. Although K-12 continues to experience declining enrollment, EIS is experiencing increasing enrollment. An additional 27 children are currently in various stages of meetings and assessments. This year, 85% of those assessed are found to be eligible for services. In addition, the average age of children served in EIS has shifted to a younger age, meaning that EIS is serving proportionally more birth through

2 year olds than in years past.

The high number of children in the EIS program are exceeding staffing guidelines. Three full time ECSE Teachers in April, 2006 carry caseloads of 16 birth through 2 year olds. Services for birth through two years of age are required to be in the home or natural setting. MN Special Education State Rules state that: the number of infants assigned to an ECSE teacher doing home visits and coordinating services is 12. The additional 1 FTE ECSE teacher will enable the caseload for teachers serving infants to average 12 per teacher.

See the following chart for February trends during the past 4 years:



Several planning steps were taken in spring 2005 to anticipate a growing population in 2005-2006:

- Adjustments were made to anticipate growing needs of Developmental Delay & Deaf/HH at EIS through a shift of .5 in D/HH staff to EIS from K-12. In addition, a full time ECSE teacher was shifted to EIS from elementary, for an addition of 1.5 FTE. With the shift in FTE, it was projected that the ECSE Teacher and D/HH Teacher resources would be enough to meet the demands of increased enrollment.

- EIS and Head Start, as co-located partners in the Early Learning Center, were deliberately staffed so that children with complex disabilities were assigned to the co-located classrooms enabling the staffing patterns to be more efficient to serve the students with more services and service time.
- However, we have now maximized and exceeded ECSE guidelines given the higher than projected numbers of students qualifying for ECSE services.

Several factors contribute to the ongoing need for additional ECSE Teacher time despite the above anticipatory planning:

- The severity of disabilities is greater than in recent years: a higher rate of children have combinations of physical, cognitive, hard of hearing/deaf, and visual/blind disabilities.
- Three self-contained classrooms support severe speech-language disabilities with autism or autism-like characteristics. All of them require intensive, highly structure programming.
- Proportionally greater numbers of birth through 2 year old children have been referred and are qualifying.
- Six two-year old children require two on one intensive intervention 4 days/week to obtain compliance for future learning to occur. For example, a speech-language pathologist and an ECSE teacher team to work with 6 children in half hour sessions 4 days/week.

3. State the negative implications if the proposal is not approved.

Early Intervention Services is unique in that a large proportion of the staffs' job is to find and identify children with disabilities at an early age. EIS staff also design early intervention programs that make a difference in the lives of young children and their families. Without the additional staffing, EIS will exceed the guidelines of 12 for teachers of infants and 16 for teachers of 3-5 year old children.

Without additional 1 FTE ECSE Teacher, the EIS existing staff will be unable to meet the identified needs of the children assessed and ready for programming. The severity of disabilities encountered this year will not be adequately served.

4. List alternative actions if this proposal is not approved. (It is assumed that any alternative listed is less desirable than the proposal.)

Continue as is with services to children diminished as caseloads grow; larger groupings of children; center-based programming rather than natural settings for 1-2 year olds which is not "least restrictive". Burden on staff too high, communication with parents and agency representatives diminished due to time constraints. Hire a paraprofessional. However, a paraprofessional is unable to program for students nor can she/he do the professional tasks needed. A teacher will still need to direct the programming, conduct assessments, maintain agency and family contact/involvement, analyze data/assessment information. Even with the hiring of a paraprofessional, caseloads per state rules are still exceeded.

5. Estimate the cost implications of this proposal on the following chart.

PROPOSAL FORM:

#1 PERSONNEL:	Number requested	Total cost:	Code to charge:	Reimbursement	Net cost:
Administrators:					
Teachers:	1 FTE	\$13,000		\$13,000	\$0
Clerical:					
Paraprofessional:					
No. & Hrs. per day:					
Teacher Para:					
Noon Para:					

	Total salaries	\$13,000 x 30%	\$3,900
FRINGE BENEFITS:	Worker's Compensation X Salary	x .005	\$65.00
	SUPPLIES:		
#2	CAPITAL OUTLAY		\$800.00
	OTHER EXPENSES:		\$500.00

Comments on budgetary items:

1. F.T.E. Full-time equivalent: 1 FTE from end of March through July, 2006. Spring assessment of staffing and caseload patterns will determine whether this increase in FTE at EIS should be continued into 2006-2007 or whether current staff in K-12 can be shifted to EIS.
2. Equipment, remodeling, site improvement, etc.: NA
3. Review by Business Office before Superintendent's approval: NA
6. Space implications (short/long range).
Work station will be needed.
7. Equity implications: NA

8. Technology implications.
Computer & phone may be needed.
9. Suggested timelines for implementations.
April, 2006
10. Who has been involved in this decision?
Jill Skarvold, Sarah King, Lynne Kovash
11. Other comments:

HUMAN RESOURCE

MEMO #: HR .06.101



TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Hansen, Director of Human Resources

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

DATE: March 29, 2006

At the March 27, 2005 school board meeting the reduction of 3.4375 full time equivalent (FTE) of programs and licensed positions was approved as follows:

The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations as follows:

<u>FTE</u>	<u>Licensed</u>	<u>School</u>
1.0	Physical Education	Horizon Middle School
1.0	Reading	Horizon Middle School
.5625	World Language	Moorhead High School
.375	Industrial Arts	Moorhead High School
<u>.50</u>	Special Education	District
3.4375		

The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations. Some of these reduction will be absorbed through teacher transfers, retirements, resignation and leaves.

Additional staffing reductions are necessary due to statutory provisions, teachers returning from leaves and filling vacancies during the year. Some of these reductions will also be absorbed through teacher transfers, retirements and leaves. The following is a summary of the proposed reductions of probationary teachers:

Reductions of Probationary Teachers

Reduction in force

Total

FTE3.412

3.412

Consider the attached resolution directing the administration to effect termination and non-renewal of the position of the probationary teachers as listed below:

Termination and Non-Renewal of Contracts

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Fiona Brendemuhl	Math	1.00
Amy Miller	Phy Ed	.332
Gretta Link	Title 1	.50
Nicole Saum	Title 1	.50
Chad Bakken	Social Studies	.75
Leslie Schmidt	French	.33
TOTAL		3.412

SUGGESTED RESOLUTION: Move to approve the following resolution:

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

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Fiona Brendemuhl	Math	1.00
Amy Miller	Phy Ed	.332
Gretta Link	Title 1	.50
Nicole Saum	Title 1	.50
Chad Bakken	Social Studies	.75
Leslie Schmidt	French	.33
TOTAL		3.412

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, subd. 5, that the teaching contract of the above probationary teachers in Independent School District No. 152, is hereby terminated at the close of the 2005-2006 school year.

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

RN/smw

Attachment

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NON-RENEWAL OF THE TEACHING CONTRACT
OF _____ PROBATIONARY TEACHER

WHEREAS, _____ is a probationary teacher in Independent School District No. 152.

BE IT RESOLVED by the School Board of Independent School District No. 152, that pursuant to Minnesota Statute 122A.40, subd. 5, that the teaching contract of _____, a probationary teacher in Independent School District No. 152, is hereby terminated at the close of the current 2005-2006 school year.

BE IT FURTHER RESOLVED that written notice has been sent to said teacher regarding termination and non-renewal of his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION

First, Last,
Address
City

Dear : :

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 152 held on _____ a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2006-2007 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd. 5.

You may officially request that the School Board give its reason for the non-renewal of your teaching contract. However, such a request must be received within ten days after the receipt of this notice.

For your information, however, this action is taken because of the failure to meet the requirements of a Probationary Teacher.

Yours very truly,

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT NO. 152

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon,

the following voted in favor of:

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

NOTICE OF TERMINATION

April 11, 2006

«First» «Last»
«Address»
«City»

Dear Mr./Ms. «Last»,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 152 held on _____, 2006, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2006-07 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd. 5.

You may officially request that the School Board give its reason for the non-renewal of your teaching contract. However, such a request must be received within ten days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT NO. 152

Clerk of the School Board

Board Member _____ introduced the resolution directing administration to effect termination and non-renewal of probationary teachers as presented. The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon,

the following voted in favor of:

and the following voted against the same: None

whereupon said resolution was declared duly passed and adopted.

MEMO #: S-06-093

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policies: Out-of-State Travel by School Board Members (216).

Suggested Resolution: Move the approve the policy, Out-of-State Travel by School Board Members (216), as presented.

LPN:mde
Attachment

Board Policies

Out-of-State Travel by School Board Members

School Board Policy: 216

Section: 200 SCHOOL BOARD

Date Adopted: 3/10/2006

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to control out-of-state travel by Moorhead School Board members as required by law.

II. GENERAL STATEMENT OF POLICY

School Board members have an obligation to become informed on the proper duties and functions of a School Board member, to become familiar with issues that may affect the Moorhead Area Public Schools, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies that relate to their functions as School Board members. Occasionally, it may be appropriate for School Board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the School Board finds it proper for School Board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as School Board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the School Board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the Superintendent. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the School Board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the School Board's approved budget allocations, including attendance at workshops and conventions.

VI. ANNUAL REVIEW

This policy must be annually reviewed by the School Board.

Legal References:

Minnesota Statute 123B.09, Subd. 2 (School Board Member Training)

Minnesota Statute 471.661 (Out-of-State Travel)

Minnesota Statute 471.665 (Mileage Allowances)

Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)

Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

Cross References:

Moorhead School Board Policy 203: School Board Member Development

Moorhead School Board Policy 824: Reimbursement for Travel, Professional Meetings and Conferences

MEMO #: S-06-094

TO: School Board

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

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Comparable Worth Review Process (403).

Suggested Resolution: Move the approve the policy, Comparable Worth Review Process (403), as presented.

LPN:mde
Attachment

Board Policies

Comparable Worth Review Process

School Board Policy: 403

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE:

The purpose of this policy is to outline a review process for all new and existing job descriptions in order to ensure that the Moorhead Area Public Schools District is able to pass all tests outlined by the State of Minnesota guidelines on Comparable Worth/Pay Equity. The intent of the State of Minnesota Comparable Worth legislation is to equalize the pay of female and male dominated jobs at equal levels of responsibility and authority in the organization through the development of local norms.

II. POLICY:

The Moorhead Area Public Schools District will establish procedures to evaluate all new job descriptions and all existing job descriptions which experience a substantial change in order to pass all tests outlined by the State of Minnesota guidelines on Comparable Worth/Pay Equity.

III. PROCEDURES:

The Comparable Worth Committee, composed of the Superintendent, ~~the~~ Assistant Superintendent - of Teaching and Learning, ~~the~~ Assistant Superintendent - of Business Services, and ~~the~~ Director of Human Resources will develop administrative procedures to ensure that the policy of the School Board is followed and that the Moorhead Area Public Schools District will remain in compliance with the laws of the State of Minnesota in regard to Comparable Worth/Pay Equity. (Refer to Administrative Procedure 403.1)

Legal References:

~~Minnesota Statute 471.9981 (Pay Equity Compliance)~~

~~Minnesota Statute 471.991 (Definitions)~~

~~Minnesota Statute 471.992 (Equitable Compensation Relationships)~~

~~Minnesota Statute 471.993 (Compensation Relationships of Positions)~~

~~Minnesota Statute 471.994 (Job Evaluation System)~~

MEMO #: S-06-095

TO: School Board

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

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Chemical Use and Abuse (420).

Suggested Resolution: Move the approve the policy, Chemical Use and Abuse (420), as presented.

LPN:mde
Attachment

Board Policies

Chemical Use and Abuse

School Board Policy: 420

Section: 400 EMPLOYEE/PERSONNEL

Date Adopted: 10/28/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The Moorhead School Board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The Moorhead School Board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the Moorhead Area Public Schools District in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol is prohibited in the school setting in accordance with school district policies and respect to Drug-Free Workplace/Drug-Free School.
- B. It is the policy of this school district to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.
- C. Each school administrator shall establish a plan for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. It will be the responsibility of the superintendent or designee to collaborate with community agencies to address chemical abuse in the district and community.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

III. DEFINITIONS

- A. "Chemical abuse" means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.
- B. "Chemicals" includes but is not limited to alcohol, toxic substances, and controlled substances as defined in the school district's Drug-Free Workplace/Drug-Free School policy.
- C. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event or functions, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

A. Instruction.

- 1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. Each school shall have age-appropriate, and developmentally based activities that: ~~drug and alcohol prevention and education programs for all students that address the legal, social, personal and health consequences of the use of chemicals, promote a sense of individual responsibility, and provide information about effective techniques for resisting peer pressure to use chemicals.~~

- a. address the consequences of violence and the illegal use of drugs, as appropriate;
- b. promote a sense of individual responsibility;
- c. teach students that most people do not illegally use drugs;
- d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
- e. teach students about the dangers of emerging drugs;
- f. engage students in the learning process; and
- g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.

3. Each school shall have ~~programs of drug prevention, comprehensive health education, early intervention, pupil services, mentoring, or rehabilitation referral, which emphasize students' sense of individual responsibility and which may include:~~ activities that involve families, community members and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.

- a. ~~the dissemination of information about drug prevention;~~
- b. ~~the professional development of school personnel, parents, students, law enforcement officials, judicial officials, health service providers and community leaders in prevention, education, early intervention, pupil services or rehabilitation referral; and~~
- c. ~~the implementation of strategies, including strategies to integrate the delivery of services from a variety of providers; to combat illegal alcohol, tobacco and drug use, such as:~~
 - i. ~~family counseling;~~
 - ii. ~~early intervention activities that prevent family dysfunction, enhance school performance, and boost attachment to school and family; and~~
 - iii. ~~activities, such as community service and service-learning projects, that are designed to increase students' sense of community.~~

4. Each school shall ~~have drug abuse resistance education programs, designed to teach students to recognize and resist pressures to use alcohol or other drugs, which may include activities such as classroom instruction by uninformed law enforcement officers, resistance techniques, resistance to peer pressure and gang pressure, and provisions for parental involvement.~~ disseminate drug and violence prevention information within the school and to the community.

5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.

6. Each school shall have drug and violence prevention activities that may include the following:

- a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
- b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with

students in support of youth drug and violence prevention activities under this policy that are implemented in the school.

c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.

e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use/Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location.

a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.

b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.

c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.

d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with ~~sSchool~~ ~~bBoard~~ policies regarding search and seizure.

e. The ~~Moorhead Area Public Schools school district~~ will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.

2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing or selling chemicals:

a. The employee shall notify the building administrator or school counselor shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the students or parents, or providing a meeting between professional school staff and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.

b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

3. Students involved in the abuse, possession, transfer, distribution or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56, and proposed for expulsion.

4. Searches by school district officials in connection with the abuse, possession, transfer, distribution or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

1. The school district shall have a chemical abuse preassessment team designated by the Superintendent or designee.

The team will be composed of teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. 138.163.

DE. Consent

Any minor may give effective consent for medical, mental and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. EMPLOYEES

A. The ~~s~~Superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students and others about:

1. The dangers and health risks of chemical abuse in the workplace/school.
2. The school district's drug-free workplace/drug-free school policy.
3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry and/or assistance programs available to employees and/or students.

B. The ~~s~~Superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act of 1988 within ten (10) days after receiving notice of a conviction of an employee for a violation of a criminal drug statute occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the Superintendent.

Legal References:

Minnesota Statute 121A.25-11A.29 (Chemical Abuse)
 Minnesota Statute 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minnesota Statute 138.163 (Records Management Act)
 Minnesota Statute 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
 41 U.S.C. 701-707 (Drug-Free Workplace Act ~~of 1988~~)
 20 U.S.C. 7101-71434 (Safe and Drug-Free Schools and Communities Act ~~of 1994~~)

34 C.F.R. Part 85 (Government-wide Requirements for Drug-Free Workplace)

Cross References:

Moorhead School Board Policy 421: Employee Drug and Alcohol Testing

Moorhead School Board Policy 551: Student Discipline


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

Moorhead School Board Policy 5754: Search of Student Lockers, Desks, Personal Possessions, and Students Person

Moorhead School Board Policy 5765: Student Use and Parking of Motor Vehicles, Patrols, Inspections and Searches

MEMO #: S-06-097

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Student Parental, Family and Marital Status Nondiscrimination (503).

Suggested Resolution: Move the approve the policy, Student Parental, Family and Marital Status Nondiscrimination (503), as presented.

LPN:mde
Attachment

Board Policies

Student Parental, Family and Marital Status Nondiscrimination

School Board Policy: 503

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

II. GENERAL STATEMENT OF POLICY

A. Moorhead Area Public Schools provides equal educational opportunity for all students and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.

B. Moorhead Area Public Schools will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.

C. Moorhead Area Public Schools may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.

D. Moorhead Area Public Schools will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.

E. It is the responsibility of every school district employee to comply with this policy.

F. The Moorhead School Board has designated the Assistant Superintendent of Teaching and Learning as its Title IX Coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss it them with the school building principal administrator and/or school building counselors Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. Any further inquiry or complaint should be referred to the district's School Superintendent and/or the district's human rights officer.

H. Any reports of unlawful discrimination under this policy will be handled, investigated and acted upon in the manner specified in district policy.

Legal References:

Minnesota Statute 363.01 et seq. (Minnesota Human Rights Act)
20 U.S.C. 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing regulations of Title IX)

Cross References:

Moorhead School Board Policy 501: Student Equal Education Opportunity
Moorhead School Board Policy 502: Student Disability Nondiscrimination
Moorhead School Board Policy 570: Prohibition of Harassment and Violence
Moorhead School Board Policy 578: Bullying Prohibition

MEMO #: S-06-096

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Protection and Privacy of Student Records (504)

Suggested Resolution: Move the approve the policy, Protection and Privacy of Student Records (504), as presented.

LPN:mde
Attachment

Board Policies

Protection and Privacy of Student Records

School Board Policy: 504

Section: 500 STUDENTS

Date Adopted: 4/27/1982

Date Revised: 11/12/2001

Dates Reviewed: 10/27/97
11/12/01

I. PURPOSE

~~The school district~~ Moorhead Area Public Schools recognizes its responsibility in regard to the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. 1232g, et seq., (Family Educational Rights and Privacy Act) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Dates of Attendance

Date of attendance, as referred to in Directory Information, means the period of time during which a student attends or attended a school or schools in the school district. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

B. Dependent Student

A "dependent student" is an individual who during each of five (5) calendar months during the calendar year in which the taxable year of the parent begins:

1. is a full-time student at an educational institution; or
2. is pursuing a full-time course of instructional on-farm training under the supervision of an accredited agent of an educational institution or of a state or political subdivision of the state.

C. Directory ~~Information~~

Directory information means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received and the most recent previous educational agency or institution attended. Directory information does not include personally identifiable data which references religion, race, color, social position or nationality. Data collected from nonpublic school students, other than those who receive shared time educational services, shall not be designated as directory information unless written consent is given by the student's parent or guardian.

D. Education ~~Records~~

1. What constitutes "education records." Education records means those records which are: (1) ~~are~~ directly related to a student; and (2) ~~are~~ maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term "education records" does not include:

a. Records of instructional, supervisory and administrative personnel and educational personnel ancillary thereto which are:

- (1) ~~are~~ in the sole possession of the maker thereof; ~~and~~
- (2) ~~are~~ not accessible or revealed to any other individual except a temporary substitute for the maker of the record; and
- (3) ~~are~~ destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

- (1) maintained separately from education records;
- (2) maintained solely for law enforcement purposes; and
- (3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which are:

- (1) ~~are~~ made and maintained in the normal course of business;
- (2) related exclusively to the individual in that individual's capacity as an employee; and
- (3) ~~are~~ not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:

- (1) made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records that only contain information about an individual after he or she is no longer a student at the school district.

E. Eligible ~~s~~Student:

Eligible student means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

F. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

G. Legitimate ~~e~~Educational ~~i~~Interest:

Legitimate educational interest includes interest directly related to classroom instruction, teaching student achievement

and progress, discipline of a student and student health and welfare. It includes a person's need to know in order to:

1. ~~P~~perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. ~~P~~perform a supervisory or instructional task directly related to the student's education; or
3. ~~P~~perform a service or benefit for the student and/or the student's family such as health care, counseling, student job placement or student financial aid.

~~G~~H. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

~~H~~I. Personally ~~I~~dentifiable

Personally identifiable means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number; (e) a list of personal characteristics that would make the student's identity easily traceable; or (f) other information that would make the student's identity easily traceable.

~~I~~J. Record

Record means any information or data recorded in any way including, but not limited to, handwriting, print, ~~tape, film, microfilm and microfiche~~ computer media, video or audio tape, film, microfilm and microfiche.

~~J~~K. Responsibility ~~a~~Authority

Responsibility authority means the Superintendent, and/or other administrators such as an assistant superintendent, a ~~principal building administrator~~, or other administrative supervisor.

~~K~~L. Student

Student includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

~~L~~M. School ~~s~~Official

School official includes: (a) a person duly elected to the school board; (b) a person employed by the Moorhead ~~s~~School ~~b~~Board in an administrative, supervisory, instructional or other professional position; (c) a person employed by the ~~s~~School ~~b~~Board as a temporary substitute in a professional position for the period of his or her performances as a substitute; and (d) a person employed by, or under a contract to, the ~~s~~School ~~b~~Board to perform a special task such as a secretary, a clerk, an attorney or an auditor for the period of his or her performances as an employee or contractor.

~~M~~N. Summary ~~d~~Data

Summary data means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristics that could uniquely identify the individual is ascertainable.

~~N~~O. Other ~~t~~Terms and ~~p~~Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received or maintained by a school district is public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which related to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of 20 U.S.C. 1232g and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of ~~p~~Parents and ~~e~~Eligible ~~s~~Students:

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of ~~11th and 12th~~ secondary grade students' names, addresses, and home telephone numbers to military recruiting officers.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in ~~the~~ Section XXI. COPIES OF POLICY ~~section~~ of this policy.

B. Eligible ~~s~~Students:

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent ~~r~~Required for ~~d~~Disclosure:

1. The school district shall obtain a signed and dated written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made; and

d. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

a. identifies and authenticates a particular person as the source of the electronic consent; and

b. indicates such person's approval of the information contained in electronic consent.

5. If the responsibility authority seeks an individual's informed consent to the release of private data to an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e., both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health related services provided by a school district that are subject to third party reimbursement.

56. Eligible student consent. Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. STATEMENT OF RIGHTS of this policy.

B. Prior ~~e~~Consent for ~~d~~Disclosure ~~a~~Not ~~r~~Required:

~~The school district~~ Moorhead Area Public Schools may disclose personally identifiable information from the education records of a student without written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To officials of other schools or school districts in which the student seeks or intends to enroll. ~~This provision shall serve as notice that the school district forwards education records on request to a school in which a student seeks or intends to enroll, and that the district will not further notify parents or eligible students prior to such a transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student~~

possessed or used a dangerous weapon, and with proper annual notice, suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act, and if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. 260B.171, unless the data are required to be destroyed under Minn. Stat. 120A.22, Subd. 7(c) or 121A.75.
~~Upon~~ On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with ~~the~~ Section XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA ~~section~~ of this policy.

3. To authorized representatives of the Comptroller General of the United States, the Secretary of the U.S. Department of Education, or an official or employee of the Department of Education acting for the Secretary under a delegation of authority, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

4. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means of payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution.

5. To state and local officials or authorities to whom such information is specifically required to be reported or disclosed by state statute ~~enacted prior to November 19, 1974; adopted:~~

a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and the date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

6. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted. For purposes of this provision, the term "organizations" includes, but is not limited to, federal, state and local agencies and independent organizations.

7. To accrediting organizations in order to carry out their accrediting functions;

8. To parents of a dependent student ~~as defined in section 152 of the Internal Revenue Code of 1986;~~

9. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith; ~~and so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the~~

subpoena not be disclosed. In addition, if the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.

10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

11. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

12. Information the school district has designated as "directory information" pursuant to the Section VII, RELEASE OF DIRECTORY INFORMATION section of this policy.

13. To military recruiting officers pursuant to the Section XI, MILITARY RECRUITMENT section of this policy.

14. To the parent of a student who is not an eligible student or to the student himself or herself.

15. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent diseases or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

16. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or

17. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the building administrator or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

18. To the building administrator where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a Superintendent under Minn. Stat. 260B.171, Subd. 3. The building administrator must notify the counselor immediately and must place the disposition order in the student's permanent education record. The building administrator also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the

building administrator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The building administrator may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the building administrator determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the building administrator must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

19. To the building administrator where the student attends if it is information from a peace officer's record of children received by a Superintendent under Minn. Stat. 260B.171, Subd. 5. The building administrator must place the information in the student's educational record. The building administrator also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the building administrator believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The building administrator may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the building administrator determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the building administrator must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The building administrator must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the Superintendent of such action.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification:

Directory information is public except as provided herein.

B. Former sStudents:

~~The school district may disclose directory information from the education records generated by it regarding an individual who is no longer in attendance within the school district without meeting the requirements of Paragraph C of this Section. Unless a former student affirmatively opted out of the release of directory information in his or her last~~

year of attendance, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," Moorhead Area Public Schools may release records that only contain information about an individual obtained after he or she is no longer a student at the school district.

C. Present ~~s~~Students and Parents:

The school district may disclose directory information from the education records of a student without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually, give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy.

D. Procedure for ~~o~~Obtaining ~~n~~Nondisclosure of ~~d~~Directory ~~i~~Information:

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration:

The designation of any information as directory information about a student will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private ~~r~~Records:

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy, without the prior written consent of the parent or the eligible student.

B. Private ~~r~~Records ~~n~~Not ~~a~~Accessible to ~~p~~Parent:

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. 144.341 to 144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private ~~Records~~ ~~Not~~ ~~Accessible~~ to ~~Student~~:

Students shall not be entitled to access ~~to~~ private data concerning financial records and statements of the student's parent or any information contained therein.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential ~~Records~~

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or an eligible student.

B. Reports under the Maltreatment of Minors Reporting Act:

Pursuant to Minn. Stat. 626.556, reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The data subject, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. 626.556, Subd. 11.

C. Investigative ~~Data~~:

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

- 1. The school district may make any data classified as protected nonpublic or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- 2. A complainant has access to a statement provided by the complainant to the school district.
- 3. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data

would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
4. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing the student, the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 127.26 et seq.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS

A. ~~The School District must~~ Moorhead Area Public Schools will release, without parent or student consent, the names, addresses, and home telephone numbers of secondary students enrolled in grades 11 and 12 to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- (1) may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
- (2) cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

C. A parent or eligible student has the right to refuse the release of the above information to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the responsible authority (building ~~principal~~ administrator) in writing by September 1 each year. The written request must include the following information:

- 1. Name of student and parent, as appropriate;
- 2. Home address;
- 3. Student's grade level;
- 4. School presently attended by student;
- 5. Parent's legal relationship to student, if applicable; and
- 6. Specific category or categories of information which are to be released to military recruiters;
- 7. Specific category or categories of directory information which are not to be released to the public, including military recruiters.

D. Annually, ~~the school district~~ Moorhead Area Public Schools will provide public notice by any means that are reasonably likely to inform the parents and eligible students of the parent's or eligible student's right to refuse to release the names, addresses, and home phone numbers of secondary students enrolled in the 11th and 12th grades without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy also must be followed. Accordingly, to the extent the school district has designated the name, ~~address, phone number~~ and grade level of student as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers as well as other members of the public.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure:

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this Section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure ~~is~~ Not ~~Prohibited~~:

1. Subdivision A. of this Section does not preclude the school district from disclosing personally identifiable information under the Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

~~1a.~~ The disclosures meet the requirements of ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy; and

~~2b.~~ The school district has complied with the recordkeeping requirements of ~~the~~ Section XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING ~~section~~ of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students.

C. Classification of ~~disclosed~~ Data:

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification:

The school district shall, except for the disclosure of directory information under ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy, or except for disclosures to a parent or student, inform the party to whom a disclosure is made of the requirements set forth in this Section.

XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING

A. Responsibility ~~is~~ Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record ~~is~~ Security:

The ~~principal building administrator~~ of each school subject to the supervision and control of the responsible authority

shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for ~~s~~Securing ~~s~~Student ~~r~~Records:

The building ~~principal~~ administrator shall submit to the responsible authority a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of ~~w~~Written ~~p~~Plan for ~~s~~Securing ~~s~~Student ~~r~~Records:

The responsible authority shall review the plans submitted pursuant to Paragraph C of this Section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C which shall be attached to and become a part of this policy.

E. Recordkeeping:

1. The ~~principal~~ building administrator shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student; and
 - b. the legitimate interests these parties had in requesting or obtaining the information;
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph B of ~~the~~ Section XII. LIMITS ON DISCLOSURE ~~section~~ of this policy, the record of disclosure required under this ~~S~~section shall also include:
- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
 - b. the legitimate interests under ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy which each of the additional parties has in requesting or obtaining the information.
3. Paragraph (1) of Recordkeeping does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Paragraph B1(a) of ~~the~~ Section VI. DISCLOSURE OF EDUCATION RECORDS ~~section~~ of this policy, or to requests for disclosures of directory information under ~~the~~ Section VII. RELEASE OF DIRECTORY INFORMATION ~~section~~ of this policy.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and

c. the parties authorized by law to audit the recordkeeping procedures of the school district.

5. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

(Continued)

Board Policies

Protection and Privacy of Student Records -- Continued

School Board Policy: 504

Section: 500 STUDENTS

Date Adopted: 4/27/1982

Date Revised: 11/12/2001

Dates Reviewed: 10/27/97
11/12/01

(Continued)

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a ~~s~~Student, ~~or an e~~Eligible ~~s~~Student ~~or the Parent of an Eligible Student Who is Also a Dependent Student~~:

The school district shall permit the parent of a student or an eligible student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in ~~the~~ Section VI. DISCLOSURE OF PRIVATE RECORDS ~~section~~ of this policy.

B. Response to ~~r~~Request for ~~a~~Access:

The school district shall respond to any request pursuant to Subdivision A of this ~~S~~section immediately, if possible, or within ~~five (5)~~ ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays. ~~In the event the school district cannot comply with the request within the initial five (5) day period, the responsible authority shall so notify the requesting individual and the responsible authority may have an additional five (5) days within which to comply, excluding Saturdays, Sundays and legal holidays.~~

C. Rights to ~~i~~Inspect and ~~r~~Review:

The right to inspect and review education records under Subdivision A of this ~~S~~section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. ~~The right to obtain copies of the records from the school district where failure of the school district to provide copies would effectively prevent the parent or eligible student from exercising the right to inspect and review the education records. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.~~
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the educational records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of ~~r~~Request:

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of ~~s~~Student ~~r~~Records:

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records

may be inspected.

F. Records ~~e~~Containing ~~i~~Information on ~~m~~More ~~t~~Than ~~e~~One ~~s~~Student:

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to ~~i~~Inspect or ~~r~~Review:

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for ~~e~~Copies of ~~r~~Records:

1. The school district shall charge a reasonable fee for providing photo copies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies;
- c. any schedule of standard copying charges established by the school district in its normal course of operations;
- d. any special costs necessary to produce such copies from machine based recordkeeping systems, including but not limited to computers and microfilm systems; and
- e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be not more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

~~34.~~ The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.

~~45.~~ The school district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be the actual search/retrieval and copying costs, plus postage, if that is involved.

XV. REQUESTS TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Requests to ~~a~~Amend ~~e~~Education ~~r~~Records:

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy or other rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requester believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requester wishes the school district to make. The request shall be signed and dated by the requester.
2. The school district shall decide whether to amend the education records of the student in accordance with the request

within a reasonable period of time of receipt of the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall so inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B of this §section.

B. Right to a ~~H~~Hearing-

If the school district refuses to amend the education records of a student, the school district shall, on request, provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C of this §section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly, so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B of this §section shall:

a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of ~~H~~Hearing-

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The ~~s~~School ~~b~~Board attorney shall be in attendance to present the ~~s~~School ~~b~~Board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A and B of this §section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal-

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minn. Stat. Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or

concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means Superintendent or designee.

XVII. COMPLAINTS FOR NONCOMPLIANCE

A. Where to ~~f~~File ~~e~~Complaints:

Complaints regarding alleged violations of rights accorded parents and eligible students by 20 U.S.C. 1232g, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy and Regulations Office, U.S. Department of Education, Washington, D.C. 20202.

B. Content of ~~e~~Complaint:

A complaint filed pursuant to this ~~S~~section must contain specific allegations of fact giving reasonable cause to believe that a violation of 20 U.S.C. 1232g and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to 20 U.S.C. 1232g. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

~~XVIII~~. ANNUAL NOTIFICATION OF RIGHTS

A. Content of ~~n~~Notice:

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records;
2. That the parent or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate misleading, or otherwise in violation of the student's privacy or other rights;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. 1232g, and the rules promulgated thereunder;
5. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding protection and privacy of pupil records; and
6. That copies of the school district's policy regarding the protection and privacy of school records are located in the Superintendent's Office and the district's Web site (www.moorhead.k12.mn.us).

B. Notification to parents of students having a primary home language other than English.

The school district shall provide for the need to effectively notify parents of students identified as having a primary home language other than English.

XIX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the Superintendent and the district's Web site (www.moorhead.k12.mn.us).

Legal References:

Minn. Statute Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Statute 120A.22 (Compulsory Instruction)
 Minn. Statute 121A.75 (Sharing ~~Juvenile~~ Disposition Order and Peace Officer Records)
 Minn. Statute 121A.40 to 121A.56 (The Pupil Fair Dismissal Act)
 Minn. Statute 144.341-144.347 (Consent of Minors for Health Services)
 Minn. Statute 260B.171, ~~s~~Subds. 3 and 5 (~~Delinquent Juvenile Records~~ Disposition Order and Peace Officer Records of Children)
 Minn. Statute 626.556 (Reporting of Maltreatment of Minors)
 Minn. Rules Pts. 1205.0100-1205.2000
 20 U.S.C. Sec 1232g et seq. (Family Educational Rights and Privacy Act)
 26 U.S.C. Secs. ~~4052~~ 151 and 152 (Internal Revenue Code)
 34 C.F.R. Secs. 99.1-99.67 (Family Educational Rights and Privacy)
 "No Child Left Behind Act of 2001," P.L. 107-110
Gonzaga University v. Doe, 536 U.S. 273 (2002)

Cross References:

Moorhead School Board Policy 551: Student Discipline
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records - Privacy - Access to Data)

PUBLIC NOTICE

Independent School District No.152 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:

a. That parent or eligible student has a right to inspect and review the student's education records. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected.

b. That the parent or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. Such a request must be in writing, shall identify the item the parent or eligible student believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed and dated by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent. ~~One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school district as an administrator, supervisor, instructor, or support staff members (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school district has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility, and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress,~~

~~discipline of a student and student health and welfare.~~

d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the School Board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;

e. That the school district forwards education records on a request to a school in which a student seeks or intends to enroll, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and data regarding a student's history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C 1232g, and the rules promulgated thereunder. Said complaint should be directed to:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, DC 20202-4605.

ge. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records.

fh. That copies of the school district's policy regarding the protection and privacy of school records are located in the Superintendent's Office or the district's Web site (www.moorhead.k12.mn.us).

2. Independent School District No.152 has adopted a ~~s~~School ~~b~~Board policy in order to comply with state and federal laws regarding education records. The policy does the following:

a. It classifies records as public, private or confidential.

b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents or students to request the amendment of student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.

d. It establishes procedures and regulations for access to and disclosure of education records.

e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the ~~s~~School ~~b~~Board policy and accompanying procedures and regulations are available to parents and students upon request to the Superintendent.

4. Pursuant to applicable law, Independent School District No.152 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; date of birth; major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.

a. The information listed above shall be public information which the school district may disclose from the education records of a student.

b. Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.

c. In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent or eligible student must make a written request to the building ~~principal~~ administrator within thirty (30) days after the date of the last publication of this notice. This written request must include the following information:

- (1) Name of student and parent, as appropriate;
- (2) Home address;
- (3) School presently attended by student;
- (4) Parent's legal relationship to student, if applicable;
- (5) Specific category or categories of directory information which is not to be made public without the parent's or eligible student's prior written consent.

5. Pursuant to applicable law, Independent School District No. 152 hereby gives notice to parents of ~~students enrolled in the 11th and 12th grades~~ secondary students and eligible students ~~enrolled in the 11th and 12th grades~~ of their rights regarding release of information to military recruiting officers. The school district must release, without parent or student consent, the names, addresses, and home telephone numbers of secondary students ~~enrolled in the 11th and 12th grades~~ to military recruiting officers within 60 days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD A PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY (BUILDING ~~PRINCIPAL~~ ADMINISTRATOR) BY SEPTEMBER 1 EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;
- (2) HOME ADDRESS;
- (3) STUDENT'S GRADE LEVEL;
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH IS NOT TO BE RELEASED TO MILITARY RECRUITERS.

(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITERS.


NOTICE: Refusal to release the above information to military recruiting officers alone does not affect the School District's release of directory information to the public, including military recruiting officers. In order to make any directory information about a student private, the procedures contained in the Protection and Privacy of Pupil Records Policy also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers, you also must notify the School District that you do not want this directory information released to any member of the public, including military recruiting officers.

INDEPENDENT SCHOOL DISTRICT NO. 152
MOORHEAD, MINNESOTA

Dated:
Signed:
Chair:

MEMO #: S-06-098

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Enrollment of Nonresident Students (511).

Suggested Resolution: Move the approve the policy, Enrollment of Nonresident Students (511), as presented.

LPN:mde
Attachment

Board Policies

Enrollment of Nonresident Students

School Board Policy: 511

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

Moorhead Area Public Schools will participate in the Enrollment Options Program established by Minnesota Statute 124D.03. It is the purpose of this policy to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility: Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by Moorhead ~~a~~School ~~b~~Board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by ~~a~~School ~~b~~Board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statute 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph IIA, the school district may refuse to allow a pupil who is expelled under Section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment;

1. previous academic achievement of a student
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section ~~D~~ E of this policy.

D. Application. The student and parent or guardian must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of ~~Children, Families and Learning~~ Education and send completed form to nonresident district by January 15 of each year. Following approval by the nonresident district, parents/guardians must notify the nonresident district by March 1 of their attendance commitment. Open enrollment web site: <http://efl.state.mn.us/ed/openenrol> or call 651/582-8471 (that enrollment form follows this policy). Forms are also available ~~at~~ from the ~~Office~~ Department of Teaching and Learning.

E. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the ~~s~~Superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The ~~s~~Superintendent may make further inquiries. If the ~~s~~Superintendent determines that the applicant should be admitted, he or she will notify the applicant and the ~~s~~School ~~b~~Board chair. If the ~~s~~Superintendent determines that the applicant should be excluded, the ~~s~~Superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statute 124D.03, ~~124D.07~~ or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minnesota Statute 120A.22, Subd. 8.

2. The school district may also terminate the enrollment of a nonresident student over 16 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statute 120A.22, Subd. 8.

Legal References:

Minnesota Statute 120A.22, Subd. 8 (Compulsory Instruction)
 Minnesota Statute 124D.03, ~~Subds. 3, 4, 6 and 7~~ (Enrollment Options Program)
 Minnesota Statute 124D.68 (High School Graduation Incentives Program)
 Minnesota Statute 121A.40 ~~to~~ -121A.56 (The Pupil Fair Dismissal Act of 1974)
 Minnesota Statute 260C.007, Subd. 19 (Habitual Truant Defined)
 Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

Cross References:

Moorhead School Board Policy 512: Tuition Fees
 Moorhead School Board Policy 551: Student Discipline
 Moorhead School Board Policy 640: Moorhead Area Public Schools Graduation Requirements Policy
 MSBA Service Manual, Chapter 5, Various Educational Programs



APPLICATION FOR ENROLLMENT

SCHOOL DISTRICT ENROLLMENT OPTIONS PROGRAM

ED-01861-21

GENERAL INFORMATION AND INSTRUCTIONS: Kindergarten through twelfth grade students and pre-kindergarten children with disabilities may apply to attend a public school outside of their resident district (Minn. Stat. § 124D.03). Use one application for each student.

Parent/Guardian: Request school and program information from districts, visit schools, and ask questions of administrators, teachers, parents and students. You may also visit the Department of Education's Web Site at <http://education.state.mn.us> for information about school districts, schools and school programs. If you have questions or need assistance, call Enrollment Options at (651) 582-8471.

Once you decide to apply, you must inform the school your child is currently attending that you are applying to a non-resident district for enrollment.

Complete Section 1 and sign Section 2. Send the completed application to the non-resident district (not to Department of Education). Applications must be sent to the non-resident district by **January 15** for enrollment beginning the following school year. If you miss the January 15 deadline, contact the non-resident district to determine if you are eligible for a waiver of that deadline.

You can expect to receive an approval or disapproval from the non-resident district by **February 15**. When you receive an approval of your application you must by **March 1** notify the non-resident district of your commitment to attend there the following school year.

SECTION 1: TO BE COMPLETED BY THE STUDENT'S PARENT OR GUARDIAN

Parent/Guardian Name (Last, First, M.I.)		Telephone Number Home: () - Work: () -	
Parent/Guardian Address		City/State/Zip Code	
Resident District		City	
District of Choice (Non-Resident School District)			
Student Name (Last, First, M.I.)		Birthdate Mo. Day Year	Gender <input type="checkbox"/> M <input type="checkbox"/> F
School Currently Attending or Last Attended		Grade (as of today's date)	Special Needs (optional)
Reason for Request: (This does not affect your acceptance)		List school(s) choice(s) in non-resident district in order of priority 1. _____ 2. _____ 3. _____	
For Minneapolis students applying for the "Choice is Yours" plan, do you believe your child qualifies for free or reduced price lunch? No <input type="checkbox"/> Yes <input type="checkbox"/> Don't Know <input type="checkbox"/>			
Are you applying to other districts? No <input type="checkbox"/> Yes <input type="checkbox"/> If yes, which district(s): _____			

SECTION 2: PARENT/GUARDIAN VERIFICATION OF INFORMATION

I hereby verify that the above information is true and correct to the best of my knowledge and belief.

Signature - Parent/Guardian

Date

Non-Resident District: Complete Section 3. The non-resident district must notify parents/guardians by **February 15** of approval or disapproval of application. After receipt of commitment to attend, the non-resident district must notify the resident district by **March 15** of the student's intent to enroll. Copies of all disapproved applications must be sent to the Department of Education.

SECTION 3: TO BE COMPLETED BY THE NONRESIDENT DISTRICT

Date of Receipt of Application	District Name	District Number
Contact Person	Title	Telephone Number () -
<input type="checkbox"/> APPROVED ¹		<input type="checkbox"/> DISAPPROVED ²
_____ Signature - Superintendent / Responsible Authority		_____ Date
¹ On the basis of information provided in the above application, and with respect to district criteria, policies and procedures, the above student will be assigned for enrollment in: _____ on _____ at _____ School Building Name Starting Date Grade Level Please visit the district offices at least ten (10) days prior to the above starting date for completion of all enrollment forms.		² The above district is unable to approve your request for enrollment for the following reason(s): <input type="checkbox"/> Lack of capacity in a building <input type="checkbox"/> Lack of capacity in a program <input type="checkbox"/> Lack of capacity in a class <input type="checkbox"/> Already reached enrollment set by law

MEMO #: S-06-099

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Corporal Punishment (552).

Suggested Resolution: Move the approve the policy, Corporal Punishment (552), as presented.

LPN:mde
Attachment

Board Policies

Corporal Punishment

School Board Policy: 552

Section: 500 STUDENTS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the Moorhead Area Public Schools District shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

III. EXCEPTIONS

School district employees may use reasonable force to correct or restrain a student only when necessary to prevent the child from injuring him or herself, others or property or to prevent bodily harm or death to another.

IV. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:

Minnesota Statute 123B.25 (Actions Against Districts and Teachers)

Minnesota Statute 121A.58 (Corporal Punishment)

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


Minnesota Statute 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross Reference:

Moorhead School Board Policy 551: Student Discipline

MEMO #: S-06-100

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Extended School Year for Students with Individual Education Plans (604).

Suggested Resolution: Move the approve the policy, Extended School Year for Students with Individual Education Plans (604), as presented.

LPN:mde
Attachment

Board Policies

Extended School Year for Students with Individual Education Plans

School Board Policy: 604

Section: 600 EDUCATION PROGRAMS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

Title revision: Extended School Year for Students with Individualized Education Plans programs

I. PURPOSE

The purpose of this policy is to ensure that Moorhead Area Public Schools' compliance with the overall requirements of law as mandated for certain students subject to individualized education plans programs (IEPs) when necessary as part of a free appropriate public education in the least restrictive environment (FAPE/LRE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. It shall be the policy of the Moorhead Area Public Schools to provide an extended school year (ESY) for those students subject to IEP's when it is determined services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

1. ~~that the student will experience "significant regression" in the absence of an educational program;~~
2. ~~the time required to relearn the skills lost is excessive; or~~
3. ~~the effects of the breaks in programming are such as to prevent the student from attaining the state of self-sufficiency that the student would otherwise reasonably be expected to reach.~~

B. ~~The amount of and type of service for the extended service period will be that required to maintain performance on IEP goals.~~ Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;
2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

E. No Unilateral Decisions. In implementing the requirements of this section, the school district may not unilaterally limit the type, amount, or duration of those services.

Legal References:

Minnesota Rules Part 3525.2900, Subp. 1 G 0755

(Individuals with Disabilities Education Act), U.S.C., Title 20, 1401 et seq.

34 C.F.R. Part 300

Cross References:

Moorhead School Board Policy 602: Special Education Programs

Moorhead School Board Policy 603: Special Education Policies and Procedures

MEMO #: S-06-101

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Home Schooled Students (608).

Suggested Resolution: Move the approve the policy, Home Schooled Students (608), as presented.

LPN:mde
Attachment

Board Policies

Home Schooled Students

School Board Policy: 608

Section: 600 EDUCATION PROGRAMS

Date Adopted: 2/11/2002

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Minnesota Compulsory Attendance Law (Minnesota Statute 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that their child acquires knowledge and skills that are essential for effective citizenship. (Minnesota Statute 120A.22, Subd. 1)

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district they reside in must provide instruction and meet requirements specified in Minnesota Statute 120A.22.

IV. IMMUNIZATION

As required in statute, the parent/guardian of a home-schooled child shall submit statements on the child's immunizations as required by law to the ~~Public School~~ Superintendent in the district in which the child resides by October 1st of each school year. (Minnesota Statute 121A.15)

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request as required by law, Moorhead Area Schools will provide textbooks, individualized instructional materials and standardized tests and loan or provide them for use by a home schooled child. The district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to Minnesota Statutes 123B.40-123B.48 for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, Moorhead Area Public Schools will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided by Minnesota Statute 123B.44 and Minnesota Rules Ch. 3540. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to Minnesota Statute 123B.40-123B.48 for any of these purposes.

VII. ~~CLASS OFFERINGS~~ SHARED TIME PROGRAMS

A. A home schooled child who is a resident of the school district may enroll in classes in the district as a shared time pupil on the same basis as other nonpublic school students. The provision of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.

B. The school district may limit enrollment of shared-time pupils in such classes based on capacity of a program, class, grade level, or school building. The Moorhead School Board and administration retain sole discretion and

control over scheduling of all classes and assignment of shared time pupils in classes.

VIII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (where five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students (Minnesota Statutes 123B.36, Subd. 1 and 123B.49, Subd. 4). Home schooled students will be expected to meet Moorhead and Minnesota High School League Eligibility Rules, Moorhead's Student Code of Ethics, and required to pay Activity Fees at the same level as students enrolled in Moorhead Area Public Schools.

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

1. Minnesota State High School League sponsored activities (where six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League Bylaw 403.00. The approval of such an arrangement shall be at the discretion of the School Board.

a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.

b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.

c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.

2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the School Board to participate in the activity and the payment of any activity fees associated with the activity. However home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the School Board.

Legal References:

Minnesota Statute 120A.22 (Compulsory Instruction)
 Minnesota Statute 120A.24 (Reporting)
 Minnesota Statute 120A.26 (Enforcement and Prosecution)
 Minnesota Statute 121A.15 (Health Standards; Immunizations; School Children)
 Minnesota Statute 123B.36 (School Boards May Require Fees)
Minnesota Statute 123B.40 (Declaration of Policy)
 Minnesota Statute 123B.41 (Definitions)
 Minnesota Statute 123B.42 (Textbooks, Individual Instruction Material, Standard Tests)
Minnesota Statute 123B.43 (Use of Individualized Instructional Materials)
 Minnesota Statute 123B.44 (Provision of Pupil Support Services)
Minnesota Statute 123B.45 (Payments for Contractual Obligations)
Minnesota Statute 123B.46 (Administrative Costs)
Minnesota Statute 123B.47 (Notice to Districts: Proration)
Minnesota Statute 123B.48 (Limit on District Obligations)
 Minnesota Statute 123B.49 (Cocurricular and Extracurricular Activities)
 Minnesota Statute 123B.86 (Equal Treatment - Transportation)
 Minnesota Statute 123B.92 (Transportation Aid Entitlement)

Minnesota Statute 124D.03 (Enrollment Options Program)

Minnesota Rules Chapter 3540 (Textbooks, Individualized Instruction Materials, Standardized Tests)

Cross References:

Moorhead School Board Policy 511: Enrollment of Nonresident Students

Moorhead School Board Policy 530: Student Immunization Requirements

Moorhead School Board Policy 541: Student Activity Eligibility


Moorhead Administrative Procedure 541.1: Moorhead High School/Minnesota ~~State High School~~ League Activity

Eligibility ~~Information~~ Form

Moorhead School Board Policy 640: Moorhead Area ~~High~~ Public Schools Graduation Policy

MEMO #: S-06-102

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Moorhead Area Public Schools Graduation Policy (640).

Suggested Resolution: Move the approve the policy, Moorhead Area Public Schools Graduation Policy (640), as presented.

LPN:mde
Attachment

Board Policies

Moorhead Area Public Schools Graduation Policy

School Board Policy: 640

Section: 600 EDUCATION PROGRAMS

Date Adopted: 7/30/1985

Date Revised: 5/9/2005

Dates Reviewed: 4/1990

4/14/1994

6/8/1998

5/9/2005

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from Moorhead Area Public Schools.

II. GENERAL STATEMENT OF POLICY

Moorhead High School is a comprehensive high school. Diplomas are awarded to all graduates who meet the requirements established by the Moorhead School Board and the Minnesota Department of Education.

It is the policy of the Moorhead Area Public Schools ~~District~~ that all students must pass the Minnesota Basic Skills tests ~~in reading, mathematics and written composition~~ or the Minnesota Comprehensive Assessments Second Edition (MCA-IIs) as per state requirements and must satisfactorily complete, as determined by the school district, all course requirements and graduation standards, as established by the School Board in order to graduate.

III. DEFINITIONS

A. "Course credit" is equivalent to a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Department" means the Department of Education.

C. "Unit" means a unit measuring education achievement based on successfully completing the requirements of a given course of study.

D. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

E. "Individualized Education Program," or "IEP," means a written statement developed for a student eligible by law for special education and services.

F. "Limited English Proficient" or "LEP" students means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. TEST ADMINISTRATOR

Assistant Superintendent of Teaching and Learning shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the ~~School~~ Board annually for approval.

V. REQUIREMENTS

A. All students must ~~pass the Minnesota Basic Skills tests in reading, mathematics and written composition as per state requirements in order to graduate; satisfactorily complete, as determined by the school district, either the basic skills requirements for students enrolled in grade 8 before the 2005-06 school year or the MCA-IIs for students enrolled in grade 8 for the 2005-06 school year.~~

B. Students beginning ninth grade in the 2004-2005 school year and later must successfully complete the following high school level course credits for graduation ~~as per state requirements~~:

1. Four credits of language arts;
2. Three credits of mathematics, encompassing at least algebra, geometry, statistics and probability sufficient to satisfy the academic standard;
3. Three credits of science, including at least one credit in biology;
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics, or three credits of social studies, encompassing at least United States history, geography, government and citizenship, and world history, and one-half credit of economics taught in a school's social studies or business department;
5. One credit in the arts; and
6. A minimum of seven elective course credits.

C. All students must satisfactorily complete the following required and elective standards, in accordance with the standards adopted by the school district:

1. 1 Credit School District Standards, Fitness (K-12)
2. .5 Credit School District Standards, Wellness
3. Maximum of 1 Credit 9th Grade Explore Class (Class of 2009)
4. Elective School District Standards
 - a. 8.5 Elective Courses and Standards -- Class of 2006
 - b. 10.5 Elective Courses and Standards -- Class of 2007 and 2008
 - c. Minimum of 9.5 Elective Courses and Standards -- Class of 2009 and Beyond

D. A school district presently may retain its current graduation standards, which may have been based all or in part upon the former Profile of Learning content standards until the 2007-2008 school year. As of 2007-2008, the Minnesota Academic Standards must be fully implemented, and no students will be allowed to earn graduation credit unless they have completed the newly imposed Minnesota Academic Standards:

1. All students must complete all preparatory and high school content standards; and
2. All students must successfully engage in an appropriate number of standards. A student must:
 - a. Complete the required number of standards in grades 9-12. Twenty four total standards are required.

or

- b. Have met the requirements of an Individualized Education Program or Section 504 Accommodation Plan.

VI. MODIFICATION

Modifications in graduation requirements may be made by the ~~principal~~ building administrator or a child study team for specific students in compliance with Minnesota state statutes.

VII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07 upon meeting the following conditions:

1. All course, standards tests and credit requirements must be met.
2. The principal building administrator or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
3. The principal's building administrator's decision shall be in writing and may be subject to review by the Superintendent and School Board.

VIII. TRANSFER STUDENTS:

Students must attend Moorhead Area Public Schools for one semester immediately before they plan to graduate. All students must meet state and district requirements for graduation. An exemption to the district requirements of the 9th grade Explore Class may be made for student transfers during or after his/her freshman year. For purposes of placement and credit toward graduation requirements, students in grades 9-12 enrolling in Moorhead High School after a semester or more of attending a school other than Moorhead Area Public Schools must complete necessary forms and organize and submit documentation regarding the work which was completed and for which district credit is requested.

Documents should include:

1. Course descriptions and number of credits being requested.
2. Detail about the hours of instruction for each course for which credit is sought. Such hours should be equivalent to or greater than the number which would have occurred in the school district for the same or similar courses.
3. Evidence that the student sufficiently mastered the curriculum, including such items as standardized test results, subject tests, papers, and other examples of work.

The school district will review official transcripts from all schools. The district will determine the amount of credit awarded and/or the grades recorded on the district transcript. Grades may include pass, fail or letter grades.

Legal References:

Minnesota Statute 120B.02 (Educational Expectations for Minnesota's Students)
Minnesota Rule Parts 3501.0010 to 3501.0180 (Rules Relating to Graduation Standards - Mathematics and Reading)
Minnesota Rule Parts 3501.0200 to 3501.0290 (Rules Relating to Graduation Standards - Written Composition)
Minnesota Statute 120B.024 (Graduation Requirements; Course Credits)
Minnesota Statute 120B.07 (Early Graduation)
Minnesota Statute 120B.11 (School District Process)
Minnesota Rules Parts 3501.0505-3501.0635 (K-12 Standards)
20 U.S.C. 6301 et seq. (NCLB Act)

Cross References:

Moorhead School Board Policy 650: ~~Moorhead School District System Accountability~~
~~Moorhead School Board Policy 651: Moorhead Area Public Schools Insurance of Preparatory and High School Standards~~
 Moorhead School Board Policy 653: Credit for Learning of Minnesota Graduation Standards
 Moorhead School Board Policy 656: Basic Skills Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Accommodation and LEP Students

MEMO #: S-06-103

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent 

DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Rental of District Musical Instruments (831).

Suggested Resolution: Move the approve the policy, Rental of District Musical Instruments (831), as presented.

LPN:mde
Attachment

Board Policies

Rental of District Musical Instruments

School Board Policy: 831

Section: 800 BUSINESS SERVICES

Date Adopted: 7/1/1981

Date Revised: 5/13/2002

Dates Reviewed: 07/01/1988

07/25/1994

04/10/1995

12/13/1999

5/13/2002

I. PURPOSE

The purpose of this policy is to provide guidelines for rental of ~~district musical instruments~~ Moorhead Area Public Schools owned musical instruments.

II. GENERAL STATEMENT OF POLICY

A. The Moorhead School Board authorizes a rental fee of \$205 per instrument each semester for each child playing a school district-owned instrument.

B. The requirement may be waived if any of the following circumstances prevail:

1. If a family cannot afford to pay the fee (as determined by the building ~~principal administrator~~ principal administrator by using the ~~Application for Educational Benefits (Free or Reduced-Price School Meals)~~ criteria).

2. In situations where students who provide their own musical instruments are asked to switch to a school district-owned instrument to obtain a balance in instrumentation, no fee will be requested.

3. No student will be denied the right to participate in music because of any or all of the above.

C. Instrument Rental Agreement Form

An instrument rental agreement form is included as Administrative Procedure 831.1.

MEMO #: S-06-104

TO: School Board

FROM: Dr. Larry P. Nybladh, Superintendent



DATE: April 3, 2006

RE: Approval of Policy

Attached please find the policy: Rewards (907).

Suggested Resolution: Move the approve the policy, Rewards (907), as presented.

LPN:mde
Attachment

Board Policies

Rewards

School Board Policy: 907

Section: 900 COMMUNITY RELATIONS

Date Adopted: 3/13/2006

Date Revised:

Dates Reviewed:

I. PURPOSE

The purpose of this policy is to authorize the Moorhead School Board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or school employees, volunteers, or School Board members as a result of their affiliation with the Moorhead Area Public Schools, or against school district property.

II. GENERAL STATEMENT OF POLICY

The School Board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, School Board members, or school district property. The School Board also believes that the fact that the School Board may offer a reward may have a deterrent effect on the commission of such crimes.

III. APPROVAL OF OFFERING OF REWARDS

The School Board shall approve the offering of any rewards by the school district. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

IV. ESTABLISHMENT OF PROCEDURES

The Superintendent shall be responsible for directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of a person who committed or conspired to commit the crime for which the reward was offered.

Legal References:

Minnesota Statute 123B.02, Subd. 22 (Reward)

S/M9/BO S PLN
24, April - 2006

INDEPENDENT SCHOOL DISTRICT #152

School Board Meeting
Board Room 224 - Probstfield Center for Education
2410 14th Street South
Moorhead, Minnesota

April 24, 2006

7:00 p.m.

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

ATTENDANCE:

Karin Dulski _____	Mike Siggerud _____
Lisa Erickson _____	Kristine Thompson _____
Cindy Fagerlie _____	Bill Tomhave _____
Carol Ladwig _____	Larry P. Nybladh _____

A G E N D A

1. CALL TO ORDER

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

Moved by _____ Seconded by _____
Comments _____

- D. "We Are Proud"

*****We Are Proud** of Moorhead High School's one-act play, "Every Good Boy Deserves Favor," for receiving first place at the 8AA section championships held Feb. 4 in Alexandria, Minnesota. The play competed in the Minnesota State One-Act play festival in St. Paul on Feb. 9, 2006.

The cast and crew include Matt Barnett, Brendan Frost, Kyle Olson, Andrea Lichtsinn, Sadie Langemo, Evan Christie, Sam Cameron, Clara Cavins-Wolford, Matt Cerar, Tyler Forsgren, Sean Benedict, Doug Lordemann, Corey Amundson, Tom

SCHOOL BOARD AGENDA - April 24, 2006

PAGE 2

Holmgren, Johan Anderson, Tristan Larson, Jerilyn Jenni, Rachael Trautman, Jayce Schmidt, and Tony Dostert. The director is Christopher Lien.

***** We Are Proud** of gymnasts Lindsay Brorby and Katrina Thompson for representing Moorhead High School at this year's gymnastics state tournament. Coaches are Toni Kleber, Tiffany Spriggs and Christine Otis.

***** We Are Proud** of the Moorhead High School boys swimming team for placing 13th at the 2006 boys' swimming and diving state tournament. Swimmers and divers who advanced to the state meet are Adam Matson, Kenn Miller, Rob Schaefer, Josh Seaburg, Jimmy Foley, Andy Nelson, Mark Singleton, Mark Stadsvold and Mike Todt.

Those who placed at state are:

Rob Schaefer: 200 IM, 3rd place, and 100 breaststroke, 2nd place.

Adam Matson: 100 freestyle, 11th place, and 50 freestyle, 12th place.

Rob Schaefer, Adam Matson, Mark Stadsvold and Mark Singleton: 200 freestyle relay, 13th place.

Adam Matson, Josh Seaburg, Jimmy Foley and Rob Schaefer: 400 freestyle relay, 12th place.

Coaches are Pat Anderson, Talia Merritt and Danielle Templeton.

***** We Are Proud** of four Moorhead High School wrestlers who advanced to the 2006 State Wrestling Tournament. Justin Lavelle, Bryan Rodriguez and Justin Phillippi placed second in their weight classes in the section tournament while Jay Thoreson finished first in his weight class in the section tournament. Justin Lavelle placed fourth at state and Justin Phillippi placed sixth at state. Paul Larson, Caleb Schlack and Ben Thoreson are the wrestling coaches.

***** We Are Proud** of Moorhead High students Andrew Chen, David Hedden, Nick Holschuh, Corissa Stockert, and Stephen Zitzow who competed at the state Business Professionals in America (BPA) competition on March 9-11 in Minneapolis.

Students placed in the following events at the state competition:

Andrew Chen -- Financial Analyst Team, second place; Financial Math & Analysis, third place; Management, Marketing, & HR Concepts, fifth place;

SCHOOL BOARD AGENDA - April 24, 2006
PAGE 3

PC Servicing & Troubleshooting, 10th place.
David Hedden -- Fundamentals of HTML, second place; VB.NET
Programming, fifth place.
Corissa Stockert -- Presentation Management-Individual, 11th place.
Nick Holschuh -- Financial Analyst Team, second place; Administrative
Support Concepts, fifth place; Information Technology Concepts, fifth
place.
Stephen Zitzow -- C++ Programming, seventh place; Administrative Support
Concepts, second place; Financial Math & Analysis, fourth place;
Fundamentals of HTML, sixth place; Information Technology Concepts,
sixth place; Management, Marketing, & HR Concepts, second place.

Chen, Hedden and Holschuh all qualified for the national BPA competition in Florida
on May 10-14. Moorhead High teacher Kathi Salvevold is the BPA adviser.

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

2. CONSENT AGENDA

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

- A. TEACHING/LEARNING MATTERS - Kovash
(1) Acceptance of Grants - Pages 8-16
- B. BUSINESS SERVICE MATTERS - Weston
- C. HUMAN RESOURCE MATTERS - Nielsen
(1) Acceptance of Resignations - Page 17
(2) Approval of Family/Medical Leave - Page 18
(3) Approval of Leave of Absence - Page 19
(4) Acceptance of Early Retirement - Page 20
(5) Approval of New Employees - Page 21

SCHOOL BOARD AGENDA - April 24, 2006

PAGE 4

D. SUPERINTENDENT MATTERS - Nybladh

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

Moved by _____ Seconded by _____

Comments _____

3. APPROVAL OF RESOLUTION FOR PLACEMENT OF TENURED TEACHERS ON AN UNREQUESTED LEAVE OF ABSENCE: Nielsen

Pages 22-25

Suggested Resolution: Move to approve the resolution as presented.

Moved by _____ Seconded by _____

Comments _____

4. APPROVAL OF RESOLUTION RELATING TO THE OFFERING OF PART-TIME TEACHING CONTRACTS TO TENURED TEACHERS: Nielsen

Page 26

Suggested Resolution: Move to approve the resolution as presented.

Moved by _____ Seconded by _____

Comments _____

5. APPROVAL OF MHS MAJOR MAGNITUDE FIELD TRIP - ORCHESTRA: Kovash

Pages 27-32

Suggested Resolution: Move to approve the Major Magnitude Field Trip for the Moorhead High School Orchestra to Florida in April of 2007.

Moved by _____ Seconded by _____

Comments _____

6. APPROVAL OF MHS MAJOR MAGNITUDE FIELD TRIP - FRENCH: Kovash

Pages 33-43

Suggested Resolution: Move to approve the Major Magnitude Field Trip for the Moorhead High School French Program students to France in June of 2007.

SCHOOL BOARD AGENDA - April 24, 2006

PAGE 5

Moved by _____ Seconded by _____
Comments _____

7. **APPROVAL OF NON-ALIGNED CONTRACT FOR 2006-2008:** Nielsen
Page 44

Suggested Resolution: Move to approve the Non-Aligned Contract for 2006-2008 as follows:

2006-2007	6.13%	\$34,491.59
2007-2008	<u>3.88%</u>	<u>\$23,167.93</u>
TOTAL	10.01%	\$57,659.52

Moved by _____ Seconded by _____
Comments _____

8. **COMMITTEE REPORTS**
9. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**
10. **ADJOURNMENT**

SCHOOL BOARD AGENDA - April 24, 2006**PAGE 6****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Activities Council	April 25	7 am	Moorhead High
District Technology Committee	April 25	3:45 pm	Probstfield
MCA-II Testing (Grds 3-8 Rdg)	April 25-26		
Kindergarten Open House	April 27	6-7 pm	Robert Asp
Spring Play - "Noises Off!"	April 27-30	7:30 pm	Moorhead High
Spring Play - "Noises Off!"	April 29-30	2 pm	Moorhead High
Robert Asp PTAC	May 1	6:30 pm	Robert Asp
S.G. Reinertsen PTAC	May 1	7 pm	S.G. Reinertsen
Continuing Educ Com	May 2	3:45 pm	Probstfield
MCA-II Testing (Grds 3-8)	May 2-3		
Indian Ed Parent Com	May 3	5 pm	Probstfield
Clay County Joint Powers Com	May 4	7 am	Probstfield
Human Rights Com	May 4	3:45 pm	Probstfield
Educ Mhd Recognition Dinner	May 4	6 pm	Marriott
Horizon PTAC	May 4	7 pm	Horizon
Special Ed Parent Adv Com	May 5	12 pm	Probstfield
Grades 8 and 9 Orchestra Concert	May 4	7:30 pm	Moorhead High
School Board	May 8	7 pm	Probstfield
Teacher Appreciation Week	May 8-12		
Ellen Hopkins PTAC	May 9	7 pm	Ellen Hopkins
Instr and Curr Adv Com	May 11	7 am	Probstfield
Academic Awards Ceremony	May 11	7 pm	Moorhead High
Moorhead High PTAC	May 15	6:30 pm	Moorhead High
Policy Review Com	May 15	7-8:30 pm	Probstfield
Choir and Band Concert	May 15	7:30 pm	Moorhead High
Grade 6 Band Concert	May 15	6:30 pm	Horizon
Grade 7 Band Concert	May 15	8 pm	Horizon
Grade 8 Band Concert	May 16	7:30 pm	Horizon
Interagency Early Interv Com	May 17	12 pm	Family Serv Cntr
Health/Safety/Wellness Com	May 18	9:30 am	Probstfield
Supt's Advisory Council	May 18	7 pm	Probstfield
Symphony Orchestra/ Chamber Orchestra	May 18	7:30 pm	Moorhead High
School Board	May 22	7 pm	Probstfield

SCHOOL BOARD AGENDA - April 24, 2006**PAGE 7****CALENDAR OF EVENTS**

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
All-City Orchestra Concert	May 22	7:30 pm	Moorhead High
Activities Council	May 23	7 am	Moorhead High
Wind Ensemble concert	May 23	7:30 pm	Moorhead High
A Cappella Choir & Chorale Concert	May 26	7:30 pm	Gethsemane, Fgo
Holiday - No School	May 29		
Graduation	June 4	2 pm	Concordia
Last Day of School for K-12 Students	June 5		
Last Day of School for Staff	June 6		

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.119



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Grant Acceptance
DATE: April 18, 2006

The Moorhead Area Education Foundation has approved the following grants:

1. Janelle Halverson – S.G. Reinertsen Elementary Music Program
“Music Keyboard” Amount \$500.00
2. Jeff Offutt, Heidi Hoffman, Janelle Frost-Geiser – Horizon Middle School World
History Department
“History Alive Program – Middle Ages” Amount \$1,325.16

SUGGESTED RESOLUTION: Move to accept the grants awarded by Moorhead Area Education Foundation as presented above for a total of \$1,825.16.

LAK/kmr

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.127



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Lighthouse Incentive Grant
DATE: April 18, 2006

The Minnesota Department of Education has awarded Moorhead High School a \$20,000 Lighthouse Incentive Grant to fund innovative redesign activities which will serve as models for other high schools. The high school redesign is based on the Science, Technology, Engineering, and Mathematics (STEM) program innovation launched by the Minnesota Department of Education.

Moorhead High School will use student and teacher surveys of the curriculum to strengthen the applied math courses. The goal is to make the courses applicable to all students and increase student understanding of math. The grant funds will also be used to develop common assessments in math for the teachers to track and compare data to improve student achievement.

Moorhead was chosen for this grant based on the high level of innovation and development in the subject areas of STEM and will be a role model for other Minnesota high schools.

SUGGESTED RESOLUTION: Move to accept the Minnesota Department of Education Lighthouse Incentive Grant for Moorhead High School in the amount of \$20,000.

LAK/kmr
Attachment

GRANT CONTRACT/GRANT AGREEMENT ("Agreement")

Fiscal Year: FY06		CFDA #:		UFARS #: 01 S370		Vendor Number: 009152000	
Total Amount of Grant: \$20,000.00				Amount of Grant First Fiscal Year: \$4,000.00			
If more than one cost code, amount from each cost code, each fiscal year:							
Object Code: 5000		Activity: NF00					
Account Dist # 1	Fund: 200	Agency: E37	Orgn: 1015	Appr: 611	Rept Category:	Amount:	
Account Dist # 2	Fund:	Agency: E37	Orgn:	Appr:	Rept Category:	Amount:	
Account Dist # 3	Fund:	Agency: E37	Orgn:	Appr:	Rept Category:	Amount:	

Requisition	Date: 3/30/06	Number: 7093	Entered by: [Signature]
Purchase Order	Date: 3/20/06	Number:	Signature: [Signature]

Individual signing certifies funds have been encumbered as required by Minn. Stat. § § 16A.15 and 16C.05

THIS AGREEMENT, which shall be interpreted pursuant to the laws of the State of Minnesota, between the State of Minnesota (STATE) acting through its Minnesota Department of Education (DEPARTMENT), and ISD 152 - Moorhead Area Public Schools, 2410 14th St S., Moorhead, MN 56560

MN Tax ID. No. 8033594 Federal Employer ID. No. 41-6008721 (GRANTEE), witnesseth that:

WHEREAS, the DEPARTMENT is authorized to make a grant for the purpose of: To improve student learning in mathematics and science courses through embedding STEM (science-technology-engineering-math) content into new or existing courses in mathematics and/or science or developing new programs (a series of courses or several linked learning opportunities) for students to receive innovative instruction and delivery that will improve their science, technology, engineering, or math learning.

WHEREAS, GRANTEE prepared and submitted according to pertinent guidelines a proposal or a workplan for a grant for the above desired project; AND

WHEREAS, GRANTEE represents that it is duly qualified, willing, and prepared to undertake and complete the project or work plan which is attached hereto as ATTACHMENT A (hereinafter "PROJECT");

WHEREAS, the DEPARTMENT and the GRANTEE desire to formally agree upon the performance of the PROJECT described herein;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

- I. **TERMS OF PERFORMANCE.** The objectives, scope, and methods of the PROJECT are stated in ATTACHMENT A the terms of which are incorporated herein.
- II. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. In consideration of all services performed and goods or materials supplied by the GRANTEE pursuant to the Agreement, the STATE shall pay for all allowable costs incurred by the GRANTEE under the terms of this agreement, not to exceed Twenty thousand dollars (\$ 20,000.00).
 - B. Matching Requirements: (If applicable). GRANTEE certifies that the following matching requirement for the Grant will be met by GRANTEE (fill in match amount or if none, enter none):

1. The GRANTEE agrees to provide the cash match of \$ NA, which is required to be at least _____% of the Total Project Cost.
2. The GRANTEE will expend grant funds and required match allocated for this Project according to ATTACHMENT A. Grant funds will be spent in accordance with the Budget included in Attachment A. See Paragraph III below for limitations on the use of grant funds.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE in performance of this Agreement will be paid provided that the GRANTEE shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations and GRANTEE will only be reimbursed for travel and subsistence outside the State of Minnesota if it has received prior written approval for such out of state travel from the STATE.
- D. The STATE shall make payment as stated in ATTACHMENT B, which is incorporated by reference herein.

III. **LIMITATION ON USE OF FUNDS.** The use of these grant monies shall be limited to that portion of ATTACHMENT A funded under Clause I of this Agreement, and by any applicable state or federal laws. Grant funds may not be used for gifts or novelty items (unless individually and specifically approved by the DEPARTMENT) or for payments to vendors displaying exhibits. Grant funds may not be used to pay for or support other projects not identified in this grant contract. Grant funds may not be used for the benefit of state employees. This includes, but is not limited to, reimbursement for any expenditures, including travel expenses; costs of registration fees for training sessions or educational courses presented or arranged by GRANTEE; payments to state employees for presentations at workshops, seminars, etc. whether on state time, vacation time, leave of absence, or any other non-work time.

IV. **AGREEMENT PERIOD.** This Agreement shall be effective on April 15, 2006, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes section. 16C.05, subd. 2 whichever occurs later, and shall remain in effect until June 30, 2008, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. The GRANTEE understands that no work should begin under this Agreement until ALL required signatures have been obtained and GRANTEE is notified to begin work by the State's Authorized Representative.

V. **AUTHORIZED REPRESENTATIVES:**

STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S authorized representative for the purposes of administration of this Agreement is Sally Wherry, or his/her successor, and has the responsibility to monitor GRANTEE'S performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each payment request submitted for payment.

GRANTEE'S AUTHORIZED REPRESENTATIVE: The GRANTEE'S authorized representative is Dr. Larry Nybladh. If the Grantee's Authorized Representative changes at any time during this Agreement, the GRANTEE must immediately notify the STATE.

VI. **REPORTS.**

- A. The GRANTEE, in the conduct of activities under this Agreement, shall submit such reports as may be required by written instructions of the DEPARTMENT within the times required by it. The DEPARTMENT shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner.
- B. The GRANTEE shall present reports to the DEPARTMENT Commissioner (COMMISSIONER) or representative named in provision V. At the COMMISSIONER'S discretion, the reports may be presented at Departmental, legislative, other state agency, or public meetings where the GRANTEE shall be available to explain the PROJECT and to respond to questions.

VII. **FINANCIAL AND ADMINISTRATIVE PROVISIONS.**

- A. **ALLOWABILITY OF COSTS.** For federal funds, allowability of costs incurred under this Agreement shall be determined in accordance with the procedures and principles given in the federal publications "Office of Management and Budget" (OMB). For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this Agreement by the GRANTEE will be allowed by the STATE unless approved in writing by the STATE. Such approval shall be considered to be a modification of the Agreement. There may be additional limitations on allowable costs. See "Other Provisions" in paragraph XX below.

- B. **RECORDS.** The GRANTEE shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services, and other costs and expenses of whatever nature. The GRANTEE shall use generally accepted accounting principles. The GRANTEE shall preserve all financial and cost reports, books of account and supporting documents, and other data evidencing costs allowable and revenues and other applicable credits under this Agreement which are in the possession of the GRANTEE and relate to this Agreement, for the period specified by Minnesota Statutes section 16C.05, subd. 5 and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this Agreement shall be preserved by the GRANTEE for a period of six years subject to the following criteria:

1. The six-year retention period shall commence from the date of submission of the final expenditure report;
2. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

The GRANTEE agrees to cooperate in any examination and audit under the provisions of this paragraph.

- C. **EXAMINATION AND AUDIT OF ACCOUNTS AND RECORDS.** The DEPARTMENT or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the Agreement. The GRANTEE shall make available at the office of the GRANTEE at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

- D. **STATE AND FEDERAL AUDITS.** The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this Agreement shall be subject to examination by the State or federal auditors, as authorized by law. Minnesota Statutes section 16C.05 subd. 5 requires the State audit clause be in effect for a minimum of six years, (see Paragraph VII, Clause B.) Federal audits shall be governed by requirements of federal regulations.

1. If the GRANTEE (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act of 1984 as amended and OMB circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; or
2. The Grantee will provide copies of the single audit reporting package (as defined in A-133 section 320(c), financial statement audits, management letters and corrective action plans to the STATE, the Office of the State Auditor, Single Audit Division, or Federal Audit Clearinghouse in accordance with OMB A-133.

VIII. **EQUIPMENT.** All equipment purchased under this Agreement shall be returned to the State by the GRANTEE upon termination of the Agreement at the discretion of the State.

IX. **CANCELLATION.**

- A. This Agreement may be cancelled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services performed to the STATE's satisfaction. It is expressly understood and agreed that in the event the reimbursement to the State from Federal sources or appropriations by the Minnesota Legislature are not obtained and continued at an aggregate level sufficient to allow for the GRANTEE'S program to continue operating, the grant shall immediately be terminated upon written notice by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment determined on a pro rata basis, for services performed and liabilities already accrued prior to such termination.
- B. The STATE may cancel this Agreement immediately if the STATE finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

X. **AMENDMENTS.** Any amendments to the Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

XI. ASSIGNMENTS. The GRANTEE shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under this Agreement without the prior written consent of the DEPARTMENT. It is understood, however, that GRANTEE remains solely responsible to the STATE for providing the products and services described.

XII. LIABILITY. GRANTEE agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE arising from the performance of the agreement by GRANTEE OR GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this Agreement.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. Intellectual Property Rights:

The STATE shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this Agreement*. Works means all inventions, improvements, discoveries (whether or not patentable) databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents". Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors in the performance of this Agreement. The Documents will be the exclusive property of the STATE and all such Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works for hire". The GRANTEE assigns all right, title, and interest it may have in the Works and the Documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the Works and Documents.

B. Obligations

1. Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, in the performance of this Agreement, the GRANTEE will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. Representation: The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the STATE, and that neither the GRANTEE nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The GRANTEE represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property of other persons or entities. Notwithstanding Clause XII, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE, must at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition and not exclusive of other remedies provided by law.

XIV. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared for the GRANTEE or its employees individually or jointly with others or any subgrantees, shall identify the STATE as the sponsoring agency. The publicity described may only be released with the prior approval of the State's Authorized Representative, or as described in Attachment A.

XV. GOVERNMENT DATA PRACTICES. The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE under this Agreement, and as it applies to all data created collected, received stored, used, maintained or disseminated by the GRANTEE under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either the GRANTEE or the STATE.

If the GRANTEE receives a request to release the data referred to in this paragraph, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

- XVI. WORKERS' COMPENSATION:** GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- XVII. ANTITRUST:** GRANTEE hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XVIII. GOVERNING LAW, JURISDICTION AND VENUE.** Minnesota law, without regard to its choice-of-law, provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIX. ASSURANCES.**
- A. The GRANTEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in the performance of this project.
 - B. For Agreements involving grants of federal funds, the following also apply:
 - 1. If this Agreement involves an award of \$25,000.00 or more, GRANTEE certifies that it has complied with the provisions of the Drug Free Workplace Act of 1988, P.L. 100-690.
 - 2. If applicable, GRANTEE agrees that it shall provide the certification required by 34 C.F.R. Part 85.
 - C. Requirements of Appendix A of this Agreement.
- XX. OTHER PROVISIONS.** Other provisions to this Agreement, if any, are:
None

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

APPROVED:

GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Grant Contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. (If a corporation, two corporate officers must execute.)

MINNESOTA DEPARTMENT OF EDUCATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHMENT A

The Department of Education will fund this grant from April 15, 2006 through June 30 2007. All MDE funds awarded under this grant must be legally spent by June 30, 2007. This grant cannot be amended to allow additional time for expenditure of funds.

The school district will assume all costs, if any, of the project for the period July 1, 2007 through June 30, 2008.

The final invoice for reimbursement of MDE grant funds must be received in MDE by July 15, 2007.

The school district agrees to submit the End of Grant Implementation Report by July 31, 2008.

GRANT CONTRACT BUDGET

DIVISION NAME: Academic Standards and High School Initiatives					ED-061638-12
					4/05
GRANTEE/FISCAL AGENT NAME ISD 152 Moorhead Area Schools					
PROJECT NAME: Lighthouse grant					
OBJECT CODE	BUDGET COST CATEGORIES AND DESCRIPTION	MDE AMOUNT OF FUNDS REQUESTED	LOCAL CASH MATCH	LOCAL IN-KIND MATCH	PROJECT TOTAL
100	SALARIES AND WAGES	\$ 6,000.00		\$ 16,000.00	
200	FRINGE BENEFITS				
300	PURCHASED SERVICES				
	CONSULTANT SERVICES	\$ 2,000.00			
	COMMUNICATIONS SERVICES (PHONE, INTERNET, ETC.)				
	PRINTING & DUPLICATING				
	POSTAGE AND PARCEL SERVICES				
	COMPUTER AND SYSTEM SERVICES				
	STAFF DEVELOPMENT			\$ 4,000.00	
	STAFF TRAVEL - INSTATE	\$ 3,500.00		\$ 2,500.00	
	STAFF TRAVEL- OUT OF STATE				
	WORKSHOP & CONFERENCES (PARTICIPANTS MEALS, LODGING & TRAVEL AND MEETING ROOMS & AV EQUIPMENT RENTAL)	\$ 8,500.00			
	OPERATING LEASES OR RENTALS				
	PURCHASE SERVICES - OTHER				
400	SUPPLIES AND MATERIALS				
	SUPPLIES AND MATERIALS - NON INSTRUCTIONAL				
	SUPPLIES AND MATERIALS - INSTRUCTIONAL				
800	OTHER EXPENDITURES (LIST)				
	TOTAL DIRECT COSTS	\$ 20,000.00	\$ -	\$ 22,500.00	\$ 42,500.00
	TOTAL INDIRECT COSTS FEDERAL- INDIRECT RATE _____				\$ -
390-394	PAYMENTS TO SCHOOL DISTRICTS, COUNTIES, AND OTHER NON PROFIT AGENCIES				\$ -
500	CAPITAL EXPENDITURES				\$ -
	PROJECT TOTALS	\$ 20,000.00	\$ -	\$ 22,500.00	\$ 42,500.00

HUMAN RESOURCE

MEMO #: HR .06.113



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Resignation
DATE: April 17, 2006

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

Amy VanHorn Lunchroom Supervisor, Robert Asp Elementary, effective April 12, 2006.

Elizabeth Vargas Paraprofessional, High School, effective April 17, 2006.

SUGGESTED RESOLUTION: Move to approve the resignation of Amy VanHorn and Elizabeth Vargas as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.114



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nelson, Director of Human Resources
SUBJECT: Family/Medical Leave
DATE: April 17, 2006

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

Karen Taylor Language Arts Teacher, Horizon Middle School, to begin approximately August 21, 2006 for ten weeks.

SUGGESTED RESOLUTION: Move to approve the Family/Medical Leave for Karen Taylor pursuant to Section IV, Article 38 of the Teachers' Master Agreement.

RN/smw

HUMAN RESOURCE

MEMO #: HR.06.110



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Leave of Absence
DATE: April 17, 2006

The administration requests approval of Other Leave for the following person:

Crystal Specht Kindergarten Teacher, Ellen Hopkins Elementary, effective for the 2006-2007 school year.

SUGGESTED RESOLUTION: Move to approve the Leave of Absence according to Article 34 of the Teachers' Master Agreement.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.116



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Neilsen, Director of Human Resources
SUBJECT: Early Retirement
DATE: April 17, 2006

The administration requests approval of early retirement for the following person:

Richard Klomstad Science teacher, High School, effective at the end of the 2005-2006 school year.

SUGGESTED RESOLUTION: Move to accept the Early Retirement of Richard Klomstad as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.115



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: New Employee
DATE: April 17, 2006

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

James Halpin Custodian, High School, A12 (0-2) \$11.79 per hour, 8 hours per day, effective April 10, 2004. (Replaces Scott Boothroyd)

Steve Smith Assistant Lead Custodian, High School, B21 (5) \$13.07 per hour, 8 hours per day, effective May 1, 2006. (Replaces Steve Sopko)

Calliegh Besemer Bus Driver, Transportation, \$11.22 per hour, 20 hours per week, effective March 12, 2006. (Replaces .50 of Eileen Johnson)

Sarah Brendemuhl Early Childhood Special Education Teacher, EIS, BA (1) \$7,701.89, for 47 days. (New temporary position proposal approved by the School Board on 4-10-06)

SUGGESTED RESOLUTION: Move to approve the employment of James Halpin, Steve Smith, Calliegh Besemer and Sarah Brendemuhl as presented.

RN/smw

HUMAN RESOURCE

MEMO #: HR .06.102



TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen *RN* Director of Human Resources

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

DATE: April 18, 2006

At the March 27, 2005 school board meeting the reduction of 3.4375 full time equivalent (FTE) of programs and licensed positions was approved. The reduction of these programs and licensed positions is related to the projected declining enrollment and financial limitations.

Additional staffing reductions are due to contractual issues, teachers returning from leaves and filling vacancies during the year. These reductions may be absorbed through teacher transfers, retirements and leaves. The following is a summary of the proposed reductions of tenured teachers:

<u>Unrequested Leave of Absence of Tenured Teachers</u>	<u>License</u>	<u>FTE</u>
Katherine Hagen	Physical Therapy	.80
John Keller	French	.67
TOTAL		1.47

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

SUGGESTED RESOLUTION: Move to approve the following resolution:

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

<u>Name</u>	<u>License</u>	<u>FTE</u>
Katherine Hagen	Physical Therapy	.80
John Keller	French	<u>.67</u>
TOTAL		1.47

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 2005-2006 school year on June 30, 2006 pursuant to Minnesota Statutes, Sec 122A.40, subd. 11 and Article 23, Section 1 and 2 of the 2005-2007 Teacher Master Agreement.

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

RN/smw

Board Member _____ introduced the resolution directing administration to place tenured teaches on unrequested leave as presented.

The motion for the adoption of the foregoing resolution was duly seconded by Member: _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: none

whereupon said resolution was declared duly passed and adopted.

NOTICE OF PLACEMENT
ON UNREQUESTED LEAVE OF
ABSENCE AND NOTICE OF HEARING
ENTITLEMENT, IF REQUESTED

«First» «Last»
«Address»
«City»

Dear Ms. «Last»,

You are hereby notified that at the Regular meeting of the School Board of Independent School District No. 152 held on April 24, 2006, consideration was given to your placement on unrequested leave of absence without pay or fringe benefits as a teacher of Independent School District No. 152, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2005-2006 school year on June 30, 2006, pursuant to Minnesota Statute 122A.40, subd. 11 upon the grounds described in said statute and which are specifically as follows:

Discontinuance of Position, Lack of Pupils,
Financial Limitations

And are in accordance with the provisions of the 2005-2007 Master Contract and Article 23, Sections 1 and 2.

Under the provisions of the law, you are entitled to a hearing before the school board provided that you make a request in writing within fourteen days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the school board's proposed action. If you request a hearing, a date will be scheduled as soon as practicable. Hearing requests are to be sent to the Director of Human Resources.

Your name will be placed on a recall list under the provisions of Article 23 in the current Teachers Master Contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 152

Clerk of the School Board

HUMAN RESOURCE

MEMO #: HR .06.103



TO: Dr. Larry Nybladh, Superintendent

FROM: Ron Nielsen, Director of Human Resources

SUBJECT: RESOLUTION RELATING TO THE OFFERING OF PART-TIME
TEACHING CONTRACT TO TENURED TEACHERS.

DATE: April 18, 2006

Consider the resolution below directing the administration to offer part time teaching contracts to the tenured teacher as listed below:

	<u>License</u>	<u>Current Contract</u>	<u>Reduction</u>	<u>Contract Offer</u>
Katherine Hagen	Physical Therapy	.80	.50	.30
John Keller	French	.67	.25	.42

SUGGESTED RESOLUTION: Move to approve that the tenured teachers whose contract was terminated effective at the end of the 2005-2006 school year and non-renewed for the 2006-2007 school year as provided in the School Board resolution adopted earlier at this meeting, shall be offered part-time teaching contract for the 2006-2007 school year as follows:

	<u>Contract Offer</u>
Katherine Hagen	.30
John Keller	.42

RN/smw

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.125



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Major Magnitude Field Trip for Orchestra
DATE: April 18, 2006

Attached is information regarding a proposed Major Magnitude Field Trip for the Moorhead High School Orchestra.

The Orchestra trip will take place April 10-15, 2007. The Orchestra will be playing the Disney Honors Festival in Orlando, Florida. Approximately 70 students will participate in the field trip at the cost of \$1,300.00 per student.

There will be no cost to the district. Students will be funding this trip through their own expense and through student fundraising.

SUGGESTED RESOLUTION: Move to approve the Major Magnitude Field Trip for the Moorhead High School Orchestra to Florida in April of 2007.

LAK/kmr
Attachment

Major Magnitude Field Trip -- Request Form

Administrative Policy of the Moorhead Public Schools

District Code: IICA-B
 Date Adopted: 10/26/89
 Revised: 01/08/01

Major Magnitude Field Trip
Field Trip
Request Form

Section IDate of Request: 2-27-06Person Requesting the Field Trip: Jon Larson, MHS Orchestra Director

Purpose of the Trip: The purpose of this trip is to expose the Orchestra students to a variety of performing situations. They will observe and learn performing techniques from other orchestras. The Orchestra will also be critiqued in a clinic session. The students will also have the opportunity to tour cultural sites. The ultimate purpose of this trip is to help these students become better musicians.

Please explain the educational value of this trip and how this trip is related to the course content and graduation standards: The High School Orchestra has been invited to perform at the Disney Honors Festival in Orlando, Florida. The Festival includes a performance, clinic sessions with nationally known clinicians and critique ratings. The Orchestra will also perform an exchange concert with an Orlando, area High School Orchestra and a public performance at Disney World. The students will attend a performances of several outstanding High School Orchestras from around the country. The students will gain experience in performing in a variety of concert situations and will observe and learn performing techniques from other high school and professional orchestras. These performances and observations partially fulfill the graduation standard embedded in this course, Arts Performance and Analysis. During the clinic session, the students will be critiqued on their performance with suggestions for improvement in playing technique.

Date of Trip Departure: 04/10/07 Return Date: 04/15/07Destination Address: Disney Honors Festival, Orlando, FloridaSchool: Moorhead High School

Contact Person: Jon Larson

Phone/Extension 2432

Number of students: 70

Class/Group: High School Orchestra

Number of Chaperones: 6

Number of school days: 4

Approximate cost per student: \$1300.

Accommodation plan for students with an IEP or 504 plan: There are no students with an IEP or 504 plan in this class.

Funding Plan: Trip will be completely funded by the students: Fundraisers (brochure sale, Orchestra Play-a-thon, Pie Social, etc.) and out-of-pocket by students.

Parental Notification: Parental Permission Form (see attached) and Parents' Meeting

Trip Itinerary: see attached

Student Roster: see attached

Authorization Signature of Building Principal: *Mae Boyle*

Signature of Assistant Superintendent - Teaching/Learning:

Board Approval Date: _____

Moorhead High School Orchestra

MOORHEAD HIGH SCHOOL ORCHESTRA TRIP -- PARENT PERMISSION SLIP

_____ has my permission to travel with the Moorhead High
(name of student)

School Symphony Orchestra on their trip April 10 - 15, 2007.

Parent/Guardian Signature _____

Date _____ Phone _____

Please complete this form and mail the form along with a \$100 down payment for each student to:

Moorhead High School Orchestra
2300 - 4th Ave. S.
Moorhead, MN 56560 **by May 1st.**

Checks should be made payable to: **Moorhead Orchestra**

Moorhead High School Orchestra
Performance Tour of Disney Honors Festival, Orlando, Florida
April 10 - 15, 2007

Tuesday, April 10, 2007

Morning Depart Hector Airport for Orlando, Florida
1:00 pm Arrive Orlando, Florida. Transfer to ground transportation.
Check-in at Disney Honors Festival site
Evening Attend professional performance

Wednesday, April 11, 2007

All day Disney Honors Festival (performances, clinics, etc.)

Thursday, April 12, 2007

All day Disney Honors Festival (performances, clinics, etc.)

Friday, April 13, 2007

Morning Awards ceremony - Disney Honors Festival

Afternoon Exchange performance at local high school

Saturday, April 14, 2007

Morning Performance at Disney World

Afternoon Time at Disney World

Sunday, April 15, 2007

Morning Check out of hotel. Ground transportation to Orlando airport.

Afternoon Return to Hector Airport

Moorhead High School Orchestra 2006 - 07

Adams, Kayla
Alto, Jessamy
Andersen, Rachel
Anderson, Michelle
Arauz, Asenath
Astrup, Jennifer
Bartholome, Kari
Bock, Dan
Bondy, Alexandria
Bonitto, Mia
Bourcy, Jessie
Bowser, Leea
Brock, Rachel
Bruggerman, Emily
Chen, Andrew
Christensen, Adam
Clark, Stephanie
Connell, Patricia
Dohman, Matt
Enderle, Lisa
Enervold, Lauren
Enger, Hope
England, Autumn
Enns, Amanda
Foley, Jimmy
Garberg, Maggie
Gaughan, Brianna
Gerchak, Alex
Gerchak, Caitlyn
Gerdes, Jessica
Gotta, Emily
Grimestad, Samantha
Grimm, Candice
Hakk, Rachel
Hannahs, Maggie
Hanson, Jacqueline
Hasse, Megan
Holm, Jeremy
Hughey, Emma
Ishaug, Sarah
Johnson, Amanda

Johnson, Anna
Johnson-Chamber, Jeri
Just, Brittney
Kjonaas, Ashley
Lahlum, Ian
Larson, Katie
Lattimore, Kimberly
Litch, Danica
McCullough, Alex
Monson, Karianne
Morinville, Megan
Myrum, Ingrid
Nephew, Lauren
Nicolai, Rachel
Oanes, Amanda
Olsen, Katherine
Olson, Lynn
Pezalla, Madalyn
Phillippi, Jelisa
Pierce, Kaitlin
Plankers, Elizabeth
Richards, Jade
Salvi, Gina
Schaumburg, Meghan
Schieffer, Maren
Schmitt, Andrew
Seaburg, Josh
Seaver, Elizabeth
Siebels, Ann
Slaby, Cassandra
Stalboerger, Ashley
Stanley, Michelle
Swedberg, Emily
Thiel, Logan
Thoreson, Ryan
Traaseth, Amanda
Vesledahl, Jenna
Wai, Sebastian
Wai, Simeone
Weber, Riley
White, Hannah

Whiteford, Morgan
Whitehead, Katelyn
Woodard, Lexi
Young, Logan

DEPARTMENT OF TEACHING AND LEARNING MEMO # 1.06.130



TO: Dr. Larry Nybladh
FROM: Lynne Kovash *LK*
SUBJECT: Major Magnitude Field Trip for French
DATE: April 18, 2006

Attached is information regarding a proposed Major Magnitude Field Trip for the Moorhead High School French Program students.

The students in the French program at Moorhead High School will participate in a trip to France in June 2007. The 21 day trip will cost approximately \$2,899 plus additional \$400-\$500 for expenses. At this point, 8-10 students are expected to participate in this trip.

There will be no cost to the district. Students will be funding this trip through their own expense and through student fundraising.

SUGGESTED RESOLUTION: Move to approve the Major Magnitude Field Trip for the Moorhead High School French Program students to France in June of 2007.

LAK/kmr
Attachment

Major Magnitude Field Trip Request Form

Administrative Procedure: 632.2

Section: 600 EDUCATION PROGRAMS

Date Adopted: 1/8/2001

Date Revised:

Dates Reviewed:

Administrative Policy of the Moorhead Public Schools

District Code: 632.2 Major Magnitude

Date Adopted: 01/08/01 Field Trip

Revised: Request Form

Section I

Preliminary Approval

Field Trip Request Name: French Field Trip Type of Trip: Curricular Co-curricular

Date of Request: March 15, 06 School Board Presentation Date: April 24, 2006

Staff/Advisor Requesting Marilyn Proulx Phone/Extension: 284-2437

Purpose of the Trip: Immersion in French Language, exposure to French history, art and general culture.

Please explain the educational value of this trip and how this trip is related to the course content and graduation standards:

Specific to languages national standards it accomplishes all 5 of the standard goals: Communication in a second language, Cultures, Connections, Comparisons and Communities

Also: Responsible learner, self-directed learner, problem solver, productive group participant.

Trip Destination: Paris and a circuit of towns in France to be determined.

Date of Trip Departure: after graduation, June, 2007 Return Date: June, 2007
a 21 day trip.

Number of School Days Involved: none Number of Students Involved: approx. 8-10

☒ Attached trip (sample) itinerary (activities planned, approximate time lines, accommodations, transportation plans);

☐ NA Attached accommodation plans for any student with IEP/504 plan;

☒ Attached funding plans (trip anticipated expenses, approximate cost to the district, student's individual costs, and fund raising plans);

☒ Attached plans for parental notification and approval; (see tan insert in booklet.)

x Attached list of accompanying staff. Number of Chaperones needed for the trip: 1 (each school group of 8-15 students provides a teacher. All chaperones must be proficient in the French language. A bus is made up of 4-5 school groups traveling together, with the teachers serving as chaperones.)

Authorization Signature of Building Principal:

Penelope

Signature of Superintendent/Assistant Superintendent - Teaching/Learning:

Board Approval Date: _____

Section II

Final Trip Information

This is to be received by Superintendent/Assistant Superintendent - Teaching/Learning and Building Principal at least TWO (2) weeks prior to the date of departure. (Failure to provide this assurance will result in immediate cancellation of the trip. School Board Policy: 632).

1. Copy of the Major Magnitude Field Trip Request Form Section I with authorized signatures and school board approval;
2. Roster of students going on the trip with signed parental approval;
3. List of staff and adult chaperones going on the trip;
4. A detailed trip itinerary: transportation plans at destination, hotel/motel accommodations, addresses, phone numbers, places and time lines of activities/events planned;
5. An accommodation plan for students with an IEP or 504 plan;
6. Trip expenses, district costs, fund raising, and cost of the trip for individual students;
7. List of emergency phone numbers where staff/chaperones can be reached in case of an emergency;
8. Transportation plans to and from destination: (company, flights, times, costs, schedule, chaperoning, approved district Transportation Request Form (Administrative Form 632.1) if needed.

Section III

Field Trip Evaluation

Please complete within 3 weeks after returning from trip with information based on the statement of educational value and reason for the trip. Send a copy to the Building Principal & Superintendent/Assistant Superintendent - Teaching/Learning Date: _____

From: Marilyn Proulx, French Instructor

Re: Major Magnitude Field Trip, in response to the following questions:

How is the trip related to the course content?

The contents of World Language learning is presented in the light of assuming an immersion in a place where the target language is spoken. Consider some of the Chapter themes of the Holt Reinhart Winston text, Allez Viens (which translates, "Come Along!":

Chapter theme	Objective
Lets get acquainted	Introductions and getting acquainted
At school	Discussing classroom schedules, subjects and needed supplies for the classroom
Sports and Pastime	Relating to one another about likes and dislikes
At the café, at the restaurant	Survival in a café or restaurant
The family	Relationships of people, physical and character descriptions of people
Shopping for clothes	Shopping experiences, terms of clothing

How is the trip related to graduation standards? Survival in the world is one of the ultimate goals of graduation standards.

Consider some of the goals of graduation standards beyond just communicator:

Responsible learner - the child must learn to survive in a restaurant, to navigate, in a family, etc. in a foreign culture

Self directed learner - the experience is not for a grade, it can be fun, but it is an extremely challenging learning experience. In seeing the art, the history the different culture all about the students ask so many great questions

Problem solver - the child has to put their limited knowledge of a language together to communicate for food, towels in the hotel, directions on the street, a family stay...

Productive group participant - the child is away from their comfort zone for three weeks and is with a group of about 40-45 individuals who will not all get their own way. This requires a lot of compromise, diplomacy, etc.

Moorhead Travel Program to France

Traveling with ISE (Intercultural Student Experiences of Hopkins, MN)

Dates: 3 weeks in June, 2007 ; departure from Minneapolis (possibly Fargo)

21-day program: 2 days en route, 8-night Family Stay, 11-night itinerary (see below for a sample itinerary.)

Price, approximately: \$2600 (for air fare, bus travel, hotels, some meals, family stay, medical and trip-cancellation insurances, 2-3 entry fees, study and preparation materials.)

NOT INCLUDED: passport and photo fees, transportation to departure city (Minneapolis), gifts and spending money, noon and evening meals.

See attached ISE promotional brochure
(and sample itinerary)

A 2007 major trip to France is requested. (first payment is due June 2006 for an early bird special) This is a 21 day trip that is scheduled to begin the Tuesday or Wednesday after graduation 2007. The first main payment is due in October. The cost of this trip will be \$2899 plus about \$400-\$500 for food and souvenirs.

The purpose is to provide a highly motivating language experience for students in French. The uniqueness of this style of program is that it is not a tourist-oriented program, but an immersion program where the students of the language actually get to stay in homes and experience first-hand daily life in France, including attending school. The students go to a home stay for 8 nights of the trip.

It is my goal to have 8-10 students attend. If the group should become larger than 15, I would invite another French speaker to also chaperone. We travel in bus groups with 3 to 4 other French teachers from other schools so the student/chaperone ratio is usually close to 1 teacher to 8 to 12 students.

There is no cost to the district.

This trip is a student funded trip with the majority of monies provided by the respective students and their families. Some money will also be raised through fund-raising consisting of the sale of candy and/or other products with Katherine Beich.

I would like to be able to order candy and begin fund raising for the \$250 down payment and a parent's meeting. We also hold a French banquet held after school for the level 3/4 French students. They will be studying a unit on French menus and so the students do the cooking. The cost of the groceries is about \$200-\$250 for 30 students. We would like to do fund raising to cover these costs.

Marilyn Proulx

Explore France

Standard 21-Day France Summer

from \$2899
June departures

SAMPLE ITINERARY ONLY! Your actual itinerary will be assigned by ISE in accordance with the family stay community. Daily activities and sightseeing will be chosen by the group leader(s). See page 11 for detailed price information and inclusions.

DAY 1 DEPARTURE

The day has finally arrived! Board your plane to Paris and start your memorable journey.

DAYS 2 & 3 PARIS

At last you arrive in the French capital, the "City of Lights." These initial two days will fly by! Learn the *Métro* and use it to get acquainted with the main parts of this most beautiful city. Take an excursion to world-famous *Versailles*. Enjoy your ISE welcome dinner on arrival day. (2B, 1D)

DAYS 4 & 5 BLOIS

Leave Paris for now and head for scenic Blois. Your motorcoach will take you to Chartres, where the incredible stained glass windows of the cathedral await. Pass through the incomparable *châteaux* country of the Loire Valley to lovely Blois. (2B)



The beautiful shores of France



Paris - The girls fit right in

DAYS 6 & 7 SARLAT

Depart Blois and continue on to the picturesque town of *Sarlat*. Visit the awesome prehistoric cave of *Pech-Merle*. Climb up the perched village of *Rocamadour*. (2B)

DAYS 8-15 FAMILY STAY

Your *famille française* will be eagerly awaiting your arrival. A week filled with memorable experiences and new friendships lies ahead. (Meals at home)

DAYS 16 & 17 ANNECY

It won't be easy but it is time to bid your host family farewell and continue on your exciting itinerary. Your ISE motorcoach will take you to the *French Alps*. The lakeside town of *Annecy* will delight you with its canals winding through the *vieille ville*. Rent a paddleboat and enjoy a lakeside view of the mountains that surround Annecy or take an afternoon to visit the nearby city of *Chamonix*. (2B)

DAYS 18, 19, 20 PARIS

You return to Paris to pick up where you left off with even more unforgettable experiences. Explore the treasures of the *Louvre* and the *Musée d'Orsay* and then enjoy the street performers found near the *Centre Pompidou* and *Les Halles*. Spend an afternoon in the midst of the lively *Quartier Latin* and then round out your day by taking an evening boat ride on the *Seine* taking in the Paris lights. Enjoy an ISE farewell dinner on your last night in the French capital. (3B, 1D)

DAY 21 RETURN

You won't want to leave, but your flight from Paris will take you home with many wonderful memories. (B)

France

www.isemn.net / 952-941-2200

9

Program Application Forms

How to Apply

1. Read pages 32-39.
2. Fill out and sign the ISE Program Application in all three places (front and back sides). Only **original** application forms will be accepted.
3. For programs including a family stay: Complete both sides of Family Stay Application form. Attach a photo of yourself.
4. Write your "Dear Family" letter in the foreign language (follow instructions on page 35). Attach a photo of yourself to the letter. Attach the ISE Student Contact Form (see center.)
5. Include a deposit check of \$250 (no cash or credit cards can be accepted), made payable to ISE. Write your name, school and program on the check. Your cancelled check is your receipt. **Please note:** A deposit check without an application or an application without a check will not reserve a place on the program and will not be accepted.
6. If you are enrolling on a custom program, sign and submit the Custom Program Acknowledgement form.
7. Clip application materials together, give to your teacher or (if instructed by your teacher) mail to:
ISE, 11000 W. 78th Street, #303, Eden Prairie, MN 55344

*See page 40 regarding Travel Documents and
Student Awards and Contests*

ISE Code of Conduct

I realize that while on the ISE program I am representing my country, my community, my school and my family. I will therefore strive to conduct myself in a manner appropriate to being a good ambassador. I understand and accept the ISE Code of Conduct as listed below and pledge myself to honor it.

As an ISE Student...

1. I will commit myself to improving my communication skills in the foreign language and will speak it as much as possible.
2. I will cooperate with my leader(s) and honor rules that they set for me (e.g. curfews, punctuality, sign-out procedures and behavior in hotels).
3. I will dress and act appropriately at all times and be sensitive to the impression I am conveying in a culture other than my own; I will refrain from acquiring any tattoo or body piercing.
4. I will refrain from the use of alcohol, tobacco and drugs; I will not accept or transport any of these.
5. I will refrain from romantic/sexual involvement of any kind and any behavior leading to it.
6. For my own safety I agree not to operate any motorized vehicle or be a passenger on any motorcycle.
7. I will not purchase or carry knives or any other article that may be considered a weapon.

We accept the Code of Conduct as a program requirement and agree that violations of it may result in expulsion from the program at our own expense.

Date _____ Student's Signature _____

Date _____ Parent Signature _____

School Name _____

Traveling to _____

(name of country)

ISE Program Application

Photocopies not accepted

Country:

- ☐ France
☐ Germany
☐ Spain
☐ Mexico
☐ Costa Rica

Season / Year:

- ☐ Spring/____yr
☐ Summer/____yr

Type:

- ☐ Standard ☐ Special
☐ Staff-Guided ☐ Custom

For ISE office use:

- ☐ Sig _____
☐ FS _____
☐ Ltr _____
☐ Pic _____
☐ Con _____
☐ COC _____
☐ Cus p s mo b t cc

Legal name as it will appear on your passport: **Please print!**

(Last) (Full First Name) (Middle Initial)

Mailing Address _____

City _____ State _____ Zip _____ E-mail _____

Phone (____) _____ Birth date ____/____/____ Age ____ ☐ Male ☐ Female

Parent or Guardian Name _____

Work Phone: Mother (____) _____ Father (____) _____

Emergency contact if parents are unavailable _____

Relationship to you _____ Phone (____) _____

School Name _____ City _____

Language level at time of departure: ☐ 1st yr ☐ 2nd yr ☐ 3rd yr ☐ 4th yr

Teacher organizing your ISE Program _____

Indicate medical conditions that ISE, your leader or host family should be aware of. Note: Allergies, dietary needs, medications, etc. must be managed by the student and not require any special attention. Family stay placements are not based on consideration of medical conditions.

I understand and accept the policies and conditions of ISE, including payment and cancellation policies on pages 36-39, and give my permission for my son/ daughter to apply for and to participate in the program indicated above.

Date _____ Parent's Signature _____

Parent/Guardian must also sign back of form → → →

TO PARENTS/GUARDIANS OF PARTICIPANTS

Please read carefully and sign the following statement of conditions which constitute a formal parental release. After signing this form, please return it to the teacher organizing the program at your son/daughter's school.

In consideration of acceptance of the participant for participation in the Intercultural Student Experiences program, the undersigned hereby releases Intercultural Student Experiences, its directors, officers, agents and cooperating teachers and schools from any and all legal responsibility, (except for their grossly negligent acts or omissions), including but not limited to the following:

- 1) Any and all claims of whatever nature for any injury, loss, damage, accident, delay, irregularity or expense arising from the use of any vehicle or services, strikes, war, weather, sickness, quarantine, government restrictions or regulations or from any act or omission of any airline, railroad, bus transportation, sightseeing, hotel, foreign family or any other service or transporting company, firm, individual or agency, or for any other cause whatsoever in connection therewith;
- 2) Any injury regardless of nature or cause whether resulting or not in death, to the participant son/daughter of the undersigned whether alone or in association with others;
- 3) Any damage or injury regardless of nature or cause to property of the undersigned or his son/daughter, whether real, personal, or mixed;
- 4) Any financial or other obligations incurred by the undersigned or his son/daughter during the program, including without limitation obligations or liabilities incurred in any country in which the program is conducted;
- 5) Any taking, publishing or otherwise using photographs or films of the son/daughter of the undersigned, either alone or with others, during the course of the program as may be deemed acceptable by Intercultural Student Experiences.

The undersigned indemnifies and holds Intercultural Student Experiences, its directors, officers, agents and cooperating teachers and schools harmless from any damages or claims of legal liability, including reasonable attorneys fees and costs of defense, based upon or arising from the conduct of the participant son/daughter, including any violation of the "ISE Code of Conduct" set forth in the Intercultural Student Experiences information materials.

It is further agreed that Intercultural Student Experiences shall have full authority to take whatever action it deems necessary to safeguard the health, safety and well being of the participant. Such authority shall include authorization to secure medical treatment for the participant including the return of the participant to his home for medical treatment. Such authorization for action shall also be extended to the right to terminate participation in a program for failure to abide by standards of the program and/or instruction of his/her teacher-guide before or during the program. In such case the parents agree to bear the cost of all expenses related to the son/daughter's return to the USA and forfeit all program moneys paid.

Intercultural Student Experiences reserves the right to alter or change the itinerary or adjust program costs to reflect changes in group size, exchange rates, air costs, or extraordinary inflation overseas. ISE also reserves the right to cancel the program due to insufficient participation or to other circumstance beyond its control.

Signature of
Parent or Guardian: _____ Date _____

ISE Family Stay Application

Program:

- ☐ SPRING
☐ SUMMER

Country:

- ☐ FRANCE
☐ GERMANY
☐ SPAIN
☐ MEXICO
☐ COSTA RICA

2 photos required:

Attach a school photo or snapshot here and a family photo (including yourself) or a snapshot to your "Dear Family" letter.

PLEASE PRINT - Use black ink pen

Legal Name _____ ☐ Male ☐ Female

Street _____ City _____

State _____ Zip _____ Phone (____) _____

Date of Birth ____/____/____ Religion (optional) _____

E-mail _____ School _____

Language level at time of departure: ☐ 1st yr ☐ 2nd yr ☐ 3rd yr ☐ 4th yr

ABOUT YOUR FAMILY:

Occupation of: Father _____ Mother _____

Names and Ages of brothers: _____

Names and Ages of Sisters: _____

Check words that describe your family: ☐ active ☐ quiet ☐ religious

☐ intellectual/academic ☐ athletic ☐ reserved ☐ outgoing ☐ musical

☐ talkative ☐ affectionate ☐ close-knit ☐ stay-at-home ☐ other _____

List interests of your family: _____

Please complete other side → → →

DESCRIBE YOURSELF: _____

LIST HOBBIES: (be specific, i.e.: "I play basketball" instead of "I like sports.")

YOUR TRAVEL EXPERIENCE: _____

YOUR JOB: If you work, describe what you do and how often you work:

YOUR HEALTH: Indicate any medical condition, of which our family stay coordinator should be aware. (Allergies, dietary needs, medications, etc. must be managed by the student and not require any special attention.)

What medications will you have with you? _____

ISE Student Contact Form

In order to assist our family stay coordinators in overcoming legibility problems with so many different handwriting styles, we ask you to complete this contact information form and attach it to your Family Stay Application Form. Please print carefully, using CAPITAL letters, one letter per box. Skip a space between words or items.

There are sometimes problems reading certain numbers and addresses. Please follow these guidelines:

The number ONE should be written as " 1 "
The number SEVEN should be written as " 7 "
The number FOUR should be written as " 4 "

Standardized address abbreviations:

Avenue = AVE Street = ST Boulevard = BLVD Road = RD
Circle = CIR Lane = LN Parkway = PWY Court = CT
Terrace = TER Place = PL Drive = DR
East, West, North, South = E, W, N, S

Example:

1 7 4 S F O R E S T P W Y

First Name:

Last Name:

Address:

City:

State:

Zip:

Phone:

Email Address:

HUMAN RESOURCE

MEMO #: HR .06.100



TO: Dr. Larry Nybladh, Superintendent
FROM: Ron Nielsen, Director of Human Resources
SUBJECT: Non-Aligned Contract 2006-2008
DATE: March 24, 2006

A tentative agreement on a new Non-Aligned Contract for 2006-2008 was reached at the table on March 24, 2006. This agreement has been ratified by the fourteen Non-Aligned employees:

Language changes include:

1. Article IV Leave Provisions
 - a. Section 1. Sick Leave
 - b. Section 2. Child Care/Parenting Leave
 - c. Section 4. Emergency Leave
 - d. Section 5. Medical Leave
2. Article VII. Vacation Time
3. Article VIII. Deferred Compensation (new)

The monetary settlement for the contract is:

2006-2007	6.13%	\$34,491.59
2007-2008	<u>3.88%</u>	<u>\$23,167.93</u>
TOTAL	10.01%	\$57,659.52

SUGGESTED RESOLUTION: Move to approve the Non-Aligned contract for the 2006-2008 as follows:

2006-2007	6.13%	\$34,491.59
2007-2008	<u>3.88%</u>	<u>\$23,167.93</u>
TOTAL	10.01%	\$57,659.52

RN/smw